



# City of Las Vegas

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

**Mayor David Romero**

**CITY OF LAS VEGAS**  
**REGULAR CITY COUNCIL MEETING**  
**March 20, 2024–Wednesday– 5:30 p.m.**  
**San Miguel County Chambers**  
**500 W. National Avenue**  
**Las Vegas, NM 87701**

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**AGENDA**

*City Council Meetings are  
Available via YouTube*

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

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

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David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4

1. Request approval of Resolution 24-08, a budget adjustment for the 2023-2024 Fiscal Year.

***Dominic Chavez, Interim Finance Director*** The City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include an expense increase to Fund 101-5400 – General Services in the amount of \$9,500 for the Samaritan House and a re/exp increase to Fund 101-5400 – General services in the amount of \$20,000 for Rodriguez Park rental to LCC.

2. Consideration to approve the restructuring of the Police Department Organizational Chart by removing the Financial Specialist and freezing the Administrative Assistant II position to create and add an Office Manager position.

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

3. Request approval of Resolution No. 24-10 applying for and assuring matching funds, in the amount of \$2,218,847.38 and to apply for a Match Waiver for the Transportation Project Fund (TPF).

***Arnold Lopez, Public Works Director*** The City of Las Vegas will be contributing their share of 5% (110,942.38), New Mexico Department of Transportation's share being 95% (\$2,107,905.26) for the second phase of reconstruction, drainage improvements, pavement rehabilitation, ADA compliant curb & ramps, miscellaneous construction, and construction management of El Creston Circle.

4. Request to award RFB #2024-15 for Landscaping & Ground Maintenance to Parson's Lawn & Landscaping and enter into contract.

***Maria Gilvarry, Utilities Director*** RFB #2024 was advertised in the Las Vegas Optic, Albuquerque Journal and City Website. There were two (2) proposers, Parson's Lawn & Landscaping and Franco's Tress & Landscaping.

5. Discussion/Direction and Possible Action on Animal Ordinance, Chapter 118.

***Mayor David Romero*** The Municipal Code, Chapter 118, Animals draft, needs to be discussed to determine which sections need to be amended.

6. Discussion/Direction on revisions to Municipal Charter, specifically on the following items:

1. Decision on whether or not to appoint a Charter Commission
2. Attorney Selection
3. Charter Revision or Separate Ballot Questions

***Mayor David Romero*** The Municipal Charter has various areas that are outdated or no longer apply to the City of Las Vegas. As per Section 1.05 Charter Review and Amendment. A.

The Governing Body shall be responsible for modifying the City Charter as necessary, and shall review the City Charter at least once every five (5) years.

7. Request approval of a 1 year contract for FY25 with LUMU for automation of cyber security fabric of the City of Las Vegas.

*Dominic Chavez, Interim Finance Director* Cyber security is essential to the City of Las Vegas.

8. Introduction of the two (2) selected applicants considered for Police Chief (each applicant is allowed 5 minutes to speak):

- 1) Caleb Marquez
- 2) Eric Padilla

## **XII. EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters: Discussion on the appointment of a Finance Director and a Police Chief.

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

## **XIII. EXECUTIVE SESSION ACTION ITEMS**

1. Request approval to appoint Arthur Gonzales as Finance Director.
2. Request approval to appoint one of the two applicants for Police Chief:
  - 1) Caleb Marquez
  - 2) Eric Padilla

## **XIV. ADJOURN**

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

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

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





# CITY OF LAS VEGAS

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



**POLICE DEPARTMENT**  
Interim Chief Caleb Marquez

## **MONTHLY REPORT** **February 2024**

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

#### **I. Field Operations Division (Patrol) dates from February 01 thru 29, 2024.**

- a. 357 Traffic Citations
- b. 9 Non Traffic citations
- c. 78 Parking citations issued
- d. 46 Arrests made
- e. 5 Burglary calls 2 offense incident reports made from the 13 burglary calls
- f. 1278 calls for service

#### **II. Animal Care Center stats from February 01 thru 29, 2024.**

	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<b>Beginning Shelter count 2/1/2024</b>	<b><u>54</u></b>	<b><u>18</u></b>	<b><u>72</u></b>
1. Intake from Public (Live Dogs & Cats only)	37	2	39
2. Adoptions	5	5	10
3. Outgoing Transfers to Organizations within Community /Coalition	9	0	9
4. Outgoing Transfers to Organizations outside Community /Coalition	6	0	6
5. Return to owner/Guardian	6	0	6
6. Unhealthy & Untreatable	01	0	01
7. <u>Ending Shelter count</u>	<u>63</u>	<u>15</u>	<u>78</u>



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## **POLICE DEPARTMENT** Interim Chief Caleb Marquez

### **III. Information Division (Records) numbers only reflect items processed from February 01 thru 29, 2024.**

- a. 178 Offense Incident Reports closed
- b. 26 Traffic accident reports closed
- c. 497 Citations were entered
- d. 137 Customers attended
- e. 366 Documents Scanned
- f. 16 City of Las Vegas IPRA's Completed

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

- o Indexing 2013-2017 reports for destruction order 2023

### **IV. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of February 01 thru 29, 2024.**

#### **Street Crimes Unit Cases:**

- a. 15 Assigned Cases (investigated for follow-up)
- b. 30 Self Initiated
- c. 8 Arrest made
- d. 1 Search warrant
- e. 16 Cases Closed

#### **Evidence Seized by Investigators**

- a. 1.8 Methamphetamine
- b. 5 Fentanyl pill
- c. 39 Prescription pills
- d. 1 Firearm
- e. 1 Strip of Suboxone

#### **Meetings attended by Street Crimes Unit:**

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



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## POLICE DEPARTMENT Interim Chief Caleb Marquez

### V. Evidence Seized by Agents/Investigations/Police Officers throughout the month of February 01 thru 29, 2024.

#### Evidence:

- a. 84 Evidence cases in
- b. 126 Evidence items turned in
- c. 23 Items Released
- d. 32 cases at NMDPS lab
- e. 3 cases at NMRCFL
- f. 10 IPRA request CD-R/DVD-R
- g. 7 Pills Fentanyl
- h. 1 gram methamphetamine

- ❖ Detectives answered 42 calls for service during the month of February.

### VI. Travel/Trainings for the month of February 01 thru 29, 2024.

#### Travel/Training attended:

- Four (4) information only travels for the month of February 2024
  - New recruit; Javier Mares started the Basic Police Officer Training at the New Mexico Law Enforcement Academy. Beginning February 04, 2024 through May 24, 2024.
  - Sergeant Nicholas Aragon attended a Mid-Management Course in Santa Fe, NM on February 13-15, 2024.
  - Beatriz Gallegos attended an out of state Training in Blue Ridge Texas, on February 21-29, 2024.

### VII. Recruiting & Vacancies for the month of February 01 thru 29, 2024.

#### Recruitment:

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



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## **POLICE DEPARTMENT** Interim Chief Caleb Marquez

- **Police Officers**- Eight (8) applicants are interested in the vacant position of police officer.
- **Communication Specialist**- Six (6) applicants are interested in the vacant positions of Communication Specialist (Dispatcher).
- **Records Clerk**- Four (4) applicants are interested in the vacant position of Records clerk.
- **Animal Control Officer**-One (1) applicant is interested in the vacant position of Animal Control Officer.
- **Community Service Aide**- One (1) applicant is interested in the vacant position of Community Service Aide.

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

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

- a. 1 Chief of Police
  - b. 2 Police Lieutenant (Field Ops)
  - c. 1 Police Sergeant (Field Ops)
  - d. 1 Police Sergeant (Investigations)
  - e. 1 Investigator
  - f. 1 Narcotics Agent Sergeant(supervisor)
  - g. 1 Narcotics Agent
  - h. 12 Police Officers
  - i. 3 Communication Specialist (Dispatcher) full time
  - j. 2 Communication Specialist (Dispatcher) Part- time
  - k. 1 Communications Manager
  - l. 1 Administrative Aide
  - m. 1 Grants Administrator (will not be filling)
  - n. 2 Animal Control Officer
  - o. 1 Information Specialist (Records clerk)
  - p. 1 Full-time Animal Care Tech (Animal Care Center)
- Total: 32 vacancies**

**GENERAL FUND REVENUE COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2024**

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) FY 2024
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	
PROPERTY TAX	1,902,979	1,530,000	1,020,000	1,192,441	1,236,814	81%
GROSS RECEIPT TAX 1.225	4,602,302	4,720,000	3,146,667	3,178,598	3,407,713	72%
FRANCHISE TAX	972,317	900,000	600,000	542,289	525,222	58%
GROSS RECEIPT TAX .75	3,175,102	3,100,000	2,066,667	2,084,327	2,234,566	72%
1/8 INFRASTRUCTURE	482,269	500,000	333,333	329,493	351,847	70%
GRT .25 (JAN 2011)	1,698,315	1,300,000	866,667	873,367	919,972	71%
INTERSTATE TELECOM/COMP TAX	0	0	0	114,396	72,731	#DIV/0!
LICENSE & FEES	81,674	64,000	42,667	34,136	49,827	78%
INTERGOVERNMENTAL	92,694	85,000	56,667	53,912	55,133	65%
LOCAL-FINES	137,559	121,000	80,667	73,206	61,743	51%
LOCAL-MISC	2,261,547	2,043,700	1,362,467	1,143,827	1,749,380	86%
<b>TOTAL</b>	<b>15,406,758</b>	<b>14,363,700</b>	<b>9,575,800</b>	<b>9,619,992</b>	<b>10,664,947</b>	<b>74%</b>

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

**FISCAL YEAR 2024**

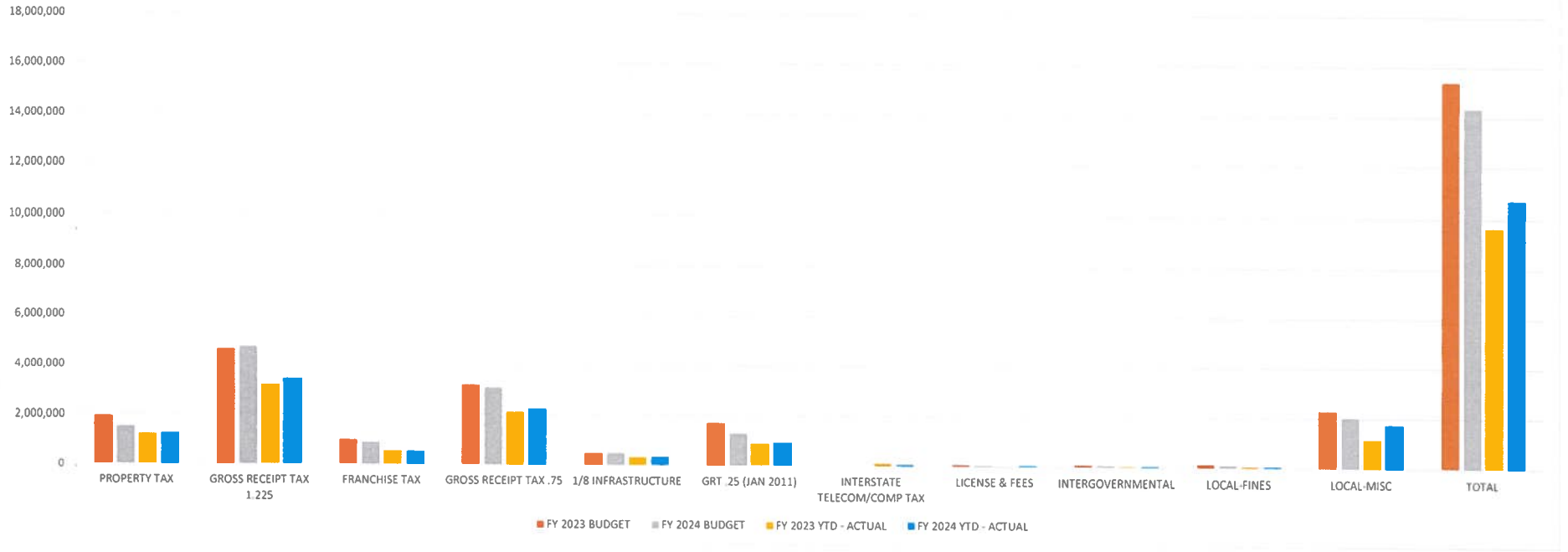
Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
JUDICIAL (4100)	353,638	428,159	285,439	156,657	232,610	195,549	54%
GOVERNING BODY (4210)	65,264	66,870	44,580	39,976	37,303	29,567	56%
MAYOR (4220)	87,975	83,882	55,921	8,595	12,128	71,754	14%
MANAGER (4230)	357,321	371,780	247,853	194,462	157,906	213,874	42%
MUNICIPAL CLERK (4300)	389,766	329,540	219,693	191,295	207,495	122,045	63%
CITY ATTORNEY (4400)	238,356	238,748	159,165	58,804	27,199	211,549	11%
PERSONNEL/HR (4500)	452,666	468,198	312,132	197,594	257,335	210,863	55%
FINANCE (4600)	636,982	643,295	428,863	321,684	377,293	266,003	59%
COMMUNITY DEV. (4700)	645,050	555,983	370,655	299,494	286,499	269,484	52%
POLICE (4800)	4,692,127	5,050,092	3,366,728	2,291,697	2,166,385	2,883,707	43%
CODE ENFORCEMENT (4810)	126,509	360,177	240,118	5,443	139,084	221,093	39%
ANIMAL SHELTER (4900)	474,167	586,559	391,039	189,662	231,184	355,375	39%
FIRE (5000)	1,727,799	2,322,492	1,548,328	945,210	1,033,609	1,288,883	45%
PUBLIC WORKS/AIRPORT (5100)	892,831	871,430	580,953	383,740	377,836	493,594	43%
PARKS (5110)	546,837	574,355	382,903	323,405	331,374	242,981	58%
LIBRARY (5200)	328,032	432,142	288,095	184,788	211,081	221,061	49%
MUSEUM (5300)	203,387	250,653	167,102	37,949	110,395	140,258	44%
GENERAL SERVICES (5400)	4,029,967	3,531,893	2,354,595	2,191,705	1,891,092	1,640,801	54%
TRANSFERS	1,099,309	1,024,309	682,873	732,666	682,687	341,623	67%
<b>TOTAL</b>	<b>17,347,983</b>	<b>18,190,557</b>	<b>12,127,038</b>	<b>8,754,826</b>	<b>8,770,495</b>	<b>9,420,062</b>	<b>48%</b>

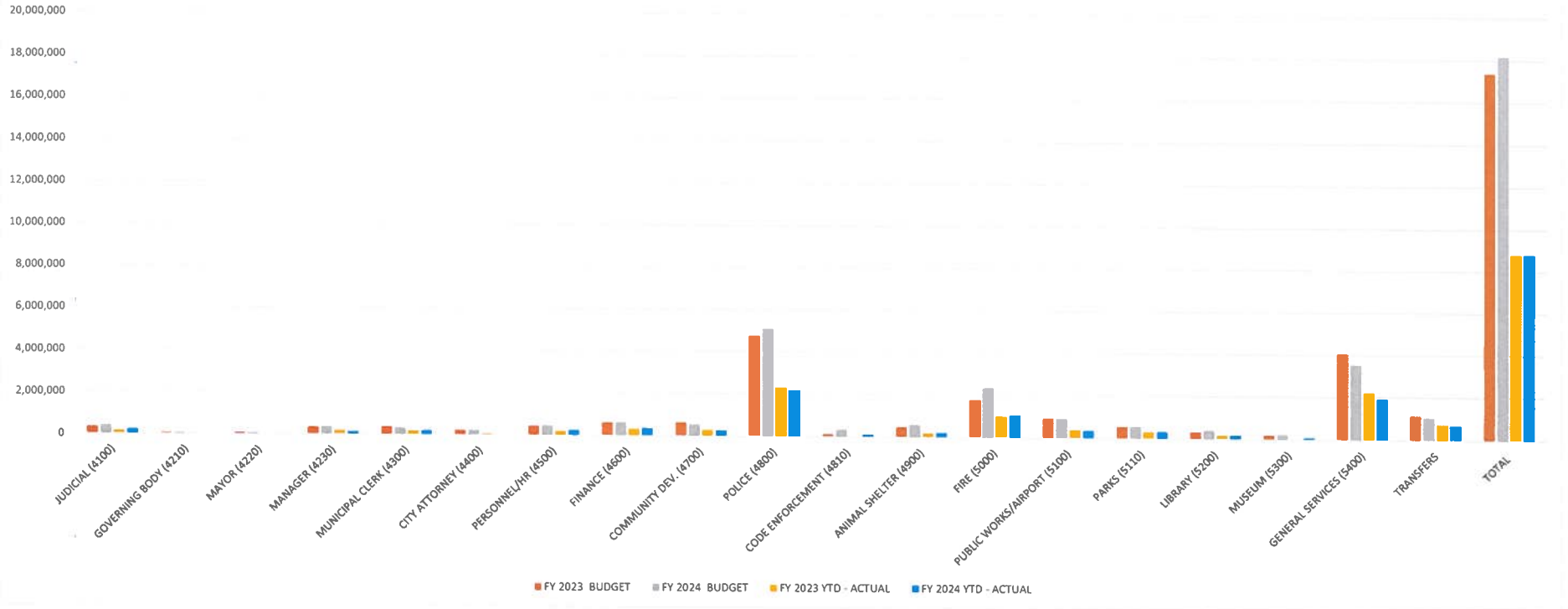
Surplus to Date

1,894,452

### GENERAL FUND REVENUE



### GENERAL FUND EXPENSE



**ENTERPRISE FUNDS-REVENUE COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2024**

	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B) %
WASTE WATER (610)	3,921,800	3,321,800	2,214,533	2,445,936	2,068,242	62%
NATURAL GAS (620)	8,037,000	8,037,000	5,358,000	4,579,717	3,590,693	45%
SOLID WASTE (630)	3,705,400	3,440,900	2,293,933	2,375,733	2,334,840	68%
WATER (640)	5,884,220	5,941,591	3,961,061	3,347,171	3,066,052	52%
<b>Total of Enterprise Funds</b>	<b>21,548,420</b>	<b>20,741,291</b>	<b>13,827,527</b>	<b>12,748,557</b>	<b>11,059,827</b>	<b>53%</b>

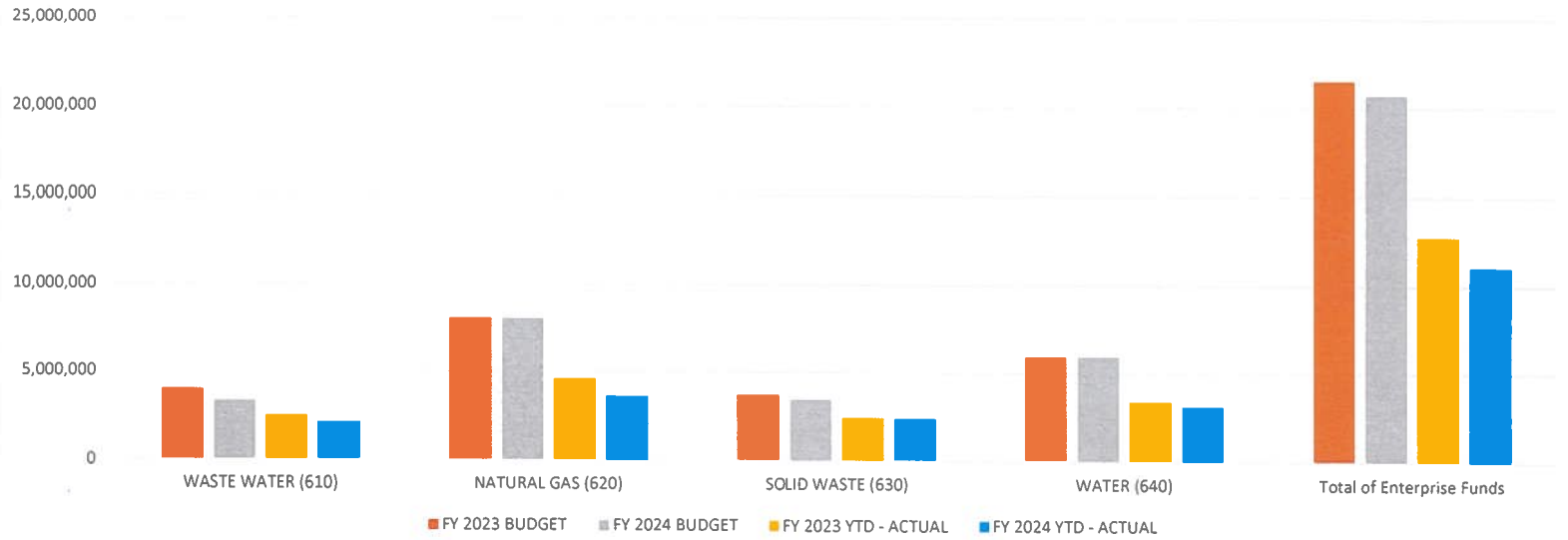
**ENTERPRISE FUNDS-EXPENDITURES COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2024**

	<u>Total Budget to Actual Comparison</u>							
	A	B	C	D	E	F	H	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B) %	
WASTE WATER(610)	4,205,635	3,786,266	2,524,177	2,053,157	2,148,347	1,637,919	57%	
NATURAL GAS (620)	8,815,688	8,788,237	5,858,825	4,849,319	3,360,711	5,427,526	38%	
SOLID WASTE (630)	4,468,402	4,383,168	2,922,112	2,220,087	2,377,655	2,005,513	54%	
WATER (640)	6,442,186	6,437,218	4,291,479	3,465,239	2,179,602	4,257,616	34%	
<b>Total of Enterprise Funds</b>	<b>23,931,911</b>	<b>23,394,889</b>	<b>15,596,593</b>	<b>12,587,802</b>	<b>10,066,315</b>	<b>13,328,574</b>	<b>43%</b>	

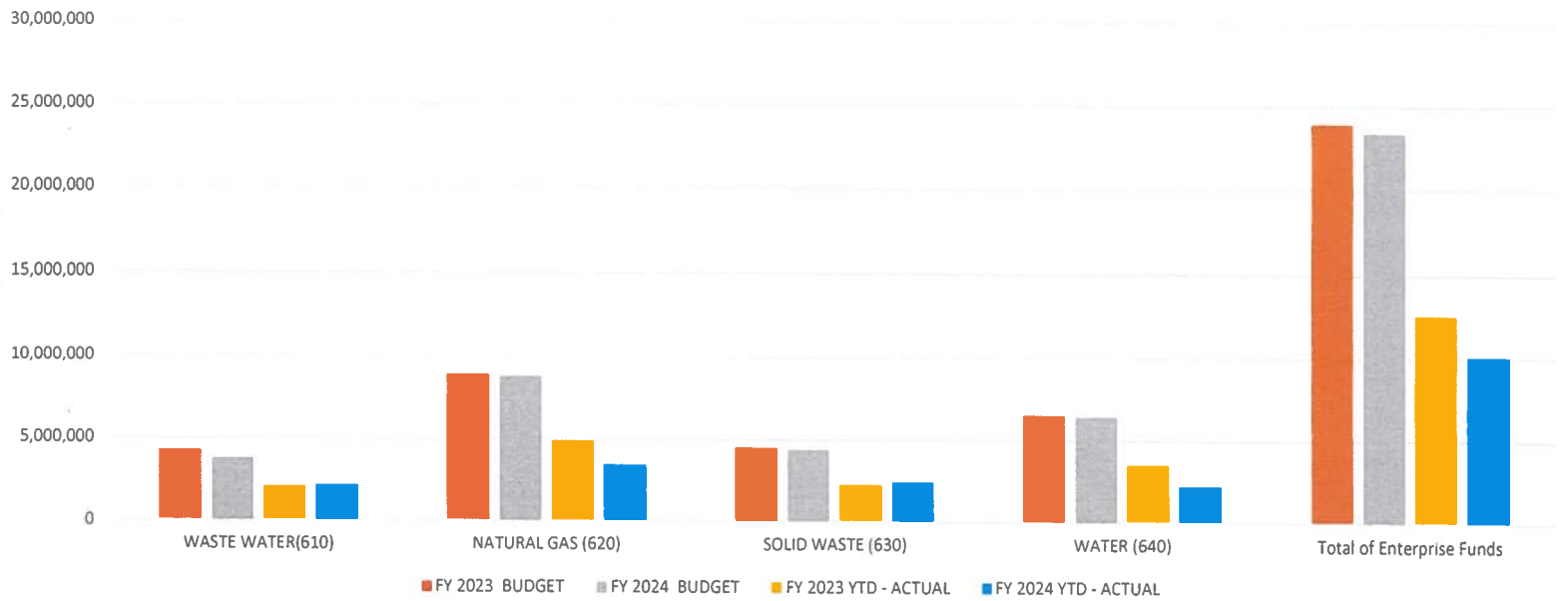
Surplus to Date                      993,513



### ENTERPRISE REVENUE



### ENTERPRISE EXPENSE





**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2024**

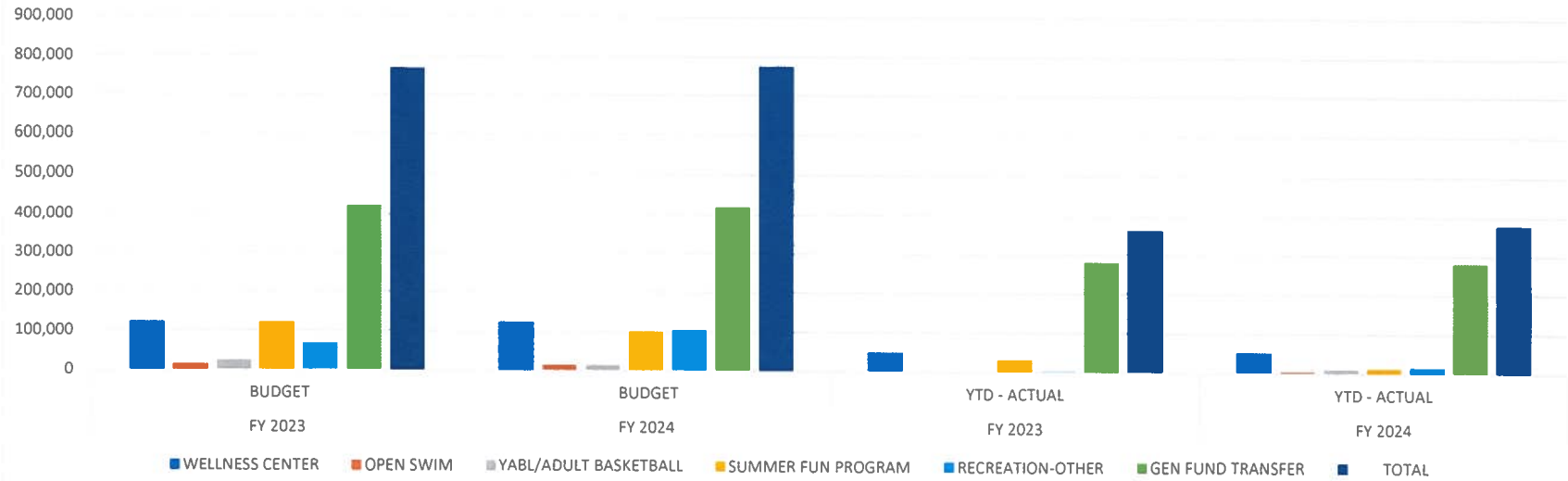
	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	% REV
WELLNESS CENTER	120,000	120,572	80,381	47,630	50,411	42%
OPEN SWIM	15,000	15,000	10,000		4,778	32%
YABL/ADULT BASKETBALL	25,000	15,000	10,000		11,870	79%
SUMMER FUN PROGRAM	120,000	100,000	66,667	30,586	14,473	14%
RECREATION-OTHER	67,500	103,500	69,000	3,006	15,350	15%
GEN FUND TRANSFER	420,686	420,686	280,457	280,345	280,345	67%
<b>TOTAL</b>	<b>768,186</b>	<b>774,758</b>	<b>516,505</b>	<b>361,567</b>	<b>377,227</b>	<b>96,882 49%</b>

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED 8 of 12 months)  
FISCAL YEAR 2024**

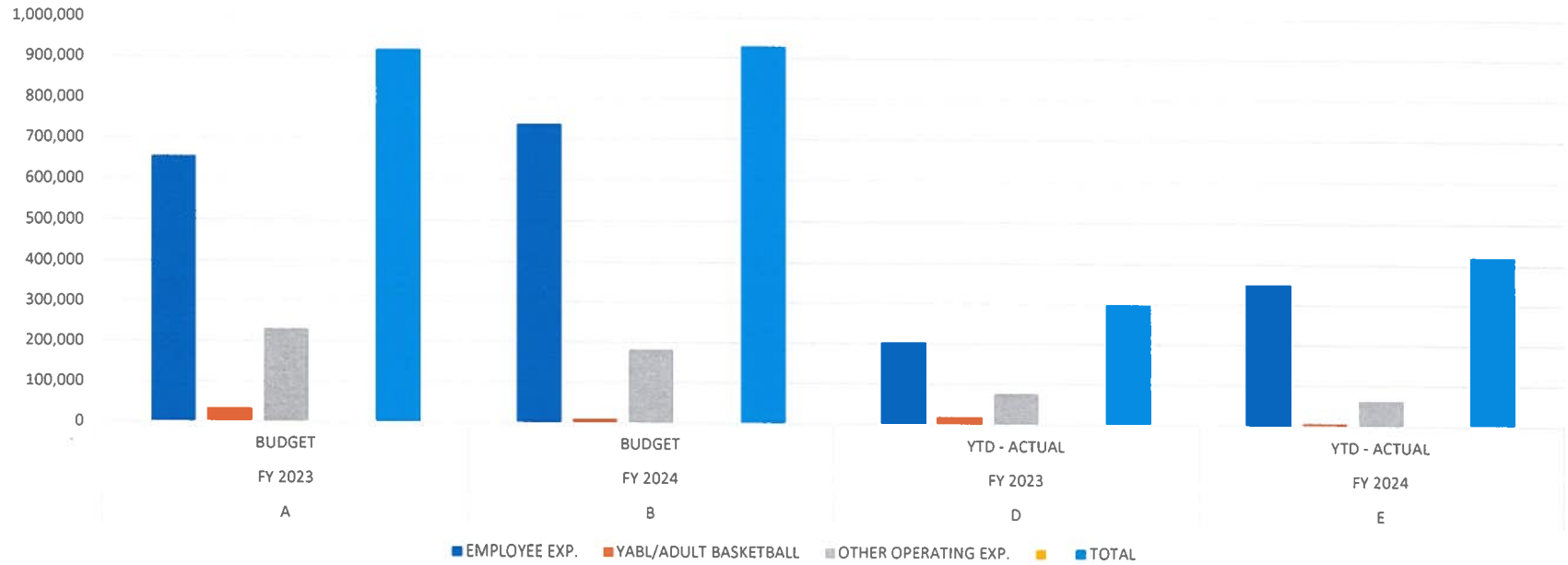
	A	B	C	D	E	F	H (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
EMPLOYEE EXP.	654,420	734,694	489,796	200,034	349,240	385,454	48%
YABL/ADULT BASKETBALL	32,500	10,500	7,000	18,202	6,397	4,103	61%
OTHER OPERATING EXP.	231,500	182,350	121,567	77,788	62,807	119,543	34%
				0			
<b>TOTAL</b>	<b>918,420</b>	<b>927,544</b>	<b>618,363</b>	<b>296,023</b>	<b>418,444</b>	<b>509,100</b>	<b>45%</b>

Deficit to date (41,217)

### RECREATION CENTER REVENUE



### RECREATION CENTER EXPENSE



**LODGERS TAX PROMOTION - REVENUE COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2024**

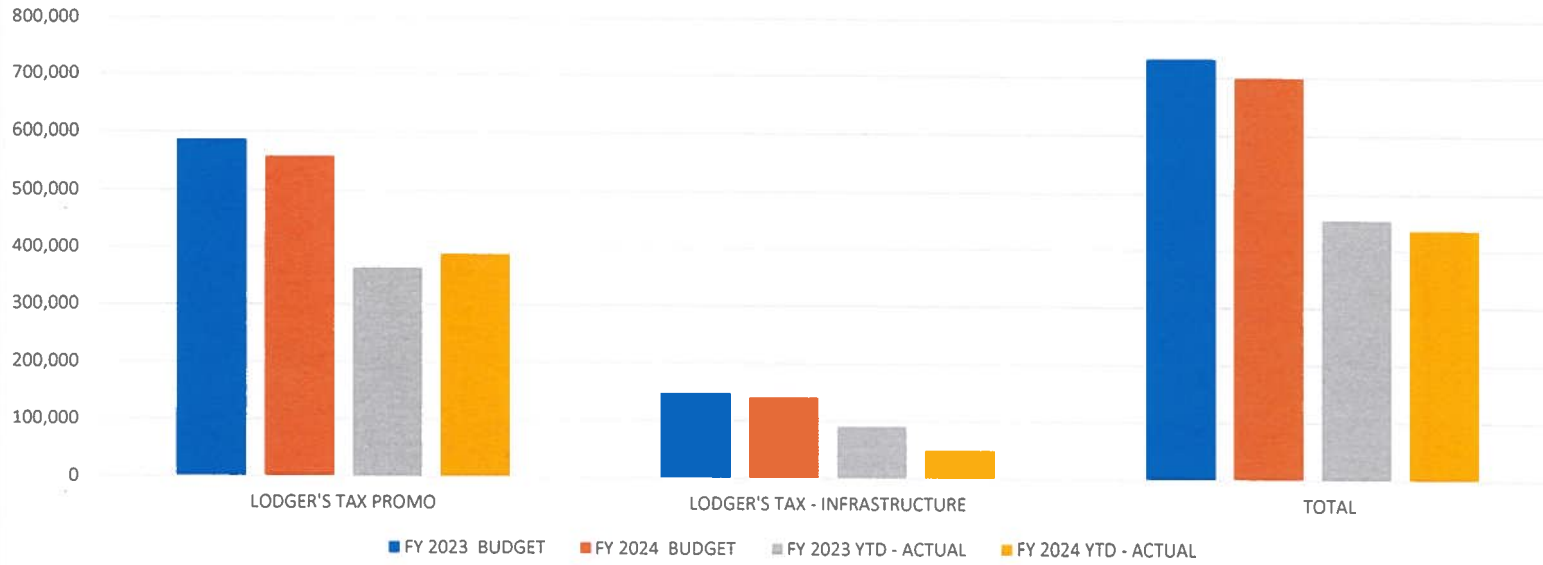
	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B) % REV
LODGER'S TAX PROMO	586,400	560,000	373,333	363,800	388,524	69%
LODGER'S TAX - INFRASTRUCTURE	146,600	140,000	93,333	90,950	48,662	35%
<b>TOTAL</b>	<b>733,000</b>	<b>700,000</b>	<b>466,667</b>	<b>454,750</b>	<b>437,186</b>	<b>62%</b>

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2024**

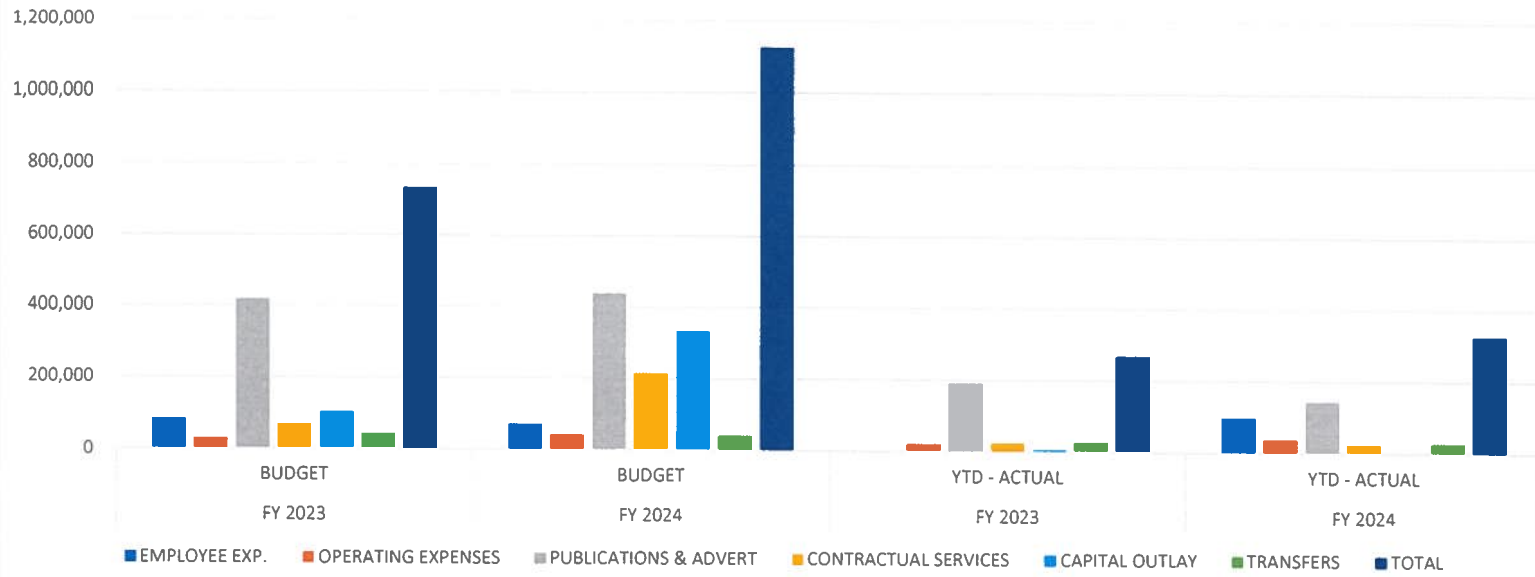
	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	80,700	66,992	44,661	0	94,028	(27,036)	0%
OPERATING EXPENSES	29,000	40,600	27,067	20,631	36,116	4,484	89%
PUBLICATIONS & ADVERT	417,300	437,000	291,333	188,428	143,209	293,791	33%
CONTRACTUAL SERVICES	66,000	212,400	141,600	25,000	22,500	189,900	11%
CAPITAL OUTLAY	100,000	328,008	218,672	5,804	0	328,008	0%
TRANSFERS	40,000	40,000	26,667	26,656	26,656	13,344	67%
<b>TOTAL</b>	<b>733,000</b>	<b>1,125,000</b>	<b>750,000</b>	<b>266,519</b>	<b>322,510</b>	<b>802,490</b>	<b>29%</b>

Surplus to date            114,677

### LODGER'S TAX REVENUE



### LODGER'S TAX EXPENSE



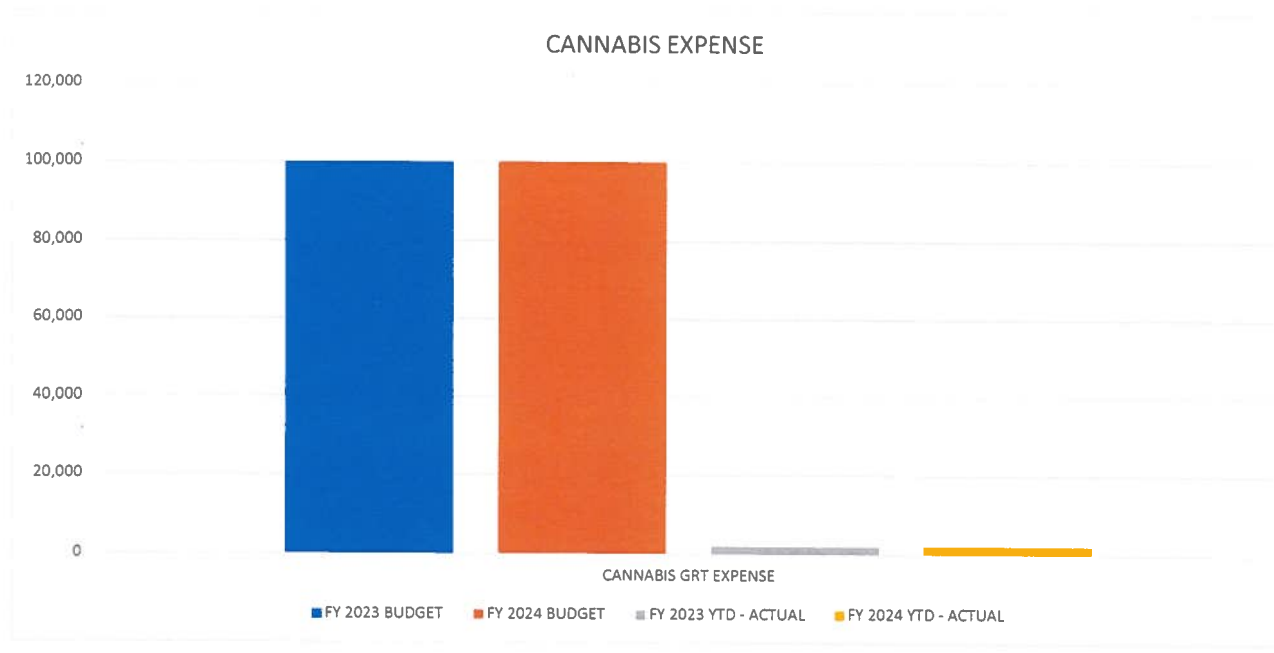
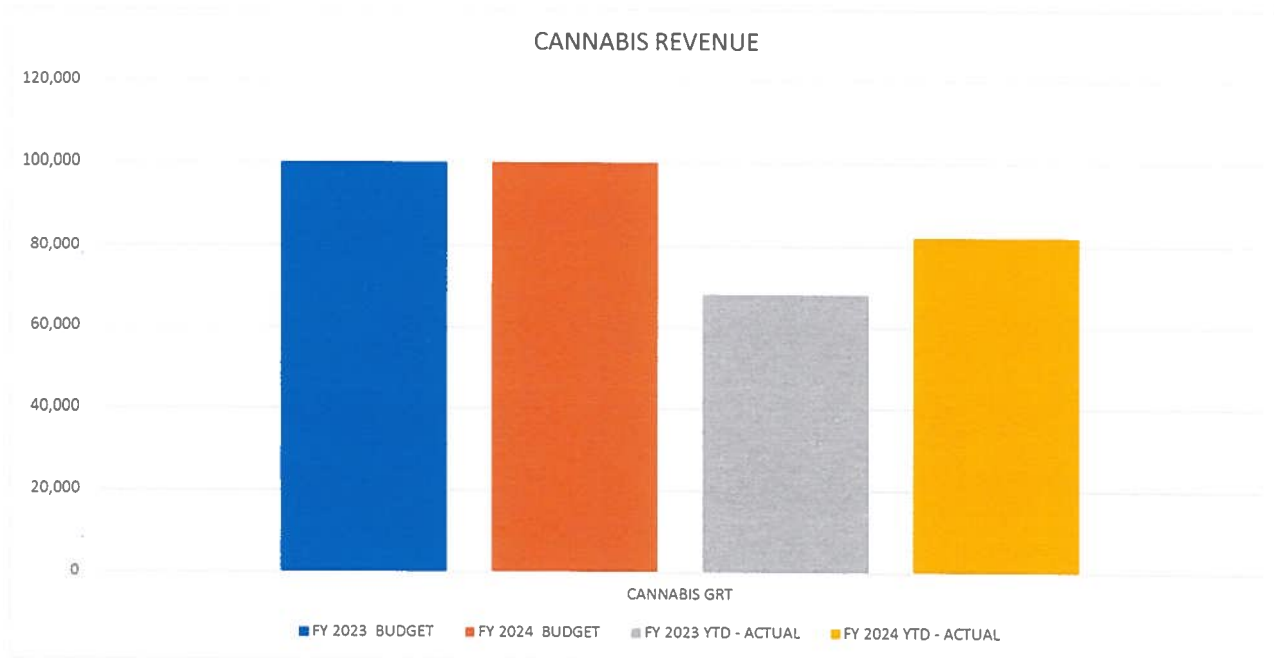
**CANNABIS - REVENUE COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B)
CANNABIS GRT	100,000	100,000	66,667	68,182	82,148	% REV 82%
CANNABIS - CD	0	0	0	0	5,450	#DIV/0!
CANNABIS - PD	0	0	0	0	300	#DIV/0!
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>66,667</b>	<b>68,182</b>	<b>87,898</b>	<b>88%</b>

**CANNABIS - EXPENDITURE COMPARISON  
THRU FEBRUARY 29, 2024 .67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B) % BDGT
CANNABIS GRT EXPENSE	100,000	100,000	66,667	2,045	2,179	97,822	2%
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>66,667</b>	<b>2,045</b>	<b>2,179</b>	<b>97,822</b>	<b>2%</b>

Surplus to Date            85,720





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

**Meeting Date:** March 20, 2024

**Date Submitted:** March 8, 2024

**Department:** Finance

**Item/Topic:** Approval of Resolution 24-08, The City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include an exp increase to Fund 101-5400 – General Services in amount of \$9,500 for the Samaritan House and a rev/exp increase to Fund 101-5400 – General Services in amount of \$20,000 for Rodriquez Park rental to LCC.

**Fiscal Impact:** A rev/exp increase to Fund

**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:

*Dominic Chong* 3/11/24  
Department Director

*Dominic Chong* 3/11/24  
Finance Director

*[Signature]*  
City Manager

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

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

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

**Ordinance No.** \_\_\_\_\_ **Referred To:**

**Contract No:** \_\_\_\_\_

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24-08**

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

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

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

**WHEREAS**, the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include an exp increase to Fund 101-5400 – General Services in amount of \$9,500 for the Samaritan House and a rev/exp increase to Fund 101-5400 – General Services in amount of \$20,000 for Rodriquez Park rental to LCC.

**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 March 2024.

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

ATTEST:

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



CITY OF LAS VEGAS  
 RESOLUTION # 24-08  
 BUDGET ADJUSTMENT REQUEST  
 FISCAL YEAR 2024 as of March 20, 2024

RESOLUTION # 24-03	TYLER	DFA	DESCRIPTION	ASSET CASH	REVENUE	EXPENDITURES
GENERAL FUND - GENERAL SERVICES	101-5400-700-7646	101-11000-2002-57999	SAMARITAN HOUSE	\$ 9,500.00		\$ 9,500.00
GENERAL FUND - GENERAL SERVICES	101-5400-450-5546	101-11000-0001-44190	RENT - RODRIGUEZ PARK - LCC		\$ 20,000.00	
GENERAL FUND - GENERAL SERVICES	101-5400-700-7410	101-11000-2002-54999	MAINT - BLDG & GROUNDS - RODRIGUEZ PARK - LCC			\$ 20,000.00
TOTALS				\$ 9,500.00	\$ 20,000.00	\$ 29,500.00

Discussion took place regarding the responsibilities of Luna and the responsibilities of the City being in the contract.

Councilor Montoya discussed his concerns regarding the following language, "the term for one year each fall and spring season and may be renewable annually for a four year period upon the approval of the City Manager". Councilor Montoya advised that all contracts whether they are yearly or four years go before Mayor and Council. Councilor Montoya advised the Council to consider changing that language to include that it be brought back to Mayor and Council for approval.

Councilor Ulibarri voiced his concerns regarding the general maintenance and trash being picked up around the fields.

Athletic Director Randall Krutsch advised that they have people assigned to pick up trash whether its wind blown or left from other people. Mr. Krutsch advised that they do leave trash cans in the dugouts and they are emptied everyday by student athletes.

Mayor Romero advised that the scoreboard at the softball field disappeared.

City Manager Montgomery advised that they have looked in storage areas and could not find it so they would be moving forward with an investigation.

Councilor Montoya made a motion to approve the Memorandum of Understanding (MOU) between the City of Las Vegas (CLV) and Luna Community College (LCC) with the change in the MOU to state "recommendation of the City Manager approved by City Council". Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.



# City of Las Vegas

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

Mayor David Romero

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

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**AGENDA**

*City Council Meetings are  
Available via YouTube*

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

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

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David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Vacant  
Councilor Ward 4

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

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

**XII. BUSINESS ITEMS**

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

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

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

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

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

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

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

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



# City of Las Vegas

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

Mayor David Romero

**CITY OF LAS VEGAS**  
**REGULAR CITY COUNCIL MEETING**  
**February 21, 2024–Wednesday– 5:30 p.m.**  
**San Miguel County Chambers**  
**500 W. National Avenue**  
**Las Vegas, NM 87701**

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## **AGENDA**

*City Council Meetings are  
Available via YouTube*

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
  - Appointment of Morris Madrid to the Utilities Advisory Committee
  - Appointment of Councilor Casey to the San Miguel Chamber of Commerce Board as the City's representative.
  - Appointment of Lucas Marquez, Community Development Director to the MainStreet Board as the City's representative.

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David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4

**VIII. COUNCILORS' REPORTS**

**IX. POLICE CHIEF'S REPORT**

**X. FINANCE REPORT**

**XI. BUSINESS ITEMS**

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

*Dominic Chavez, Interim Finance Director* The City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase to Fund 203 – State Fire Grant in the amount of \$2,868, a rev/exp decrease to Fund 217 – State Legislative Appropriations – AG1016-30-2 PD Recruitment and Retention (Year 1) in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – AG1016-30-2 (Year 2) PD Recruitment and Retention in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – 23-ZH5048-41 (Year 1) PD Recruitment in the amount of \$300,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5345 Kitchen Equipment in the amount of \$130,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5346 Purchase and Equip Vehicles in the amount of \$140,000, a rev/exp increase to Fund 647 – Water Acquisition/Rights in the amount of \$500,000, and an expense increase to Fund 771 ARPA in the amount of \$154,113.

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

*Lucas Marquez, Community Development Director* The sole purpose of this agreement is to lease the property to hold the WeBe Racing Motorcycle Hare Scramble race from March 17, 2024 through March 25, 2024. The Lessee will pay the City a single lump sum of \$3,000.00.

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

*Lucas Marquez, Community Development Director* As per the Municipal Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

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

*Lucas Marquez, Community Development Director* George Lyon with Samaritan House is requesting emergency funding in the amount of \$9,500.00 for general operating expenses.

**XII. EXECUTIVE SESSION**



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

**Meeting Date:** March 20, 2024

**Date Submitted:** 3/11/24

**Department:** Executive/Police Department

**Item/Topic:** Consideration to approve the restructuring of the Police Department Organizational Chart by removing the Financial Specialist and freezing the Administrative Assistant II position to create and add an Office Manager position. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

**Fiscal Impact:** Current budgeted base salary for the Financial Specialist is \$56,014.40; Administrative Assistant II is \$54,724.80 for a combined total of \$110,739.20. The Office Manager will have a salary of \$63,044.80 for a salary savings of \$47,694.40 for a full fiscal year.

**Attachments:** City of Las Vegas Proposed Organizational Chart and Tentative Approved Organizational Chart for the Police Department.

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

Approved For Submittal By:

Reviewed By:

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

*Dominic Cherry* 3/12/24  
\_\_\_\_\_  
Finance Director

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

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

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

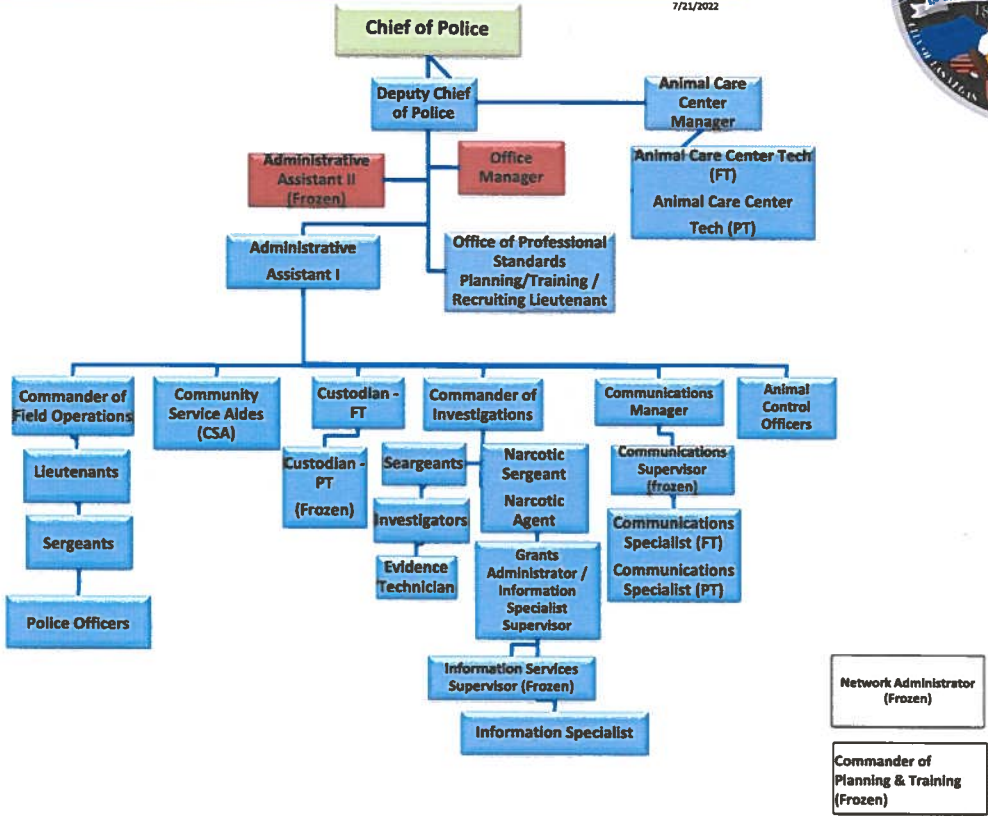
Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

Proposed 3/20/24



# POLICE DEPARTMENT

7/21/2022



Network Administrator (Frozen)

Commander of Planning & Training (Frozen)





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

**Meeting Date:** March 20, 2024

**Date Submitted:** 03/05/24

**Department:** Public Works


**Item/Topic:** Request for approval of Resolution No. 24-10 applying for and assuring matching funds, in the amount of \$2,218,847.38 and to apply for a Match Waiver for the Transportation Project Fund (TPF). The City of Las Vegas will be contributing their share of 5%(\$110,942.38), New Mexico Department of Transportation's share being 95%(\$2,107,905.26) for the second phase of reconstruction, drainage improvements, pavement Rehabilitation, ADA compliant curb & ramps, miscellaneous construction, and construction management of El Creston Circle.

**Fiscal Impact:** Assuring matching funds in the amount of \$ 110,942.38.

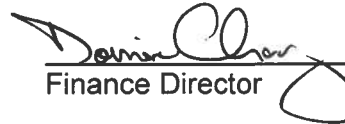
**Attachments:** Resolution 24-10, estimated cost & quantities and a map of proposed project.

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

Approved For Submittal By:

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

Reviewed By:

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

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24- 10**

**A RESOLUTION TO APPLY FOR AND ASSURE THE AVAILABILITY OF MATCHING FUNDS FOR THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) TRANSPORTION PROJECT FUND (TPF) AND TO APPLY FOR A MATCH WAIVER.**

WHEREAS, the City of Las Vegas (“City”) will be applying to the New Mexico Department of Transportation (“NMDOT”) for a Transportation Project Fund Grant (the “Grant”) for construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction to El Creston Circle; and

WHEREAS, the City of Las Vegas intends to request a waiver for the matching fund requirement. The City of Las Vegas has a limited tax base which limits the funding for meeting the proportional matching share and a fund exists by the New Mexico State Legislature for Public Entities in need of “Hardship”; and

WHEREAS, the City expects the amount of the projects to be a total of \$2,218,847.38; and

WHEREAS, the City would have to contribute 5% (\$110,942.38) in order to receive the Grant of (95%) \$2,107,905.26 for a total amount of \$2,218,847.38; and

WHEREAS, the City will pay any costs that exceed the project amount if the application is selected for funding; and

WHEREAS, if the City is successful in receiving the Grant, it will be used for the Phase II on El Creston Circle for drainage improvements, ADA compliant curb & ramps, road improvements and construction management, project being 0.40 miles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 5% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on El Creston Circle in the City of Las Vegas.

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

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

ATTEST:

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

## ESTIMATED SUMMARY COSTS & QUANTITIES

ENTITY: City of Las Vegas

DO: \_\_\_\_\_

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

CN: \_\_\_\_\_

TERMINI: El Creston Road & Connecting Side Streets Phase 2 - Sta 10+00 to Sta 36+00

**SCOPE**

OF Planning, environmental certification, design, construction and reconstruction of a  
existing asphalt pavement, curb and gutter, sidewalks, and new signage and striping.

2/26/2024

SEQ. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED COST
1	Unclassified Excavation	CY	3,000	\$ 25.00	\$ 75,000.00
2	Subgrade Preparation - 6"	SY	7,800	\$ 12.00	\$ 93,600.00
3	Base Course - 6"	SY	7,800	\$ 22.00	\$ 171,600.00
4	Removal of surfacing	SY	7,800	\$ 8.00	\$ 62,400.00
5	Minor Paving - 3"	SY	7,800	\$ 35.00	\$ 273,000.00
6	Concrete Curb & Gutter	LF	4,200	\$ 55.00	\$ 231,000.00
7	Concrete Sidewalks	SY	1,800	\$ 75.00	\$ 135,000.00
8	Concrete Drivepads	SY	750	\$ 125.00	\$ 93,750.00
9	Concrete Valley Gutter	LF	600	\$ 65.00	\$ 39,000.00
10	Removal of Structures and Obstructions	LS	1	\$ 50,000.00	\$ 50,000.00
11	Mobilization	LS	1	\$150,000.00	\$ 150,000.00
12	Laboratory Testing Allowance	ALLOW	1	\$ 50,000.00	\$ 50,000.00
13	Utility Upgrades	LS	1	\$400,000.00	\$ 400,000.00
14	Permanent Signage & Striping	LS	1	\$ 25,000.00	\$ 25,000.00
15	Traffic Control Devices & Management	LS	1	\$ 50,000.00	\$ 50,000.00
16	Construction Staking by the Contractor	LS	1	\$ 50,000.00	\$ 50,000.00
17	Construction Management & Observations	LS	1	\$100,000.00	\$ 100,000.00
SUBTOTAL					\$ 2,049,350.00
NMGRT @ 8.2708%					\$ 169,497.64
<b>TOTAL</b>					<b>\$ 2,218,847.64</b>



# El Creston Circle

TPF 2025

Legend



Google Earth

Image © 2024 Airbus

400 ft





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

**Meeting Date:** March 20, 2024

**Date Submitted:** 03/08/24

**Department:** Utilities

**Item/Topic:** Award RFB #2024-15 for Landscaping & Ground Maintenance to Parson's Lawn & Landscaping and enter into contract.

Advertised: 01/26/2024: Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening: 02/21/2024

Number of Proposers: 2 – Parson's Lawn & Landscaping  
Franco's Trees & Landscaping

**Fiscal Impact:** Paid for through City funding based on project cost.

**Attachments:** Original bid, bid opening sheet, bid tabulation, bids received.

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

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

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

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

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

**REQUEST FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., Feb 21, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**LANDSCAPING & GROUND MAINTENANCE**

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or [www.lasvegasnm.gov](http://www.lasvegasnm.gov)

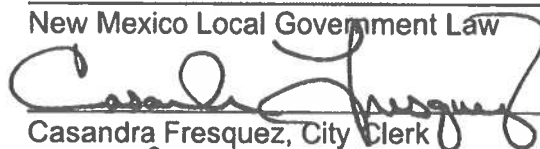
Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **LANDSCAPING & GROUND MAINTENANCE** Opening No. 2024-15; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of a bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

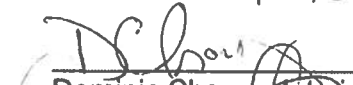
CITY OF LAS VEGAS,

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

New Mexico Local Government Law

  
\_\_\_\_\_  
Cassandra Fresquez, City Clerk

Dominic Chavez, Interim Finance Director

  
\_\_\_\_\_  
Dominic Chavez, Interim Finance Director

  
\_\_\_\_\_  
Helen Vigil, Purchasing Officer

Opening No. 2024-15

Date Issued: 1/22/2024

Published:	<u>Las Vegas Optic</u>	<u>Jan 26</u>	<u>.2024</u>
	<u>Albuquerque Journal</u>	<u>Jan 26</u>	<u>.2024</u>
	<u>www.lasvegasnm.gov</u>	<u>Jan 26</u>	<u>.2024</u>

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:\_\_\_\_ p.m., \_\_\_\_\_, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices: ON THE FOLLOWING:

**LANDSCAPING & GROUND MAINTENANCE**

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Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **LANDSCAPING & GROUND MAINTENANCE** Opening No. 2024-\_\_\_\_ on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of a bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS.

\_\_\_\_\_  
Tim Montgomery, Interim City Manager  
  
\_\_\_\_\_  
New Mexico Local Government Law

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

\_\_\_\_\_  
Dominic Chavez, Interim Finance Director

\_\_\_\_\_  
Helen Vigil, Purchasing Officer

Opening No. 2024-\_\_\_\_

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

Published: Las Vegas Optic \_\_\_\_\_ . 2024  
Albuquerque Journal \_\_\_\_\_ . 2024  
[www.lasvegasnm.gov](http://www.lasvegasnm.gov) \_\_\_\_\_ . 2024

**BIDDER INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

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

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): LANDSCAPING & GROUND MAINTENANCE

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ } ss

I, \_\_\_\_\_, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_



## STANDARD BID CLAUSES

### **AWARDED BID:**

Awarding of bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

### **TIMETABLE:**

Bid pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Feb 21, 2024; 2: 30 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for **TBD, 2023**. The successful Bidder will be notified by mail.

### **ENVELOPES:**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted Bid.

### **BRIBERY AND KICK-BACK:**

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state 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. NMSA 30-41-1 through 30-41-3 include that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### **NON-COLLUSION:**

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition, in connection with the submitted bid.

### **RESPONSIBILITY OF BIDDER:**

At all times it shall be the responsibility of the Bidder to see that their bid is delivered to the City Clerk by the **Date** and **Time** scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, this bid will not be considered.

### **CLARIFICATION OF BID:**

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the **Department** involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said **Bid Specifications, Opening Date, or Time Change** will be made by Addendum only. Interpretations, Corrections or changes of said Bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

### **MODIFICATION OF BID:**

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission **must be prior** to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

### **WITHDRAWAL OF BID:**

A low Bidder alleging a material mistake of fact, **after** bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department **prior** to the scheduled awarding date.

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**INSPECTION:**

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

**FEDERAL TAX IDENTIFICATION NUMBER:**

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER:**

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

### COMMERCIAL WARRANTY:

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

### SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and five (5) copies of Bid documents. Failure to comply with this requirement may result in the rejection of the submitted Bid.

### LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

### DEFAULT:

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provision of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include but are not restricted to acts of GOD or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, this paragraph shall not be exclusive and shall be in addition to any other rights now being provided by law.

### BID PROTESTS:

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

### NON-EXCLUSION:

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

**CONTRACT:**

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specific contract has been created).

**TERMINATION:**

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

**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.

The City of Las Vegas Utilities Department intends to make multiple awards to qualified bidders and will use the lowest bidder and advantageous bidder to accommodate the need of service of the City.

The term of this agreement shall be a period of one (1) year. Due to the need of continuity of the services, the term may be extended from year to year for a maximum of four (4) years.

**CITY OF LAS VEGAS  
BIDFORM**

**BID ITEM (S): LANDSCAPING & GROUND MAINTENANCE**

**Scope of Work:**

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for the City of Las Vegas. Work to be performed comprises general grounds keeping, cleanup of landscape areas as designated in each service Area City wide and, when necessary, repairs to vandalism, and replacement of plant materials. Services to be rendered include but are not limited to the following:

- A) Maintenance of groundcover areas, mowing and edging
- B) Removal of litter and debris from fence lines and street curbs
- C) Pruning of trees and shrubs
- D) Application of chemical agents for control of weeds
- E) Replacement of plant material
- F) Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work outside the scope of the landscaping maintenance contract.
- G) Establish schedules with city staff of specific days each facility will be maintained.
- H) Respond to emergencies within 40 hours (during working hours) with a call & response.
- I) Perform all work in a professional skillful manner using quality equipment and materials.
- J) Landscape, design, and installation in coordination with the applicable Department.
- K) Other Landscaping maintenance tasks not specified above.

**Landscaping & Maintenance:**

Labor: \$ \_\_\_\_\_ (Hour)

Labor: \$ \_\_\_\_\_ (Foreman/ Hour)

Equipment: \$ \_\_\_\_\_ (Hour/ Specify Equipment)

Equipment: \$ \_\_\_\_\_ (Hour/Specify Equipment)

Equipment: \$ \_\_\_\_\_ (Hour/ Specify Equipment)

Equipment: \$ \_\_\_\_\_ (Hour/ Specify Equipment)

Chemical Application: \$ \_\_\_\_\_

Tree Pruning: \$ \_\_\_\_\_ (Hour/ Equipment/ Disposal Fee)

Litter & Debris Removal: \$ \_\_\_\_\_ (Hour/ Equipment/ Disposal Fee)

Other Additional Cost/ Repairs: \$ \_\_\_\_\_ (Please Specify)

**Note:** You may provide additional bid forms with all labor, equipment, chemical, material, and disposal fees, with specifications, not listed above.

## 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.

Date

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 21-Feb-2024

OPENING NO.: 2024-15

TIME: 2:30 PM

DEPARTMENT: **UTILITIES**

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

ITEM(S): **LANDSCAPING & GROUND MAINTNEANCE**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 <u>Franco's Trees Landscaping</u>	<u>Prices Vary per hour/ton</u>	<u>0</u>	<u>0</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 <u>Parsons Lawn &amp; Landscaping</u>	<u>Prices Vary per hour/ton</u>	<u>0</u>	<u>0</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3					
4					
5					
6					

COMPANY REPRESENTATIVE

COMPANY NAME

<u>Juan man Ortega</u>	<u>CLV Utilities</u>
<u>Jennifer Montoya</u>	<u>CLV - Utilities</u>
<u>Gene Pearson</u>	<u>Parson's Lawn &amp; Landscaping</u>
<u>July 18</u>	<u>CLV Purchasing</u>
<u>1/21/24/1/1/24</u>	<u>CLV INVENTORY</u>

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]  
DATE: 2/21/24

OPENED BY: FINANCE DEPARTMENT

[Signature]  
DATE: 2/21/2024

COPIES TAKEN BY DEPT:

[Signature]  
DATE: 2/21/24



# City of Las Vegas

<b>DIVISION</b>	Utilities Division
<b>BID NAME</b>	Landscaping & Ground Maintenance
<b>LOCATION</b>	905 12th Street
<b>BID NUMBER</b>	RFB #2024-15
<b>BID DATE</b>	21-Feb-24

BID QUANTITIES					Parsons Lawn & Landscaping		Francos Trees Landscaping	
REF NO.	BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT	BID	UNIT	BID
1	A	Labor	Hr	EA	Labor	\$34.50	Labor	\$33.00
2	B	Labor	Hr	EA	Foreman	\$44.50	Foreman	\$50.00
3	C	Equipment	Hr	EA	Small Equipment	\$35.00	Equipment	\$90.00
4	D	Equipment	Hr	EA	Walk Behind Mower	\$55.00	Equipment	\$40.00
5	E	Equipment	Hr	EA	Riding Mower	\$95.00	Chipper	\$350.00
6	F	Equipment	Hr	EA	Brush Hog	\$95.00	Stump Grinder	\$350.00
7	G	Equipment	Hr	EA	Attachments	\$65.00	Na	
8	H	Equipment	Hr	EA	Work Truck	\$50.00	Na	
9	I	Chemical Application	Hr/FT	EA	Per Foot	\$0.10	Hour	\$170.00
10	J	Tree Purning	Hr	EA	Tree Pruning	\$150.00	Tree Pruning 15ft	\$55.00
11	K	Litter & Debris Removal	Hr	EA	Removal	\$65.00	Removal	\$40.00
12	L	Other Additional Costs	Hr	EA	Per invoice	10.00%	TBD on Project	

PARSONS

**REQUEST FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., Feb 21, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**LANDSCAPING & GROUND MAINTENANCE**

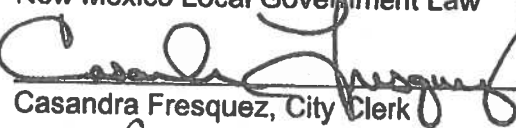
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: **City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or www.lasvegasnm.gov**

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **LANDSCAPING & GROUND MAINTENANCE** Opening No. 2024-15; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of a bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

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

\_\_\_\_\_  
New Mexico Local Government Law  
  
\_\_\_\_\_  
Casandra Fresquez, City Clerk

  
\_\_\_\_\_  
Dominic Chavez, Interim Finance Director

  
\_\_\_\_\_  
Helen Vigil, Purchasing Officer

Opening No. 2024-15

Date Issued: 1/22/2024

Published: Las Vegas Optic Jan 26 .2024  
Albuquerque Journal Jan 26 .2024  
www.lasvegasnm.gov Jan 26 .2024

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CITY OF LAS VEGAS.

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

  
\_\_\_\_\_  
New Mexico Local Government Law

\_\_\_\_\_  
Casandra F. Siquero, City Clerk

\_\_\_\_\_  
Dominic Chavez, Interim Finance Director

\_\_\_\_\_  
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[www.lasvegasnm.gov](http://www.lasvegasnm.gov) \_\_\_\_\_, 2024

BIDDER INFORMATION

OFFEROR: Parson's Lawn & Landscaping

AUTHORIZED AGENT: Gene Parson

ADDRESS: 627 South Pacific St. LUNM 87701

TELEPHONE NUMBER (505) 429-0271

FAX NUMBER (505) 425-5074

DELIVERY: Las Vegas, N.M.

STATE PURCHASING RESIDENT CERTIFICATION NO.: None

NEW MEXICO CONTRACTORS LICENSE NO.: 30767

BID ITEM (S): LANDSCAPING & GROUND MAINTENANCE

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AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF San Miguel } ss

I, Gene Parson, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gene Parson  
Signature

Subscribed and sworn to before me, this 21<sup>st</sup> day of Feb, 2024.



Angela Archuleta  
Notary Public Signature

My Commission Expires: 8-3-2025

## STANDARD BID CLAUSES

### **AWARDED BID:**

Awarding of bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

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In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition, in connection with the submitted bid.

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A low Bidder alleging a material mistake of fact, **after** bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department **prior** to the scheduled awarding date.

**WITHDRAWAL OF BID:**

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

**INSPECTION:**

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

**FEDERAL TAX IDENTIFICATION NUMBER:**

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 850 395 877  
SOCIAL SECURITY NUMBER: 585-94-9675

**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.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02096955004

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

### COMMERCIAL WARRANTY:

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

### SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and five (5) copies of Bid documents. Failure to comply with this requirement may result in the rejection of the submitted Bid.

### LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

### DEFAULT:

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provision of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include but are not restricted to acts of GOD or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, this paragraph shall not be exclusive and shall be in addition to any other rights now being provided by law.

### BID PROTESTS:

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

### NON-EXCLUSION:

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

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**CONTRACT:**

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specific contract has been created).

**TERMINATION:**

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

**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.

The City of Las Vegas Utilities Department intends to make multiple awards to qualified bidders and will use the lowest bidder and advantageous bidder to accommodate the need of service of the City.

The term of this agreement shall be a period of one (1) year. Due to the need of continuity of the services, the term may be extended from year to year for a maximum of four (4) years.



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CITY OF LAS VEGAS  
 BIDFORM

BID ITEM (S): LANDSCAPING & GROUND MAINTENANCE

**Scope of Work:**

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for the City of Las Vegas. Work to be performed comprises general grounds keeping, cleanup of landscape areas as designated in each service Area City wide and, when necessary, repairs to vandalism, and replacement of plant materials. Services to be rendered include but are not limited to the following:

- A) Maintenance of groundcover areas, mowing and edging
- B) Removal of litter and debris from fence lines and street curbs
- C) Pruning of trees and shrubs
- D) Application of chemical agents for control of weeds
- E) Replacement of plant material
- F) Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work outside the scope of the landscaping maintenance contract.
- G) Establish schedules with city staff of specific days each facility will be maintained.
- H) Respond to emergencies within 40 hours (during working hours) with a call & response.
- I) Perform all work in a professional skillful manner using quality equipment and materials.
- J) Landscape, design, and installation in coordination with the applicable Department.
- K) Other Landscaping maintenance tasks not specified above.

**Landscaping & Maintenance:**

Labor: \$ 34.50 (Hour) per laborer

Labor: \$ 44.50 (Foreman/ Hour)

Equipment: \$ 35.00 (Hour/ Specify Equipment)

Equipment: \$ 50 Walk Behind + 95 P. dig/hoiler (Hour/Specify Equipment) *String trimmer Hedge trimmer ie. small equipment*

Equipment: \$ 95 P. dig/hoiler or Dump trailer or skid steer (Hour/ Specify Equipment)

Equipment: \$ 65 Attachments ie. grapples, Auger etc. (Hour/ Specify Equipment)

Equipment: \$ 350 (Hour / work truck)

Chemical Application: \$ .10 ft<sup>2</sup>

Tree Pruning: \$ 150.00 Not including dump trailers (Hour/ Equipment/ Disposal Fee)

Litter & Debris Removal: \$ 65 (Hour/ Equipment/ Disposal Fee)

Other Additional Cost/ Repairs: \$ 10% per invoice for overhead etc (Please Specify)

Note: You may provide additional bid forms with all labor, equipment, chemical, material, and disposal fees, with specifications, not listed above.

Exclusions: Parks, B.B. Fields etc.

Item J) on a per project negotiated price

- Disposal Fees charged to departments

- Applicable GRT added to each invoice

## 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: None  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: None

Relation to Prospective Contractor: N/A

Date Contribution(s) Made: N/A

Amount(s) of Contribution(s) N/A

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)



Owner  
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.**

Date 2/21/24

Francos

**REQUEST FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 2:30 p.m., Feb 21, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**LANDSCAPING & GROUND MAINTENANCE**

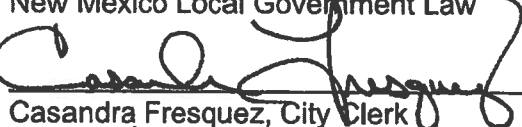
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or www.lasvegasnm.gov

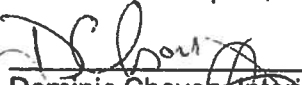
Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **LANDSCAPING & GROUND MAINTENANCE** Opening No. 2024-15; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of a bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

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

New Mexico Local Government Law  
  
\_\_\_\_\_  
Casandra Fresquez, City Clerk

  
\_\_\_\_\_  
Dominic Chavez, Interim Finance Director

  
\_\_\_\_\_  
Helen Vigil, Purchasing Officer

Opening No. 2024-15

Date Issued: 1/22/2024

Published: Las Vegas Optic Jan 26, 2024  
Albuquerque Journal Jan 26, 2024  
www.lasvegasnm.gov Jan 26, 2024

**BIDDER INFORMATION**

OFFEROR: Franco's Trees & Landscaping LLC

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: 08 star court Santa Fe, NM 87507

TELEPHONE NUMBER (505) 412-2875

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: 90716

NEW MEXICO CONTRACTORS LICENSE NO.: 19-00122824

BID ITEM (S): LANDSCAPING & GROUND MAINTENANCE

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF New Mexico }

COUNTY OF Santa Fe } ss

I, Jose M. Franco, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Jose M. Franco  
Signature

Subscribed and sworn to before me, this 8th day of Feb., 2024.

(SEAL)

Janel Diane Gonzales  
Notary Public Signature

My Commission Expires: 4/7/27

STATE OF NEW MEXICO  
NOTARY PUBLIC  
JANEL DIANE GONZALES  
COMMISSION # 1140071  
COMMISSION EXPIRES 04/07/2027

## STANDARD BID CLAUSES

### **AWARDED BID:**

Awarding of bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

### **TIMETABLE:**

Bid pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Feb 21, 2024; 2: 30 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2023. The successful Bidder will be notified by mail.

### **ENVELOPES:**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted Bid.

### **BRIBERY AND KICK-BACK:**

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state 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. NMSA 30-41-1 through 30-41-3 include that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### **NON-COLLUSION:**

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition, in connection with the submitted bid.

### **RESPONSIBILITY OF BIDDER:**

At all times it shall be the responsibility of the Bidder to see that their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, this bid will not be considered.

### **CLARIFICATION OF BID:**

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said Bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

### **MODIFICATION OF BID:**

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

### **WITHDRAWAL OF BID:**

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.



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**FEDERAL TAX IDENTIFICATION NUMBER:**

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 26-0835585  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

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NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-114096-003

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CITY OF LAS VEGAS  
BIDFORM

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- F) Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work outside the scope of the landscaping maintenance contract.
- G) Establish schedules with city staff of specific days each facility will be maintained.
- H) Respond to emergencies within 40 hours (during working hours) with a call & response.
- I) Perform all work in a professional skillful manner using quality equipment and materials.
- J) Landscape, design, and installation in coordination with the applicable Department.
- K) Other Landscaping maintenance tasks not specified above.

**Landscaping & Maintenance:**

Labor: \$ 33<sup>00</sup> (Hour)

Labor: \$ 50<sup>00</sup>/hr (Foreman/ Hour)

Equipment: \$ 90<sup>00</sup>/hr (Hour/ Specify Equipment)

Equipment: \$ 40<sup>00</sup>/hr (Hour/ Specify Equipment)

Equipment: \$ 350 Chipper (Hour/ Specify Equipment)

Equipment: \$ 350 Stump grinder (Hour/ Specify Equipment)

Chemical Application: \$ 170<sup>00</sup>/hr

Tree Pruning: \$ UP TO 15FT \$55<sup>00</sup> (Hour/ Equipment/ Disposal Fee)

Litter & Debris Removal: \$ 40<sup>00</sup>/hr Labor (Hour/ Equipment/ Disposal Fee)

Other Additional Cost/ Repairs: \$ TBD on project (Please Specify)

Note: You may provide additional bid forms with all labor, equipment, chemical, material, and disposal fees, with specifications, not listed above.

## 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: N/A  
(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.**

*J. Paul Franco*

Date *2/8/2024*



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

**Meeting Date:** March 20, 2024

**Date Submitted:** 3/12/24

**Department:** Executive

**Item:** Discussion/Direction and Possible Action on Animal Ordinance, Chapter 118.

*Mayor David Romero* Municipal Code, Chapter 118 Animals draft, needs to be discussed to determine which sections need to be amended.

**Fiscal Impact:**

**Attachments:** Municipal Code, Chapter 118 Animals (Draft)

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

*Samuel Obregon* 3/12/24  
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 \_\_\_\_\_

## Chapter 118. ANIMAL SERVICES

### § 118-1. Short Title; Purpose.

- A. This chapter shall be known and may be cited as the "Las Vegas Animal Control Ordinance."
- B. It is the intent of the City Council that enactment of this chapter will protect animals from cruelty, neglect, and abuse, protect residents from annoyance and injury, assist in providing housing for animals in a control center, finance the functions of licensing and recovery and establish a program for sterilization of animals.

### § 118-2. Definitions.

As used in this Chapter:

*Abandonment* means the voluntary and intentional withdraw of support and care of an animal so as to renounce ownership.

*Administrator* means the person responsible for the operations of the animal services division.

*Animal* means any live vertebrate or invertebrate member of the animal kingdom excluding human beings.

*Animal Control officer* means an employee of the city, designated as such by the administrator, who has the authority of a peace officer to issue citations for violations of this chapter and performs such other duties relating to animal services as prescribed by the city manager.

*Animal Control Shelter* means A facility designated by the City of Las Vegas for the humane treatment of animals pursuant to the provisions of this chapter.

*Anti-escape provision* means any housing, fencing or device which a guard dog cannot go over, under, through or around.

*Bite* means an actual puncture or tear of the skin inflicted by the teeth of an animal.

*Breeder* means any person involved in controlled breeding of animals except those complying with subsection 5-9.5 SFCC 1987 for litter fees. Breeders are subject to the professional animal care permit requirements set forth in subsection 5-6.2 SFCC 1987.

*City* means the City of Las Vegas, New Mexico, a municipal cooperation.

*Commercial property* means:

- A. A portion of land, buildings, or land and buildings in the city, zoned for, or utilized for commercial or business uses, including temporary sites; and
- B. Any vehicle utilized for commercial or business purposes in the city.



**Cruelty** means an overt act committed with the intent to harm or needlessly kill an animal or committed out of depraved indifference for the animal's wellbeing, including but not limited to torture, maiming, beating or otherwise committing violence that causes injury or death.

**Dangerous animal** means:

- A. An animal which, when unprovoked, engages in behavior that requires a defensive action by a person to prevent great bodily harm to a person or domesticated animal provided that the person or the second animal are not on the premises of the owner or person having custody of the first animal; or
- B. An animal which, when unprovoked, injures a person but the injury does not result in great bodily harm; or
- C. An animal which, because of its poisonous bite or sting, constitutes a significant hazard to the public.

**Designated area** means An area of private land which is determined by a property owner to house animals under the provisions of this chapter.

**Great bodily harm** means an injury to a person or domesticated animal which:

- A. Creates a high probability of death; or
- B. Results in serious disfigurement; or
- C. Results in loss of any member or organ of the body; or
- D. Results in permanent or prolonged impairment of the use of any member or organ of the body.

**Grooming parlor** means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetic services for profit.

**Guard dog** means any dog that is utilized to protect commercial property, as defined above.

**Guard dog site** means any premises utilizing a guard dog that has a current guard dog permit.

**Handler** means a person who trains dogs for socialization or dog shows or trials or a security person capable of controlling guard dogs or is responsible for and capable of controlling the operations of a dog.

**Hobby Breeder** means a person involved in showing or controlled breeding of dogs and cats that are registered with a national or international registry or organization, and possesses the required permits.

**Housing** means any location where the guard dog is kept when not conducting security role.

**Hybrid** means an animal created by breeding animals of different species. For purposes of this article, it includes, but is not limited to, the hybrid offspring of domesticated dogs and wolves, or domesticated dogs and coyotes.

*Impound* means to take-up and confine an animal in a humane manner.

*Inspection officer* means an animal services officer authorized by ordinance to conduct inspectorial searches.

*Inspection order* means an order issued by a municipal or district court judge.

*Inspectorial search* means an entry into and examination of premises for the purpose of ascertaining the existence or nonexistence of conditions dangerous to health or safety or otherwise relevant to the public interest, in accordance with inspection prescribed by this chapter enacted for the promotion of public well-being.

*Kennel* means any commercial establishment or premises where ten (10) or more dogs or cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever, with the exception of state-inspected veterinary hospitals and shelters.

*Licensed veterinarian* means a person with a Doctor of Veterinary Medicine Degree, licensed to practice in the state.

*Livestock* means cattle, horses, mules, donkeys, swine, sheep or goats.

*Neglect* means an overt act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age and condition.

*Nuisance* means, but is not limited to defecation, urination, disturbing the peace, emitting noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants of the city.

*Owner of animal* means a person who owns, harbors or keeps, or knowingly permits an animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain on or about their premises.

*Person* means any individual, household, firm, partnership, corporation, company, society, association, and every officer, agent or employee thereof.

*Person in charge* means, for the purpose of inspection, the individual present in an establishment who is the apparent supervisor of the establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present shall be considered the person in charge.

*Pet* means any domesticated creature (non-livestock) kept for pleasure rather than commercial use.

*Pet shop* means any commercial establishment or premises or part thereof maintained for the purchase, sale, exchange of animals of any type, except that the term shall not include livestock auctions.

*Playground* means an area where outdoor equipment is placed for children to play on, athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard parks, etc.



**Police dog** means any dog owned by a public agency and used in law enforcement activities under the direction of a trained and certified handler.

**Premises** means a parcel of land and the structures thereon.

**Professional animal care business** means a business operated by a person or persons that involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet day care, pet sitting, pet store, training facility, dog walking, and circus acts.

**Professional animal care permit** means a permit issued by the City of Las Vegas animal services administrator to a professional animal care business.

**Quarantine** means to detain or isolate an animal suspected of having a contagious disease.

**Refuge** means an establishment owned or operated by a nonprofit organization, approved by the City, whose function is to aide and comfort more than four (4) but no more than twelve (12) animals.

**Restraint** means:

- A. Confinement within the real property limits of an animal owner where the animal is secured by a fence or kennel and is otherwise under the control of a responsible person; or
- B. Reasonable and safe confinement within a vehicle in a manner that prevents an animal from escaping.

**Running at large** means not to be confined within a building, shelter, walled or fenced area or secured by a leash, unless under the direct control of the owner/handler or keeper.

**Service animal** means a dog or miniature horse that is individually trained to do work or perform tasks for a person with a disability.

**Shelter** means:

- A. Any establishment owned and operated by a non-profit humane organization licensed to do business in the state; or
- B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate an animal, allowing for freedom of movement to make normal postural adjustments, including the ability to stand, turn around, and lie down with limbs outstretched including, but not limited to, a dog house, shed, barn, private residence, or similar structure.

**Stray animal** means any animal found running at large beyond the boundaries of the premises of the owner.

**Unaltered** means not neutered or spayed.

**Vaccination** means protection provided against rabies by inoculation with anti-rabies vaccine recognized and approved by the state.

*Vicious animal* means an animal which kills, bites and/or causes great bodily harm. It does not include an animal that bites, attacks or injures a person or second animal unlawfully upon the premises of the owner or person having custody of the first animal. Any animal that has previously been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent offense.

*Wild or exotic animal* means any animal not normally considered domesticated and shall include, but not be limited to, the following:

- A. Class Reptilia; Order Phidia, such as racers, boas, water snakes, and pythons, and order loricata, such as alligators, caymans and crocodiles;
- B. The following members of the class Aves; order falconiforms, such as hawks, eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries, and emus;
- C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers, jaguars, leopards, and cougars, except commonly accepted domesticated cats; family canidae, such as wolves, dingos, coyotes and jackals, except commonly accepted domesticated dogs; family mustelidae, such as weasels, martins, mink, badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia, such as kangaroos, and common opossums; order edentata, such as sloths, anteaters, and armadillos; order proboscidea, such as elephants; order primata, such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines; order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and camels but excluding cattle, swine, sheep, and goats; and order euungulata such as rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and mules; and
- D. Hybrids, which includes the offspring of two (2) animals of different races, breeds, species, varieties or genera involving any one or more of the animals mentioned in Subsections A—D above.

## **ARTICLE II. ADMINISTRATION**

### **§118-3. Powers and Duties of City Manager**

The City Manager and administrator are responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the city manager to carry out the intent and purpose of this chapter pursuant to the standard created by this chapter. The City Manager may delegate authority to the administrator and other duly appointed animal control officers and he/she deems appropriate to carry out the provisions of this chapter.

### **§118-4. Animal Control Officers to Issue Citations.**

The city police, the administrator and animal control officers have the authority to issue citations for violations of this chapter and to perform such other duties as are prescribed by the city manager. An animal services officer shall wear a uniform, and a badge, and a name tag identifying him/her as an animal services officer. The badge shall be returned to the administrator upon the termination of their employment.



**§118-5. Right of Entry of animal control officers for apprehending at large or stray animals.**

Animal Service officers, in the performance of their duties, may enter upon probate property, except a private residence, for the purpose of apprehending animals running at large and stray animals.

**§118-6. Resisting or obstructing an animal control officer.**

- A. Whoever commits resisting or obstructing an animal services officer is guilty of a petty misdemeanor.
- B. Resisting or obstructing any animal services officer consists of the following:
  - (1) Knowingly obstructing, resisting or opposing any animal services officer of the city or any other duly authorized person serving or attempting to serve or execute any process or any rule or order of any of the courts of this state or any other judicial writ or process regarding the enforcement of this chapter; or
  - (2) Resisting or abusing any animal services officer in the lawful discharge of his/her duties.

**ARTICLE III. ANIMAL CONTROL SHELTER**

**§118-7. Established.**

There is an established one (1) animal control shelter as designated by the City of Las Vegas.

**§118-8. Hours of business.**

The animal services center shall be kept open to the public for the transaction of business during the hours set by the administrator.

**§118-9. Possession, confinement and Impoundment of Animals**

It is the duty of the animal control officers to take-up and impound in the animal shelter any stray, dangerous, vicious or any animal kept or maintained contrary to this chapter.

§118-9.1. A stray animal may be confined at the animal control shelter for a period of at least three (30 days during which time the City will make reasonable attempts to notify the owner, if the owner can be reasonably ascertained by a license, rabies tag or other reasonable means. If identification of an owner is not possible within three (3) days, the stray animal will become property of the city and shall be placed for adoption.

§118-9.2. The animal services officers may impound animals that are destroying public or private property or endangering the welfare of any person or animal that is lawfully on public or private rights-of-way. Any animal in violation of this subsection is declared to be a nuisance, a menace to the public health and safety, and shall be impounded. A notice of impoundment shall be left when an animal is impounded from private property. An attempt shall be made by the animal services officers to contact the owner.

§118-9.3 Upon intake into the animal control shelter, all dogs and cats shall be vaccinated. The rabies vaccine shall not be given to an animal less than three (3) months of age or to any animal in which the vaccination history can be traced. It shall be the responsibility of an animal owner redeeming an animal legally impounded to pay for animal boarding per day, the costs of all medical treatment, including vaccinations, and other expenses incurred as deemed necessary by the animal control shelter, and all other reasonable costs. The City of Las Vegas shall establish, by resolution, appropriate fees. In addition, the owner shall pay any license fees due, cost of inoculations or other costs incurred in the care and maintenance of said animal.

§118-9.4. No animal that has been impounded by the City will be adopted out for the purpose of breeding or sale. Every dog and cat adopted from the Animal Control Shelter shall be neutered or spayed by a licensed veterinarian and vaccinated in compliance with state statutes. The cost of these activities shall be paid to the City by the person adopting the dog or cat prior to release of the animal. Neutering, spaying and vaccinations will not apply to animals which are less than five months old. If the animal is retrieved by the owner, the owner shall pay all fees and costs associated with housing the animal, including any vaccination fees.

§118-9.5. If the identification of the owner is not made, and the stray animal becomes property of the city, the Administrator shall determine if the animal is deemed by the administrator vicious or dangerous, at which time the administrator shall have the option to terminate the animal's natural life and have the animal humanely euthanized. A report shall be completed by the administrator and kept for records of each animal terminated under this sections.

§118-9.6 If the administrator determines that an animal is a threat to public safety or that an animal's safety is in jeopardy, the administrator may impound the animal, at the owner's expense, for the time necessary to seek a court order to hold the animal until the case against the owner or caretaker of the animal is heard in municipal court. Any attempt to obtain such a court order shall be made expeditiously. The owner or caretaker of the animal shall be responsible for any and all boarding and medical costs that accrue as a result of such impoundment.

§118-9.7. In the event of sickness or injury of an animal, and upon the advice of a licensed veterinarian, the administrator may take such action as called for to prevent undue pain and suffering including immediate humane euthanasia of the animal.

§118.9.8. Animal service officers, in the performance of their general duties, may enter upon private property to take-up and impound any animal that is kept or maintained contrary to this chapter and is in imminent danger of harm, except that animal service officers may not enter a private residence without approval of the occupant or the appropriate authority. Prior to entering private property, an animal services officer shall first attempt to make contact with the owner of the animal

§118-9.9. The City shall maintain, for a reasonable period of time as determined by the City Manager, records of all animals impounded in the shelter. The record shall contain at least the following information:



1. A complete description of the animal;
2. The manner and date of its acquisition by the center;
3. A description of all reasonable attempts at locating the owner;
4. The date and manner of its disposal;
5. The name and address of the purchaser or adoptee of any animal; and
6. All fees received.

**§118-10.** No person shall, without the knowledge or consent of the owner, hold or retain possession of any animal of which he is not the owner, for more than 24 hours without first reporting the possession of an animal to the Police Department, giving his name and address, a true and complete statement of the circumstances under which he took up the animal, a description of the animal and the precise location where such an animal is confined.

**§118-11.** It is unlawful for a person taking up an animal to fail to give the notice required above and for any person having such animal in his possession to fail or refuse to immediately surrender such animal to the City or his designee upon demand thereof.

**§118-12.** It shall be the responsibility of the City of Las Vegas to dispose of any animal by the use of an incinerating device. This is to assure a humane disposal procedure and assure a healthy environment. The City of Las Vegas shall establish, by resolution, appropriate fees. Payment for disposal through cremation, whether at the owner's personal request, or through enforcement of §§118-9 and 118-9.4. and will be the responsibility of the owner per the following fee schedule:

A. If an individual, laboratory, or business has a small animal (0 to 30lbs) which belongs to it which has been impounded and desires to have the same disposed of by cremation, the fee shall be \$50.

B. If an individual, laboratory, or business has a large animal (30lbs and greater) which belongs to it which has been impounded and desires to have the same disposed of by cremation, the fee shall be \$100.

#### **ARTICLE IV. OWNERS DUTIES.**

##### **§118-13. Rabies Vaccinations.**

- a. It is the duty of all persons owning or keeping a dog or cat over the age of five months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for one year and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The City may require other animals to receive annual rabies vaccination. The veterinarian administering antirabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper

of the animal, a description of the animal vaccinated, the date of vaccination and the expiration date of the period of immunity.

- b. It is unlawful for the owner or keeper of any dog or cat to fail to exhibit its certificate of vaccination upon demand by the City, **an animal control officer or police officer.**

#### **§118-14. Rabid Animals**

An animal that has rabies or shows signs of having rabies and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of the infection notify the **City via city police, Animal Shelter Administrator and/or animal control officer and the State Health Department as to the place where the animal is confined and shall surrender said animal to the Animal Control Officer upon demand.** The City shall then deal with the rabid animal pursuant to state law.

#### **§118-15. Biting Dogs or other biting animals.**

A. The owner of an animal that bites a person and a person bitten by an animal shall report that occurrence to the City and the State Health Department within 24 hours. The owner of an animal that bites a person shall surrender said animal to the Animal Control Officer if the City deems it necessary to impound said animal for a period of observation.

B. A physician who renders professional treatment to a person bitten by an animal shall report that fact to the City and the State Health Department within 24 hours of his first professional attendance. The physician shall give the name and address of the owner of the animal that inflicted the bite, if known, and any other facts or details that may assist the City in ascertaining the immunization status of the animal.

C. Home confinement.

1. An animal that bites a person shall be confined securely at a place and for a period of time deemed necessary by the City. The owner of the animal shall bear the cost of confinement. The City may consent to confinement on the owner's premises but only if the animal had a current rabies vaccination at the time the bite was inflicted. The premises where the home confinement is to occur shall be inspected and approved for such purposes by an Animal Control Officer. The owner of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the City before consent may be given for such home confinement.

2. A person who has custody of an animal that has bitten a person shall immediately notify the City if the animal shows any signs of sickness, abnormal behavior or if the animal escapes confinement. If the animal dies while it is in confinement, the person having custody of the animal shall notify the City or an animal control official and relinquish any claims to said animal.



**§118-16. Restraint of animals.**

- A. Voice command is not an acceptable form of restraint.
- B. Except for city permitted events that allow for animals to be present, animals which are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming pools, or within a building, any of which are owned, operated or maintained by the city, nor shall they be allowed upon the premises of public schools, preschool through high school unless permission is obtained from the school official. All animals which are not service animals shall be prohibited in Cathedral Park.
- C. Animals shall not be allowed upon a public street, alley, easement, city property or other place open to the public or upon any property other than that of the owner of the animal unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and under the immediate effective physical control of the person having custody thereof. Longer, retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. The person having custody shall be a person of such age and maturity to be reasonably responsible therefor and shall be capable of controlling and restraining the animal. A person inside an enclosed structure shall not be considered to be in the physical control of a dog not in the enclosed structure. The provisions of this paragraph do not apply when an animal is participating in a bona fide animal show or training program which has been authorized by the animal services division or is in a city park designated by the governing body as an off-leash exercise ground for dogs. The provisions also do not apply to police canine units unleashed while on public property while acting in a law enforcement activity.
- D. Animals located upon the property of the owner of the animal shall be restrained in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The animal shall be restrained in such a way as to prevent the animal from reaching outside the perimeter of the property.
- E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat so it cannot fall or jump from the truck or be strangled.
- F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes to permit an individual to render aid to a human or other animal, and only when the owner is immediately present.

**§118-17. Confinement of Animals during estrus (heat)**



Any female animal in the stage of estrus (heat) shall be confined to a well-ventilated building, escape-proof kennel or a boarding facility so that contact with a male animal will be prevented except for intentional breeding purpose, with required permits. Owners who do not comply with this section may be required upon direction of an animal services officer to place such animal in a boarding kennel or veterinary hospital at the owner's expense.

#### **§118-18. Licenses for Dogs and Cats**

- A. Any person owning, possessing or harboring any dog five (5) months of age or over shall obtain a license and micro-chip for such animal. Written application for such license shall be made on such forms as supplied by the City and shall state any information deemed necessary by the City. A current rabies vaccination certificate shall be presented at the time of the application for license. The license fee (tag, micro-chip and certificate) for this section shall be twenty (\$20) dollars for a neutered animal and twenty five (\$25) dollars for an unneutered animal. In the event a tag is lost, replacement tags costing \$1 shall be purchased. The license shall expire one year from the date of issuance and may be renewed for one (1), three (3) or five (5) years.
- B. A current license tag shall be affixed to the licensed dog at all times in a reasonable manner unless the licensed dog is being kept in an approved kennel, veterinary hospital, is appearing in an approved show or is being trained; provided that the person who is training a dog shall have in his personal possession the valid license tag for each dog and shall immediately display such upon request by an animal control officer, animal shelter personnel or other law enforcement officer.
- C. Animals belonging to nonresidents who do not keep said animals within the corporate limits of the City of Las Vegas for 30 consecutive days shall be exempt from this section; provided, however, that all the other provisions of this chapter must be complied with.
- D. The license fees shall not apply to service animals.

#### **§118-19. Care and maintenance of dogs.**

For any dog kept outside, all of the following must be provided:

- A. A shelter accessible to the dog at its will. The shelter shall be made of durable material with a solid, moisture-proof floor that does not permit rain to enter it. The shelter shall not be constructed of metal or any material that readily conducts heat or cold. The shelter must contain a sufficient quantity of suitable, clean bedding material appropriate to local climate conditions and sufficient to protect against cold and dampness. Materials that retain moisture shall not be utilized for bedding.
- B. One or more areas of shade by natural or artificial means large enough to accommodate the entire body of the dog at one time to provide protection from the direct rays of the sun. The shaded area must be separate and outside of the shelter.
- C. Easy and constant access to clean water.

D. A confined area free of garbage and other debris that might endanger the dog's health and safety. The confined area shall be kept free of feces and vermin and insect infestations such as ant hills, wasp nests, or flea, tick, and maggot infestations.

**§118-20. Space requirements.**

Animals shall be allowed in designated areas in the following ratios.

A. Maximum of:

- Cow(s): one cow per ½ acre
- Horse(s): one horse per ½ acre
- Sheep: one sheep per 1/3 acre
- Goat(s): one goat per 1/3 acre
- Pig(s): one pig per ¼ acre
- Chicken(s): one chicken per 200 square feet
- Duck(s): one duck per 200 square feet
- Geese: one goose per 200 square feet
- Rabbit(s): one rabbit per 200 square feet

B. The areas housing these animals must be fenced with appropriate fencing for the type of animal. Including but not limited to five (5) strand barbed wire, chicken wire, or other appropriate fencing to keep the animal enclosed.

C. The designated enclosed area must be at least fifty (50) feet from a residential structure or commercial business not owned and inhabited by the owner of the animals.

D. The designated area must be kept clean of animal waste or other material which may attract flies or emit obnoxious odors.

E. Failure to abide by this section, specifically subsection D, can result in citation for nuisance by animal control officers and imposition of fines and set forth below in this chapter.

**§118-21. Permitted number of Animals.**

A. No household or member thereof is allowed to own, harbor or keep dogs or cats, or any combination thereof, totaling more than four animals, consisting of animals subject to the licensing requirements of §118-18; provided that any household owning dogs or cats or any combination thereof totaling more than four animals, which animals are licensed before the effective date of this section, shall be allowed to retain more than four animals only as long as the particular animals owned on the effective date remain in the possession of said household; provided, further, that the head of any household shall be held responsible for any violation of this section by the household or any of its members.



B. Any household or member thereof owning, harboring or keeping more than four dogs or cats on the date that this provision becomes effective shall be permitted to own, harbor or keep such number of animals upon the following conditions:

1. That the owner, within 30 days after the effective date hereof, report in person to the Animal Control Shelter a description of such animals;
2. That all such owners, upon reporting in person to the Animal Control Shelter, provide proof of compliance with §118-13 and §118-18;
3. That the Animal Control Officer conduct an inspection of the premises to ensure proper care and maintenance; and
4. The owner wishing to own more than four (4) dogs or cats pays a fee of \$25 and upon completion of all requirements the animal control officer submits an approved permit and record of the approval be kept by the administrator.

**§118-22. Professional Animal permit required for kennels, pet shops, hobby breeders, certain shelters and related businesses.**

The city declares it to be conducive to the promotion of the health and general welfare of the inhabitants of the city to require a professional animal care permit to operate a kennel, grooming parlor, pet shop, refuge or shelter or to be a hobby breeder and impose certain regulations and inspection fees on those engaged in operating, maintaining or owning a kennel, grooming parlor, refuge or shelter or pet shop, or being a hobby breeder.

- A. Kennels, grooming parlors, pet shops, refuges, hobby breeders and shelters shall be allowed only in zones designated by Chapter 450, Zoning.
- B. Procedures for obtaining a professional animal permit; fees and renewals.
  1. Persons operating kennels, grooming parlors or pet shops or hobby breeders shall obtain a professional animal permit approved by the Administrator.
  2. An application for a professional animal permit shall be filed on forms provided by the City Manager or Administrator.
  3. Each application for a professional animal permit must include a petition on forms provided by the City signed by the residents and owners of all property, abutting the property for which the permit has been requested, not including public right-of-way, stating that said residents and property owners have no objection to the permit being issued. The person applying for the permit is responsible for obtaining the signatures. Provided, however, that the applicant may submit a petition not signed by all abutting resident and property owners if he is unable to obtain their signatures, and said petition must give the names and addresses of the residents and property owner who have not signed. The City Manager may contact any of the abutting residents or property owners to discuss the application.

4. Within 30 working days of receipt of an application for any professional animal permit, the administrator or animal control officer shall inspect the premises to determine whether they comply with the standards established by this chapter.

5. The City Manager shall conduct a public hearing on each application for a professional animal permit for a refuge. At least 15 days before the date of this hearing, the applicant must post and maintain one or more signs as provided and where instructed by the City Manager. It is unlawful for any person to remove or tamper with any such required sign during the period it is required to remain under this subsection. The City Manager shall notify the applicant by mail of the date, time, and place of hearing and shall also mail written notices not less than six days prior to the date of the hearing to all owners of property within 100 feet of the exterior boundaries of the property which is the subject of the application, using for this purpose the last known name and address of the owners shown in the records of the San Miguel County Assessor.

6. Within 30 working days after the inspection required for any professional animal permit or the public hearing on an application for a refuge, the City Manager shall approve, approve with conditions, or deny the professional animal permit application. The City Manager shall approve an application if he determines that:

- a. The standards established by this chapter, by Chapter 450, Zoning, and other applicable laws and regulations are met.
- b. The activity would not be detrimental to the public welfare.
- c. The professional animal permit would not be injurious to the neighborhood. In making his decision, the City Manager shall assess neighborhood input from public hearing for refuges, the petition for hobby breeders or any complaints which have been made against the refuge or hobby breeder to determine the seriousness of any objections, but neighborhood input shall not be the sole determinant of his decision.

7. Should the applicant for any professional animal permit, any party in the public hearing required for a permit for refuge, or any resident or property owner residing or owning property which abuts the premises of a hobby breeder wish to appeal the City Manager's decision, such appeal must be made to the City Council.

8. If the professional animal permit application is approved by the City Manager, the applicant shall pay a permit fee of \$25 and the permit shall be issued; provided, however, that shelters shall be exempt from this fee and applicants for hobby breeder may either purchase a regular license as provided in §118-18 or pay a fee of \$25 for the professional animal permit. New professional animal permits for kennels, grooming parlors, pet shops or animal shelters, but not a renewal, shall be issued with permit fees prorated on a semiannual basis. Except for refuges, professional animal permittees who keep their animals confined shall, at the option of the permittee, be

exempt from the animal license requirements of this chapter, and will not be issued any license tags unless the required animal license fee is paid; provided that hobby breeders who are professional animal permittees will be issued license tags when the required fee for the professional animal permit is paid, but will be exempt from the animal license requirements as provided in §118-18 for each animal on the premises.

9. Professional animal permits are not transferable from one person to another person or place. A valid permit shall be posted in a conspicuous place in every kennel, grooming parlor, pet shop, refuge and shelter.

10. A professional animal permit holder shall notify the animal care administrator of any change in his operation which may affect the status of his permit and shall keep the administrator apprised of any changes in name or location of the activities covered by the permit.

11. Persons in charge of any kennel, grooming parlor, pet shop, refuge or shelter and any hobby breeder shall be responsible for complying with this chapter. There shall be kept at each kennel, grooming parlor, pet shop, refuge or shelter, and hobby breeder's premises a record of all animals received and of their final disposition.

12. The professional animal permit for kennels, grooming parlors, pet shops, and animal shelters shall expire December 31 of each calendar year, and an application for renewal shall be filed by February 1 of the following year. The professional animal permit for hobby breeders and refuges shall expire one year after the date of issuance, and an application for renewal shall be filed within 30 days after the date of expiration. Procedures and fees for permit renewals shall be the same as those for new applications, except the public hearing for professional animal permits for refuges shall not be required.

C. Facilities and care applicable to professional animal permit.

1. Animal housing facilities shall be constructed of nontoxic materials and in a structurally sound design. Interior floors shall be smooth, easily cleanable construction and impervious to water. The facility shall be kept in good repair and kept clean and sanitary at all times, so as to protect animals from disease and injury.

2. Housing requirements.

a. Animals maintained in pens, cages or runs for periods exceeding 24 hours shall be provided with adequate space to prevent overcrowding and to maintain normal exercise according to species.

b. Indoor housing shall be provided for in all pet shops, grooming parlors, refuges, shelters and commercial kennels. These facilities shall be sufficiently temperature controlled and ventilated to provide for the animals' comfort and health.

c. Sufficient lighting shall be provided by either artificial or natural means.



- d. Outside housing shall be sufficient to protect animals from sunlight, rain, snow or cold weather that may be detrimental to the animals' health.
  - e. Provisions shall be made for the removal and proper disposal of animals and food waste, bedding, dead animals and debris. Disposal facilities shall be provided and so operated as to minimize vermin infestation, odors, and disease hazards.
3. Adult animals shall be segregated by sex, except where otherwise indicated for health, welfare or breeding purpose, and any vicious or quarantined animals shall be removed and caged by themselves. Provided, however, that hobby breeders shall not be required to segregate the animals by sex.
4. Except as indicated for health or welfare, animals shall be provided with clean, fresh, sufficient and wholesome food and water. Food and water containers shall be kept clean.
5. Each animal shall be observed daily by the animal caretaker in charge or his representative. Sick, diseased, injured, lame or blind animals shall be provided with proper veterinary care. Any person operating or employed at a kennel, grooming parlor, pet shop, refuge, or shelter who observes an animal which he suspects of being rabid shall at once notify the City Manager and the State Department of Health and Social Service and segregate such animal(s) for a period of 10 days unless examined and released by written statement of a veterinarian and then only at the discretion of the City Manager.
6. Persons operating kennels, grooming parlors, pet shops, refuges and shelters as well as hobby breeders shall comply with all applicable requirements under this chapter.
7. Refuges shall be required to have all their dogs and cats spayed or neutered; provided, however, that this requirement does not apply to the four dogs or cats permitted per household by § 118-14 of this chapter.
- D. Inspection under a professional animal permit. The City Manager or his designee, after proper identification, shall be permitted to enter, at any reasonable time, any kennel, grooming parlor, pet shop, refuge, or shelter, or hobby breeder premises for the purpose of making inspections to determine compliance with this chapter. The City Manager, or his designee, shall make as many inspections and reinspection as are necessary for the enforcement of this chapter.
- E. Number of animals permitted holders of a professional animal permit for hobby breeders.
- 1. The number of adult dogs or cats, or any combination thereof, which any holder of a professional animal permit for hobby breeder may keep shall be limited on the basis of the allowable kennel area which he has and an area requirement per dog or cat. "Allowable kennel area" is defined as 10% of the total area of the lot on which the hobby breeding is to be conducted. The area requirement per dog or cat is established from the following table:

Animal Size (Pounds)	Area Required (Square Feet)
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Small (under 30 pounds)	75
Medium (30 to 59 pounds)	100
Large (60 pounds or more)	200

2. "Animal size" is defined by the weight specified in the standard for the breed, either average or maximum allowable. If no breed standard for weight exists, the City Manager shall set a weight standard for the purposes of this subsection. The sum of the area requirement for each dog or cat which the hobby breeder keeps cannot exceed the allowable kennel area.

**ARTICLE V. ANIMAL CONTROL.**

**§118-23. Animals running at large.**

It is unlawful for any person to allow or permit any animal to run at large in or upon any street, alley, sidewalk, vacant lot, public property, other enclosed place in the City or private property not belonging to owner of animal. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety and shall be taken up and impounded as provided in §118-18.

**§ 118-24. Animals on unenclosed premises.**

It is unlawful for any person to chain, stake out, graze or herd any animal on any unenclosed premises in such a manner that such an animal may go beyond the designated area.

**§ 118-25. Vicious animals.**

No person shall keep or harbor a vicious animal. An animal whose bite or attack results in or causes great bodily harm to a person or an animal may be deemed vicious by a court of law. Any person attacked by a vicious animal while on public property may use reasonable force to repel the attack. An animal deemed vicious by a court of law shall be surrendered to the animal services center for humane euthanasia, at the owner's expense, or the owner shall provide acceptable proof to the animal services center that the animal has been destroyed.

**§ 118-26. Dangerous animals.**

No person shall keep or harbor a dangerous animal in a manner that constitutes a threat to a person or other domesticated animal. An animal deemed dangerous by a court of law shall be muzzled, on a leash no longer than three (3) feet, and under the immediate physical control of the owner or person having custody whenever the animal is not on the premises of the owner or person having custody. If an animal is found to be dangerous and the owner or person having custody of the animal has been found to not be in compliance with this section, then the animal may be deemed vicious by a court of law.

**§ 118-27. Animals disturbing the peace.**



A. It is unlawful for anyone to own, keep, or harbor any animal that habitually howls, yelps, whines, barks, or makes other noises in a manner which tends to disturb the public peace unreasonably.

B. Any person who violates the provisions of this section shall be punished in accordance with the fines and fees used in this chapter.

C. All complaints filed pursuant to this section shall be made at the animal control center Monday through Friday, 8:00 a.m. to 5:00 p.m. or to an animal control officer in the field. Complaints shall be in writing on forms provided by administrator or animal control officer, including the complainant's name, address, phone number, and signature as well as the animal owner's name and address. All complainants shall be willing to testify and/or provide documentation regarding the complaint or an animal control officer must have first-hand knowledge of the violation(s) and be able to provide testimony before a hearing officer.

D. Upon receipt of the complaint, animal services shall notify the owner in person and/or in writing of the complaint filed. If the complainant observes a violation of this section again, the complainant may contact animal services a second time and animal services shall notify the owner again. If no progress is made in resolving the complaint and the complainant contacts animal services a third time for a third violation, animal services shall issue a civil citation pursuant to the table set forth in this chapter. A fourth complaint shall result in a second civil citation. A fifth complaint shall result in a third civil citation and the city may deem the animal a nuisance and file a lawsuit in district court.

#### **§118-28. Animal Nuisances.**

A. It is unlawful for the owner of any animal to permit, either willfully or through failure to exercise due care or control, any such animal to create any nuisance upon a sidewalk, public park, alley or other place open to the public or upon any property other than that of the owner of the animal. The term nuisance shall include any defecation, destruction of property, or disturbing the property of another, including the rubbish or trash of a resident. When an animal defecates in such place, the owner shall remove the feces and dispose of it in a sanitary manner. Anyone walking an animal in a public area shall have in his or her possession a sanitary and disposable means of removing the animal's feces, which must be placed in a refuse container for sanitary removal. Persons walking in public shall be able to present such means upon request of an animal services officer. The provisions of this paragraph shall not apply to a service animal accompanying any person with a disability.

B. Any person keeping animals shall provide adequate and sanitary housing facilities for such animals, and no stagnant water shall be permitted to accumulate. All structures used for the housing of such animals and all yards, cages, and runs provided for them shall be cleaned in a timely manner so as not to cause noxious or offensive odors and to prevent the breeding of insects. Such areas shall be cleaned often enough so as not to cause a health hazard for the animal or interfere with the animal's well-being. Failure to so keep any such animal is hereby declared to be a nuisance and unlawful.



C. Violations of this section shall constitute a nuisance and shall subject the owner or person having care or control of the animal to the penalties set forth in table as provided in this chapter.

**§118-29. Unlawful use of license tags.**

It is unlawful for any person to remove any license tag from one animal to another or to remove a license tag from a stray without lawful permission. It is unlawful for any person to manufacture or cause to be manufactured or to have in their possession or under their control, a stolen, counterfeit or forged animal license tag, rabies vaccination certificate or other form of animal or premises license.

**§118-30. Service animals in public places.**

It is unlawful for any person owning, operating or maintaining any public place of business or conveyance into which the general public is invited for any purpose to debar or exclude therefrom any dog or miniature horse designated as a service animal that has been individually trained to work or perform tasks for an individual with a disability whom it was trained to assist in conformance with the law.

**§118-31. Confining animals in or upon motor vehicles.**

No person shall confine any animal in or upon a motor vehicle that would place the animal in a life or health threatening situation because of exposure to a prolonged period of extreme heat or cold, without proper ventilation or other protection from the heat or cold. In order to protect the health and safety of an animal, an animal services officer or law enforcement officer who has probable cause to believe that this section is being violated shall have the authority to enter such motor vehicle by any reasonable means under the circumstances after making a reasonable effort to locate the owner of the motor vehicle.

**§118-32. Transportation of animals.**

Nothing in this chapter shall be deemed to prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles designed and constructed for such purpose.

**§118-33. Removal of animals from motor vehicle by animal control officer or peace officer.**

An animal services or peace officer who finds an animal in a motor vehicle in violation of this chapter may enter the motor vehicle if necessary to remove the animal. The officer removing the animal shall take the animal to an animal services center or other place of safe keeping. If a vehicle is entered, left unsecured and cannot be resecured, an animal services or peace officer shall stay with the vehicle until the owner arrives. In the event the person having custody cannot be contacted, the officer shall leave in a prominent place in the motor vehicle a written notice bearing their name and office and the address where the animal may be claimed by the owner. The animal will be surrendered to the owner if the owner claims the animal within five (5) days from the time the animal was impounded. The owner shall pay all charges that have accrued for the maintenance of the animal. If the owner fails to claim the animal within five (5) days after its

removal from the motor vehicle, the animal services center will make reasonable effort to contact the owner and give notice that the animal is in their custody. In the event the owner cannot be contacted or expresses no interest in reclaiming the animal within five (5) days after contact or efforts to contact, the animal services center may dispose of the animal in any reasonably humane manner.

**§118-34. Spaying and neutering.**

A. No person shall own or harbor within the city municipal boundaries any dog or cat over the age of six (6) months that has not been spayed or neutered unless that person obtains an annual permit from the animal services division to keep an unaltered dog or cat or obtains written verification from a licensed veterinarian that the dog or cat should not be neutered for health reasons.

B. Proof of neutering, if not apparent upon visual inspection, may be made by certificate or receipt from a licensed veterinarian.

C. Proof of unaltered dog or cat permit shall be available upon reasonable demand of an animal services officer or the owner of said animal will be cited for violation of the ordinance and the animal may be impounded.

D. A vasectomy is not an acceptable form of neutering.

**ARTICLE VI. CRUELTY TO ANIMALS PROHIBITED.**

**§118-35. Generally.**

It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, kick, beat with a stick, chain, club or other object, mutilate, burn or scald with any substance any animal, except that reasonable force may be employed to drive off vicious or trespassing animals.

**§118-36. Physical Abuse.**

A. It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, kick, beat with a stick, chain, club or other object; mutilate, burn or scald with any substance, any animal, except that reasonable force may be employed to drive off vicious or trespassing animals.

B. It is unlawful for any person to carry any animal in or upon any vehicle in a cruel, inhumane, or unsafe manner. No person shall keep or transport an animal in the bed of a pickup truck unless the animal is properly restrained in a humane and safe manner to prevent the animal from leaving the confines of the bed of the truck when the vehicle is stationary and to prevent the animal from falling off while the vehicle is in motion. No person shall leave an animal in a closed vehicle for any length of time reasonably concluded to be dangerous to the health or safety of the animal.

**§118-37. Work Cruelty.**



It is unlawful for any person to drive or work any animal cruelly.

**§118-38. Neglect.**

No person shall fail, refuse or neglect to provide an animal in his or her charge or custody with proper food, clean water, shade, ventilation, necessary medical care, basic grooming which is necessary for the health of the animal, or shelter which shall be a weatherproof and structurally sound enclosure large enough to accommodate the animal.

**§118-39 Abandonment.**

It is unlawful for any person having charge, custody or ownership to abandon any animal. All animals which are to be abandoned may be turned over to the animal control shelter for adoption.

**§118-40. Poisoning.**

It is unlawful any person by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with any harmful or poisonous substance. It is not the intent of this subsection to prohibit the use of poisonous substances for the control of vermin of significance to the public health.

**§118-41. Anti-tethering of canines.**

A. As used in this section, "tether" means to restrain a canine by tying the canine to any object or structure, including without limitation a house, tree, fence, post, garage, or shed, by any means, including without limitation a chain, rope, cord, leash, or running line. Tethering shall not include using a leash to walk a canine.

B. It shall be unlawful for a responsible party to tether a canine while outdoors, except when all of the following conditions are met:

1. The canine is in visual range of the responsible party, and the responsible party is located outside with the canine.
2. The tether is connected to the canine by a buckle-type collar or a body harness made of nylon or leather, not less than one inch in width.
3. The tether has the following properties: it is at least five times the length of the canine's body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than 1/8 of the canine's weight; and it is free of tangles.
4. The canine is tethered in such a manner as to prevent injury, strangulation, or entanglement.

5. The canine is not outside during a period of extreme weather, including without limitation extreme heat or subfreezing temperatures, thunderstorms, hailstorms, tornadoes, tropical storms, or other extreme weather events.
6. The canine has access to water, shelter, and dry ground.
7. The canine is at least six months of age. Puppies shall not be tethered.
8. The canine is not sick or injured.
9. Pulley, running line, or trolley systems are at least 15 feet in length and are less than seven feet above the ground.
10. If there are multiple canines, each canine is tethered separately.

a. This section shall not apply to the transportation of canines.

11. For a first-time violation, the Code Enforcement Officer shall issue a warning notice to the responsible party and shall wait at least 10 days before taking any further enforcement action against the responsible party. Thereafter, each violation of this section shall be subject to enforcement in accordance with § **118-27** of this chapter or Article IX, § **118-53**, of the Animal Ordinance. For all civil penalties for violations of this section collected pursuant to Chapter **118**, 80% of the amount collected shall be paid to City of Las Vegas, New Mexico, Animal Shelter.

**§118-41.1. Schedule of penalties for unlawful tethering.**

*First Offense* the animal control officer shall give a written warning and allow ten (10) to correct;

*Second Offense* shall result in a fine of one hundred (\$100) dollars and a ten (10) day correction period;

*Third Offense* shall result in a two hundred and fifty (\$250) dollar fine;

*Fourth Offense* and each subsequent offense thereafter shall result in a five hundred dollar (\$500) for each additional offense, and one criminal charges of one count of animal cruelty will be filed.

**§118-42. Injury by Motorists.**

A. Every operator of a motor or other self-propelled vehicle upon the streets and ways shall immediately, upon injuring, striking, maiming or running down any animal, give aid as is reasonably able to be rendered. In the absence of the owner, they shall immediately notify city police, animal control officer or administrator, furnishing sufficient facts relative to the injury.

B. Every such operator shall remain at or near the scene until the appropriate authorities arrive, and upon the arrival of the appropriate authorities, the operator shall immediately identify themselves to them. Alternatively, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the animal services center and notifying the

administrator. The animal shall be deemed an abandoned animal within the meaning of this chapter. This provision does not apply to operators of emergency vehicles.

**§118-43. Hobbling livestock.**

It is unlawful to hobble livestock or other animals by any means which may cause injury or damage to any animal.

**§118-44. Keeping of diseased or painfully crippled animals.**

It is unlawful to have, keep or harbor any animal which is infected with any dangerous or incurable or painfully crippling condition except as provided in this chapter. The administrator may impound the diseased or painfully crippled animal in accordance with the provisions of this chapter. All such animals impounded, following examination and approval by a veterinarian may be destroyed humanely as soon thereafter as is conveniently possible. In the case of humane euthanasia of an animal, the administrator shall not be required to give any of the notices provided in this chapter. This subsection shall not be construed to include veterinary hospitals or animals under active veterinary care.

**§118-45. Animal Fights.**

It is unlawful for any person to promote, stage, hold, manage, conduct, carry on or attend any game, exhibition, contest or fight in which one (1) or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves or any other animal. No person shall provoke or entice an animal from the property of its owners for the purpose of engaging the animal in an animal fight.

**§118-46. Confining or crating of fowl.**

It is unlawful for any person to confine any wild or domestic fowl or bird unless provisions are made for the proper feeding and the furnishing of water to the fowl or bird at intervals not longer than twelve (12) hours; and unless provisions are made that the crate, box or other enclosure in which the fowl or bird is confined or impounded permits the fowl or bird to stand in a naturally erect position.

**§118-47. Birds.**

It is unlawful to willfully kill any bird, or to molest or rob the nest of a bird.

**ARTICLE VII. SALE OF ANIMALS.**

**§118-48. Use of Public Property.**

It is unlawful to display, sell or offer for sale, barter, give away or otherwise dispose of any animal upon any street, sidewalk or public park.

**§118-48.1. Litter Permit Required.**

The owner who unintentionally breeds dogs or cats and does not have a current professional animal care permit for breeding shall pay a litter fee for each litter. An owner shall not advertise, sell, barter, exchange or give away any dog or cat within the municipal boundaries unless the



litter fee is paid. Any advertisement for the sale, barter, exchange or give away shall include the litter fee receipt number. An owner shall furnish the litter fee receipt number to any prospective recipient requesting the number. If the owner purchases a breeder permit or provides proof of sterilization of the female animal within thirty (30) days of being cited for violation of this section, such charge shall be dropped. If the owner takes all or part of the litter to the animal control shelter to surrender, a litter permit shall not be required provided that the animal that produced the litter is neutered.

#### **§118-48.2. Sale on Private Property.**

It is unlawful to sell or allow the sale of any animal on private property without proper litter permits granted by the city. If a private owner allows for the sale of animals on private property, and the seller does not have litter permits as required by the city, the property owner shall be held liable and fined as set forth in the chapter.

#### **§118.48.3. Animal Control Officer entry on public property.**

An animal control officer may enter onto probate property if a sale of animals is apparent to request inspection of permits and types on animals. Multiple violation will result in fines of sellers and private property owners.

#### **§118-49. Rabbits or fowl.**

It is unlawful to sell, offer for sale, barter or give away any unweaned baby rabbits or fowl under four (4) weeks of age. Raising of such rabbits and fowl by an individual for their personal use and consumption is not prohibited provided that they shall maintain proper brooders and other facilities for the care and containment of the animals and fowl while they are in their possession. The sale of young fowl by commercial breeders is not prohibited.

#### **§118-50. Turtles.**

No person shall offer for sale, sell, barter or give away turtles except in conformance with appropriate federal regulations.

### **ARTICLE VIII. EXOTIC ANIMALS AND GUARD DOGS.**

#### **§118-51. Wild or Exotic Animals.**

It is unlawful to be in charge of, possess or own:

- (1) Any wild or exotic animal or species prohibited by federal or state law;
- (2) Any wild or exotic animal or species when kept in such numbers or in such a way as to constitute likelihood of harm to the animals themselves, to human beings or to the property of human beings, or which constitutes a public or private nuisance;
- (3) Bats; or
- (4) Skunks

#### **§118-52. Permits and Housing of guard dogs.**

- A. It is conducive to the promotion of the health and general welfare of the inhabitants of this city to require permits for guard dogs, used on commercial property, and to establish

regulations for the proper and safe use of guard dogs used for protecting commercial property.

**B. Permits:**

- (1) Unless a guard dog permit is in effect for each commercial property where guard dogs are to be used, they shall not be used. Procedures for permit application, inspection of guard dog facilities, and issuance of dog identification tags will be established by the administrator. Permits for both permanent and temporary locations may be transferred to a new location operated by the same business firm during the license year. However, such transfers shall not be effective until the administrator or their designee has inspected and approved required facilities at the new location and the information required below for permit applications has been recorded. Applicants must provide five (5) working days' advance notice to the animal services center for permit transfers.
- (2) Permit applications shall include the following information:
  - (a) The business name, address and telephone number of the commercial property where guard dogs are to be used;
  - (b) The name, address and telephone number of the handler who can be reached at any time during the day or night;
  - (c) The number of dogs to be used and a general description of their use;
  - (d) The location where dogs are to be housed; and
  - (e) Any other information that the administrator deems necessary by rule and regulation. Permit holders shall notify the animal services center if any information recorded as part of the permit application is changed during the course of the period for which the permit is issued.
- (3) The administrator or their designee shall inspect the facilities where the guard dog is to be used and housed when the guard dog permit is applied for and when it is renewed.
- (4) If the inspection reveals that all the requirements of law and regulation are met, a guard dog permit for the approved commercial property shall be issued by the animal services center. The permit shall be displayed at the approved commercial property and an identification tag shall be affixed to the collar of each dog used. Holders of the guard dog permits shall be exempt for the guard dogs from the license fee requirements of subsection of this chapter.
- (5) The guard dog permit shall be valid for one (1) year and shall be renewed annually within thirty (30) days after the renewal date.
- (6) The guard dog permit must be obtained prior to housing or utilizing guard dogs at the commercial property; provided that for those commercial properties where guard dogs were in use when this regulation became effective, there shall be a ninety-day period in which to obtain the permit without penalty.



- C. Whenever there is a guard dog on the premises, the standards of this subsection, in addition to the other requirements of law and regulations, shall be complied with, as follows:
- (1) Housing shall have anti-escape fences completely surrounding it or be an anti-escape building sufficient to house guard dogs.
  - (2) All gates and entrances to the area where the guard dog is housed, used or trained shall be locked when not in use.
  - (3) Additional measures found necessary by the administrator shall be taken to protect the public from accidental contact with any guard dog.
  - (4) Where guard dogs are used outside buildings, the area must be enclosed by at least a six-foot chain link fence or other fence of equal security, wall or adequate wood fence, to which anti-escape devices have been added. The adequacy of the fencing shall be subject to the approval of the administrator.
  - (5) In order to control noise, the administrator may require a sight barrier which breaks the dog's line-of-sight.
  - (6) In buildings where guard dogs are housed, exterior glass shall be adequate, or additional protective measures shall be taken by the owner, as required by the administrator, to prevent the dog from jumping through it.
  - (7) The building and yard in which a guard dog is housed shall be posted with bilingual, English and Spanish, or visual guard dog signs, approved by the administrator that shall not be more than two hundred (200) feet apart, and shall be at all property corners and at every entrance into the area.
  - (8) For guard dogs either transported or used in vehicles, measures prescribed by rule and regulation of the administrator must be taken to protect the public from accidental contact with a guard dog.
  - (9) A handler is required to be physically present while guard dogs are being used at temporary sites which do not comply with this subsection.
- D. Dogs which are used as private guard dogs on the property of their owner's private residence, shall be excluded from the provisions of this subsection unless the residence is located on premises used for commercial purposes. Guard dogs kept in a kennel with a valid professional animal permit are also excluded.

**ARTICLE IX. LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER CHARGES; AND ADMINISTRATIVE HEARINGS.**

**§118-53.**

A. Any violation of this chapter shall be punished as provided in Table 118-53.1 below or as provided in other section of this Code. If any person is cited for or convicted of cruelty or mistreatment of an animal, the animal shall be removed from the owner's custody and placed with the administrator. The administrator shall develop an alternative payment program for

those residents who receive first-time civil citations and who have affirmed their inability to pay the associated fine.

DRAFT

**TABLE 118-53.2.**

Type	Fee/Fine <sup>1</sup>	
<b>Licensing</b>		
Altered dogs and cats	Licenses shall be obtained pursuant to Section 118-12.	
Unaltered dogs and cats		
Duplicate tags		
<b>Permits Fees<sup>2</sup></b>		
Kennels	\$150 annually	
Grooming service/parlors	\$150 annually	
Pet shops	\$150 annually	
Shelters	\$150 annually	
Guard dog	\$150 annually	
Exotic animals	\$150 annually	
Breeder <sup>3</sup>	\$100 annually per breeding animal	
Circus and animal acts	\$250 per occurrence	
All other professional animal care businesses	\$100 annually	
Litter	\$50 per litter	
<b>Impoundment Fees</b>		
1 <sup>st</sup> impoundment in 36 <sup>th</sup> month period	\$20	
2 <sup>nd</sup> impoundment in 36 <sup>th</sup> month period	\$40	
3 <sup>rd</sup> impoundment in 36 <sup>th</sup> month period	\$60	
4 <sup>th</sup> impoundment in 36 <sup>th</sup> month period	\$80	
Subsequent impoundments	The fee shall be double the previous impoundment	
<b>Fines for Violations<sup>4</sup></b>		
Resisting or obstructing an Animal Services Officer (Section 118-6)	Up to \$500 and/or 90 days in jail	
<b>No rabies vaccination (Section 118-13)</b>		
1 <sup>st</sup> civil citation in 36 month period	\$75 and proof of vaccination	
2 <sup>nd</sup> civil citation in 36 month period	\$150 and proof of vaccination	
3 <sup>rd</sup> civil citation in 36 month period	\$500 and proof of vaccination	
Harboring an animal that has bitten (Section 118-14, 15)	\$500 and/or up to 90 days in jail	
<b>Restraint of animals (Section 118-16)</b>		
	Unaltered animal	Altered animal
1 <sup>st</sup> civil citation in 36 month period	\$50	\$50
2 <sup>nd</sup> civil citation in 36 month period	\$100	\$75
3 <sup>rd</sup> civil citation in 36 month period	\$250	\$125
4 <sup>th</sup> civil citation in 12 month period	\$500	\$250
<b>No animal license (Section 118-18)</b>		
1 <sup>st</sup> civil citation in 36 month period	\$100	\$25
2 <sup>nd</sup> civil citation in 36 month period	\$200	\$50
3 <sup>rd</sup> civil citation in 36 month period	\$300	\$100
4 <sup>th</sup> civil citation in 36 month period	\$500	\$250
<b>Permit violations (Sections 118-22, 118-48.1)</b>		
1 <sup>st</sup> civil citation in 48 month period	\$150	
2 <sup>nd</sup> civil citation in 48 month period	\$250	
3 <sup>rd</sup> civil citation in 48 month period	\$400	
<b>Animals disturbing the peace (Section 118-27)</b>		
1 <sup>st</sup> civil citation in 48 month period	\$30	
2 <sup>nd</sup> civil citation in 48 month period	\$50	



3 <sup>rd</sup> civil citation in 48 month period	\$100. Upon a third citation, the city may deem a nuisance and file a lawsuit in district court
<b>Nuisance (Section 118-</b>	
1 <sup>st</sup> civil citation in 48 month period	\$100
2 <sup>nd</sup> civil citation in 48 month period	\$150
3 <sup>rd</sup> civil citation in 48 month period	\$300
4 <sup>th</sup> civil citation in 48 month period and subsequent citations	\$500
<b>Confining animals in or upon a motor vehicle (Section 118-</b>	
1 <sup>st</sup> conviction in 48 month period	\$100
2 <sup>nd</sup> conviction in 48 month period	\$200
3 <sup>rd</sup> conviction in 48 month period	\$500 and/or up to ninety (90) days in jail and surrender of animal
<b>Cruelty (physical abuse) (Section 118-</b>	\$500 and/or up to ninety (90) days in jail and surrender of animal
<b>Neglect (Sections 118-</b>	
1 <sup>st</sup> criminal conviction in 48 month period	\$150
2 <sup>nd</sup> criminal conviction in 48 month period	\$250
3 <sup>rd</sup> criminal conviction in 48 month period	\$500 and/or up to ninety (90) days in jail and surrender of animal
<b>Abandonment (Section 118-</b>	\$200
<b>Poisoning (Section 118-</b>	\$500 and/or up to ninety (90) days in jail and surrender of animal
<b>Animal fights (Section 118-</b>	\$500 and/or up to ninety (90) days in jail and surrender of animal
<b>Notes:</b>	
<sup>1</sup> In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable.	
<sup>2</sup> Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location.	
<sup>3</sup> Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter.	
<sup>4</sup> Each day a violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.	

- B. Civil citations shall be posted on the properties where violations occur in a conspicuous place; delivered in person; or mailed by certified mail, return receipt requested, to the last-known address of the person or persons responsible for the violation, as applicable.
- C. Form and Contents. Civil citations shall contain the following information:
- (1) The address where the violation occurred;
  - (2) A description of the specific violation;
  - (3) A statement of whether this is the first, second, third, or subsequent offense;
  - (4) Instructions for submitting payment of the civil fine;

- (5) A statement that within fifteen (15) days of issuance of the civil citation the cited person must either pay the civil fine or submit a written request for hearing;
- (6) The name and phone number of the administrator; and
- (7) A copy of this subsection §118-53.1.

D. Request for administrative hearing. If the administrator receives a request for an administrative hearing within fifteen (15) days following the mailing of the notice of citation or surrender of the animal, animal control staff shall schedule a hearing with a hearing officer within five (5) business days from date of receipt of the request. The city manager shall appoint a hearing officer. An amount equal to the civil fine assessed, if applicable, must accompany a request for hearing. The city shall hold the payment as a deposit until the hearing officer makes a decision. The administrative hearing date will be selected based on the hearing officer's schedule and availability. Resident's availability will be accommodated based upon the hearing officer's availability. If the decision of the hearing officer is in favor of the hearing requestor, the administrator will return the animal to the owner of the animal within twenty-four (24) hours. In the event the hearing officer decides to uphold the surrender of the animal and/or the civil citation, then the administrator shall retain custody of the animal and the city shall apply the deposit toward the civil citation. If the hearing officer decides in favor of the requestor, the city shall return the animal and the deposit to the requestor.

E. If an appeal is denied by the hearing officer, the appellant may file an appeal in the fourth judicial district court, county of San Miguel, under Rule 1-074 NMRA. If the court rules in favor of the appellant, the administrator will return the animal to the owner of the animal within twenty-four (24) hours and return the deposit, if applicable.

F. Revenue. The revenue generated through civil fines shall be retained by the police department and shall be used exclusively for enforcement of the animal services chapter of the city's code.

**§118-54. Repeal.**





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

**Meeting Date: March 20, 2024**

**Date Submitted: 3/14/24**

**Department: Executive**

**Item: Discussion/Direction on revisions to Municipal Charter, specifically on the following items:**

1. Decision on whether or not to appoint a Charter Commission
2. Attorney Selection
3. Complete Charter Revision or Separate Ballot Questions

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

**Fiscal Impact:**

**Attachments:**

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

**Approved For Submittal By:  
Mayor David Romero**

**Reviewed By:**

*Dominic Chavez* 3/14/24  
**Finance Director**

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

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

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

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



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

**Meeting Date: March 20, 2024**

**Date Submitted:** March 14, 2024

**Department:** Finance / IT

**Item/Topic:** Approval of a 1year contract for FY25 with LUMU for automation of cyber security fabric of the City of Las Vegas.

**Fiscal Impact:** The funds will be included in the FY25 budget for Information Technologies

**Attachments:** Slide deck and finding report/Presentation

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

**Approved For Submittal By:**

**Reviewed By:**

  
Department Director

  
Finance Director

  
City Manager

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

**Resolution No.** \_\_\_\_\_  
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**Continued To:** \_\_\_\_\_  
**Referred To:** \_\_\_\_\_  
**Denied** \_\_\_\_\_  
**Other** \_\_\_\_\_

# LUMU PRICE QUOTATION

## LUMU AT CARAHSOFT

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | LUMU@CARAHSOFT.COM



**TO:** Kenny Roybal  
IT Manager  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701 USA

**FROM:** Julian Jewett  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** kroybal@lasvegasnm.gov

**EMAIL:** Julian.Jewett@carahsoft.com

**PHONE:** (505) 454-1401

**PHONE:** (571) 662-4663

**FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
Shipping Point: FOB Destination  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
UEI: DT8KJHZXVJH5  
Credit Cards: VISA/MasterCard/AMEX  
Sales Tax May Apply

**QUOTE NO:** 42209118  
**QUOTE DATE:** 03/14/2024  
**QUOTE EXPIRES:** 07/01/2024  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$47,629.20  
**TOTAL QUOTE:** \$47,629.20

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	LUM-DEF-380-3Y	Lumu Defender for up to 380 assets per 3 year Lumu Technologies Inc. - LUM-DEF-380-3Y	\$125.34	OM 380	\$47,629.20

**SUBTOTAL:** \$47,629.20

**TOTAL PRICE:** \$47,629.20

**TOTAL QUOTE:** \$47,629.20

Service will begin the day the signed order form is received by Lumu.  
Service will be provided at no cost to the end user Until June 30, 2024.  
Carahsoft will bill you for the service starting July 1, 2024.  
Service Term Is 3 YEARS

The customer hereby orders the products and/or services described in this Service Order Form ("SOF"). This SOF is governed by and incorporates customer terms of service ("ToS") included at [www.lumu.io/legals](http://www.lumu.io/legals)  
Prices are in US dollars and do not include shipping, insurance, packing, and other charges or taxes.  
This SOF will renew annually unless either party gives written notice of non-renewal at least 60 days before the next renewal date

PLEASE SEND ALL ORDERS TO: [OMTeam@carahsoft.com](mailto:OMTeam@carahsoft.com)



# LUMU PRICE QUOTATION

## LUMU AT CARAHSOFT

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UEI: DT8KJHZXVJH5  
Credit Cards: VISA/MasterCard/AMEX  
Sales Tax May Apply

**QUOTE NO:** 42202454  
**QUOTE DATE:** 03/14/2024  
**QUOTE EXPIRES:** 07/01/2024  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$18,912.60  
**TOTAL QUOTE:** \$18,912.60

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	LUM-DEF-380-1Y	Lumu Defender for up to 380 assets per 1 year Lumu Technologies Inc. - LUM-DEF-380-1Y	\$49.77	OM 380	\$18,912.60

**SUBTOTAL:** \$18,912.60

**TOTAL PRICE:** \$18,912.60

**TOTAL QUOTE:** \$18,912.60

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Service Term is 1 YEAR

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# Product Validation from Leading Analysts



“CISOs looking for security analytics and operations help may want to seek out Lumu and evaluate how Lumu can help them with continuous compromise assessment.”

– ESG Showcase: Continuous Compromise Assessment, A Missing Link in Cybersecurity



“Many Gartner clients reported that NDR tools have detected suspicious network traffic that other perimeter security tools have missed.”

– GARTNER 2020 Network Detection and Response Market Guide



# Video Testimonials



**"Lumu is easy to install. Since we don't have a full time cybersecurity person on staff, Lumu has become our virtual cybersecurity analyst"** *Joe MacNichol, PHLCVB*



**"Lumu helps us protect our OCB network but also ensures we are securing our HIPAA data being a large healthcare organization."** *Nick Pannoni, Ophthalmic Consultants of Boston*

**"With Lumu it's an automated process, the automation with our firewall is great. Lumu gives us eyes when we're not able to constantly monitor things."** *Marty Albanese, Alachua County*



**"I had a variable blindspot in my network, one any IT professional would lose sleep over. Lumu comes in, I get it set up, and I'm able to sleep at night."** *Matt Everett, Mostellar Medical*



**"Fills in the gaps between our other appliances and gives us an 'illuminated' view of incidents as they are coming through for another layer in our defense strategy"** *Chris Bolton, Horizon Bank*

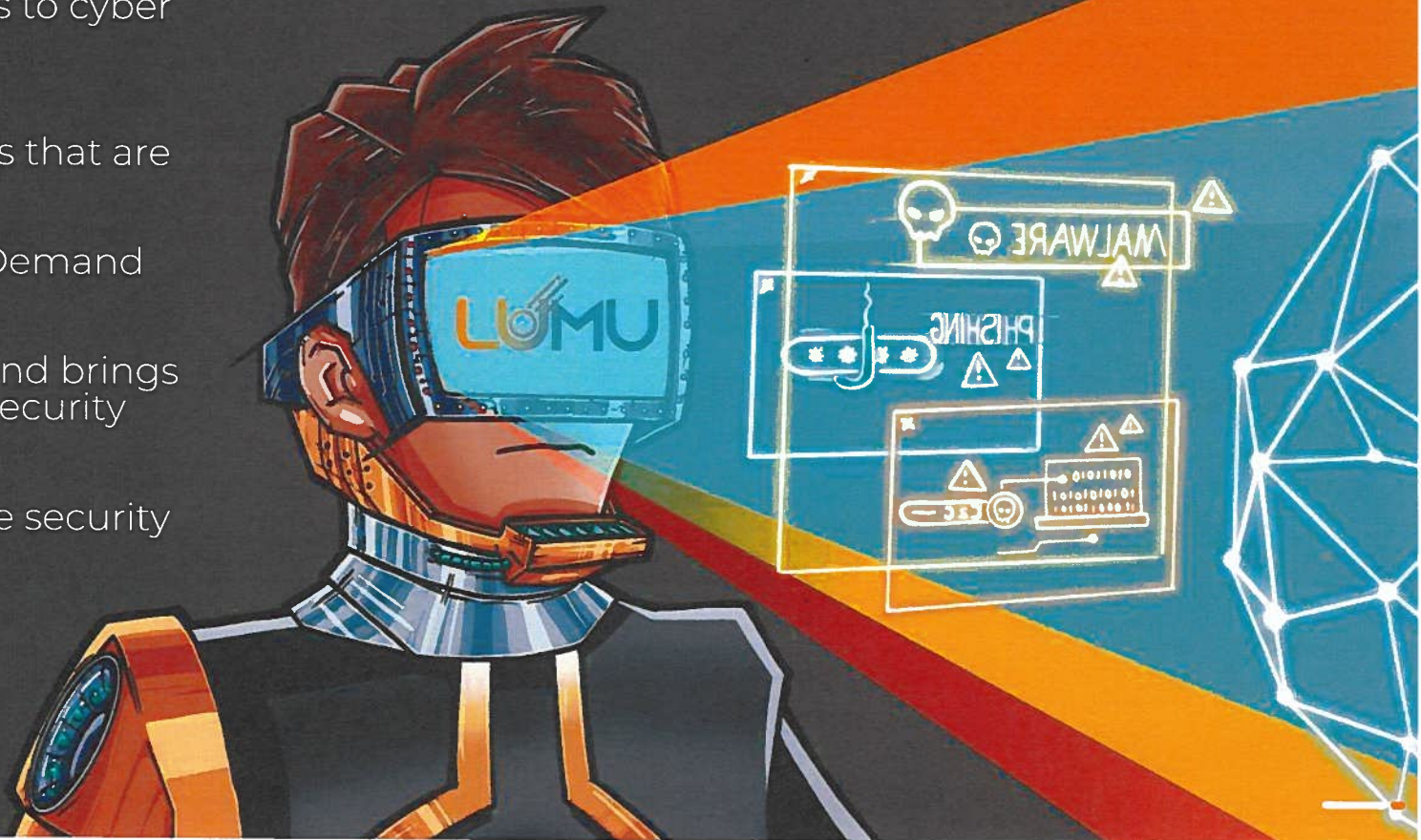


**"Lumu picks up and detects things that may not be serious enough yet but they will be if they are not corrected now."** *Joe Henrich, Horizon Bank*



# What is Lumu: A Security Analyst **in a Box**

- Automated responses to cyber threats 24/7
- AI Engines to identify ever-changing threats that are quickly evolving
- Automated and On-Demand Executive Reporting
- Multiplies efficiency and brings together all existing security infrastructure
- Expertise of a full time security analyst



## Challenges for Cities

- CyberSecurity analyst working normal hours in New Mexico makes between \$41,670 and 145,360
- 44 percent of local governments report an attack from a cyber incident hourly (26 percent) or daily (18 percent).  
*(Stat from National League of Cities)*
- Limited Cybersecurity budget
- The average cybersecurity breach costs US States between \$665,000 to \$40.5 Million according to a recent KnowBe4 Report
  - Ransomware
  - Command and control
  - CyberSecurity issues

## LUMU for Local Government

- Lumu operates 24/7, automating responses to threats
- Lumu's AI and Automation is cost effective due to our ability to utilize your existing investments/infrastructure and automate tedious "busy work".
- Lumu protects traffic from bad actors attempting ransomware, malware, phishing and command and control attack techniques
- Lumu stops bad actors from being able to "call home"
- Lumu Improves cybersecurity outcomes
  - cost Effective
  - Easy to manage & Deploy
  - Locking for hacker techniques 24/7 and stopping automatically

# Pricing - City of Las Vegas, NM

\*Lumu protects on and off site

## Pay 1 Year Up-front

\$ 18,912.60 for Licensing of Lumu Defender with approximately 380 assets

## Pay 3 Year Up-front & Save additional 11%

\$ 50,429.80 for Licensing of Lumu Defender with approximately 380 assets [Total Savings \$6,304 vs. Going Year to Year]

\*\*Savings with offer to assist with unexpected and sudden remote changes - **Sign a 1 or 3 year commitment now and fully deploy Lumu today with billing to start July 1st**  
**Value of this offer is \$4,728.15 with start date of March 1st**



# In Conclusion : Lumu for Local Government

Accessible Enterprise-grade Cybersecurity

## Operability

Actionable incident data showing the who, what, when, and how.

Indicators of compromise with rich context.

Easy to use - intuitive user portal environment.

## Efficiency

Reduces manual processes with automation.

Scalable solution, visibility into entire network.

Optimize existing investments.

## Value

Cost efficient. Reduces the need for additional headcount.

Minimal technical resources required.

Eliminate busy-work through automation



# Executive Summary

Company: City of Las Vegas NM

Generated on: Mar 08, 2024

Time zone: UTC

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# Security Operation Summary



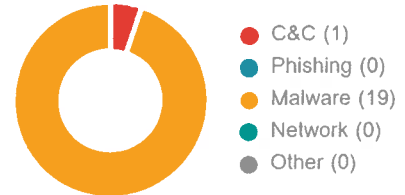
**i** Incidents detected and operation performance. For more details [go to the portal](#).

## General Metrics | Nov 22, 2023 - Mar 07, 2024

**234.08M** | **2.19M** | **↑ 1,000%**  
**All Traffic** | **Avg. Traffic/day** | **vs last period**

New Incidents this period **20** | **↑ 1,000%** vs last period | [Upgrade to Lumu Defender](#)  
Total Adversary Contacts **584** | **Incidents Responded Automatically** **14**

### Threat Type Distribution New incidents only



## Operational Metrics

Open incidents from previous period	0	Business Relevance High (0) Medium (0) Low (0)
Unresolved incidents at the end of period	8	Business Relevance High (0) Medium (0) Low (0)
Pending	7	Business Relevance High (0) Medium (0) Low (0)
In Progress	1	Business Relevance High (0) Medium (0) Low (0)
Automatically responded	8	Business Relevance High (0) Medium (0) Low (0)
Incidents resolved during this period	12	Resolved 60% of the open incidents: <b>↑ 60%</b> vs last period Last period: Resolved 0% (0 of 0)

## Performance

Avg. Daily incidents	0.19	<b>↑ 1,000%</b> vs last period
Avg. Resolution time	14.3 days	<b>↑ 1,000%</b> vs last period
Mean Time To Respond <a href="#">Get Faster - Upgrade to Lumu Defender</a>	3.5 days	Response rate: 100% Responded to 20 of 20 new incidents

## Highlights

Incident rate <b>Light</b>	Capacity to operate <b>Medium 60%</b>	Top threat type <b>Malware</b>
-------------------------------	--	-----------------------------------

**Suggestions:** Despite the low incident rate this period, there are still a bunch of unresolved incidents. To optimize your team's efforts, prioritize incidents based on potential business impact and incident type. Keep in mind that even seemingly minor incidents could indicate a larger security threat, so responding promptly to every incident is crucial.

# Automated response with Lumu Defender



**i** Performance of response integrations during this period. For more details [go to the portal](#).

## Response Integrations

Nov 22, 2023 - Mar 07, 2024



## Get your Cybersecurity Stack on the Same Page



Increase operational efficiency while saving time and money

### Avg. Operational Saving with Lumu Defender\*

/ During a month with 20 confirmed incidents



**+32 hours of work**



Integrate Lumu with your IT environment to **make the most of existing investments** for immediate positive ROI.



Automatically add the IOCs that matter to block lists, mitigating threats **faster than humanly possible**.



Threat visibility and response automation helps you get ahead of threats **before they become a bigger issue**.

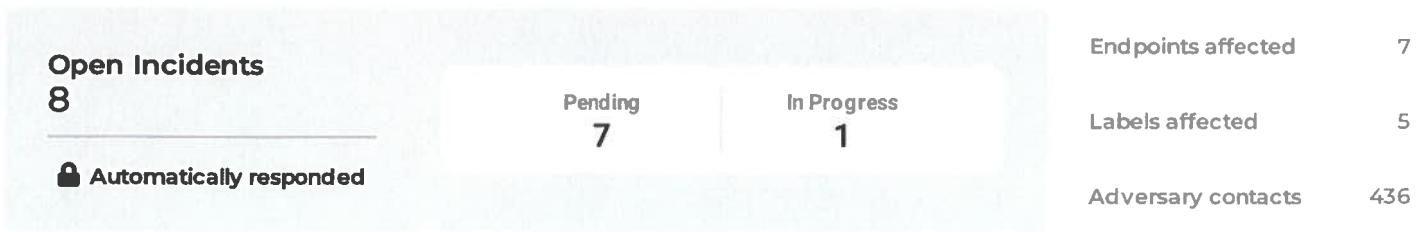
[Upgrade to Lumu Defender](#)



# Open incidents

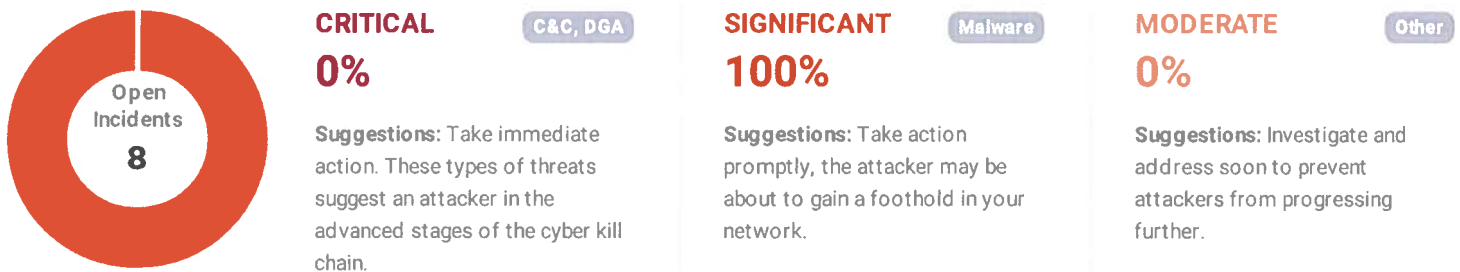
**i** Unresolved incidents as of report end date. For more details [go to the portal](#).

## Incident Distribution Overview | Accumulated until Mar 07, 2024



**i** **What to do?** In a healthy cybersecurity operation, only a few incidents remain open at the end of the reporting period, simplifying prioritization. However, for a larger backlog, prioritize incidents impacting critical business environments first. Then, focus on incidents further along the cyber kill chain. Pay attention to endpoints involved in multiple incidents to reduce noise or severe infections.

## Incident Distribution by Risk Level



## Top 5 Affected Endpoints



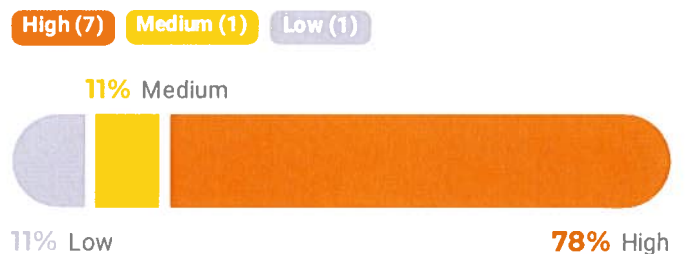
### Unlock asset-level visibility

Have richer context on compromise distribution with exact identification of compromised assets and adversarial IoCs. Request your upgrade or contact us for further information.

[Upgrade your account](#)

## Distribution by Business Impact

**i** % of incidents in each business relevance



**Tips:** Using labels to classify your environments and identify those that are most critical to your business is an effective way to prioritize incidents. By doing so, you can prioritize in a smarter way, rather than solely relying on threat type or risk level, ensuring you are addressing the incidents that are most likely to have a significant impact on your business.

## Top 5 Incidents by endpoints affected | Accumulated until Mar 07, 2024

*Find the details of the incident by clicking on the orange arrow icon.*

State	Adversary	Threat Type	Last Contact	Contacts	Endpoints ↓
Pending	54[.]237.150.173	Malware	Feb 12, 2024 17:56:03	2	2
Pending	t[.]jocmhood.com	Malware	Feb 28, 2024 16:51:44	418	1
Pending	seatjr[.]xyz	Malware	Feb 04, 2024 02:51:45	6	1
Pending	vuquky[.]xyz	Malware	Feb 01, 2024 06:51:47	1	1
Pending	scaredslip[.]com	Malware	Jan 29, 2024 15:22:24	2	1

## Top 5 Incidents by adversary contacts | Accumulated until Mar 07, 2024

*Find the details of the incident by clicking on the orange arrow icon.*

State	Adversary	Threat Type	Last Contact	Contacts ↓	Endpoints
Pending	t[.]jocmhood.com	Malware	Feb 28, 2024 16:51:44	418	1
Pending	seatjr[.]xyz	Malware	Feb 04, 2024 02:51:45	6	1
Pending	xsoktvpvi[.]com	Malware	Jan 22, 2024 18:06:41	4	1
Pending	54[.]237.150.173	Malware	Feb 12, 2024 17:56:03	2	2
Pending	scaredslip[.]com	Malware	Jan 29, 2024 15:22:24	2	1

### Highlights

Most affected endpoint

[54\[.\]237.150.173](#)

[Upgrade account](#)

Most prevalent risk level

**Significant 100%**

Most affected business relevance

**High 77.8%**

# Active Incidents During Reporting Period

**i** Incidents that exhibited activity during this period, regardless of their current state. For more details [go to the portal](#).

## Active Incidents at a glance

Nov 22, 2023 - Mar 07, 2024

Active Incidents this period  
**20**

Automatically responded

Endpoints affected	26
Labels affected	5
Adversary contacts	584

**i** **What is this about?** This section provides you with situational awareness about the type of adversaries that may be targeting your organization. By understanding when and how the adversary is attempting to gain a foothold, you can improve your cybersecurity strategies and make informed decisions to enhance your defense posture.

## Top 5 affected labels

Nov 22, 2023 - Mar 07, 2024

Label Name	Business Relevance	Incidents ↓
DNS Servers	High	10
Unlabeled Activity	Low	6
Police Department	High	5
Utilities admin	Medium	3
City Hall	High	1

## Top 5 Affected Endpoints

Nov 22, 2023 - Mar 07, 2024



### Unlock asset-level visibility

Upgrade to gain fine-grained visibility and richer context for your incidents. Don't settle for less than full visibility in your incident response strategy.

[Upgrade your account](#)

### Top 5 incidents by endpoints affected | Nov 22, 2023 - Mar 07, 2024

State	Adversary	Threat Type	Last Contact	Contacts	Endpoints ↓
Closed	onewayskateboard[.]com	Malware	Jan 16, 2024 11:45:42	6	3
Closed	onewayskateboard[.]com	Malware	Dec 28, 2023 12:13:36	92	3
Pending	54[.]237.150.173	Malware	Feb 12, 2024 17:56:03	2	2
Closed	tailely[.]com	Malware	Dec 05, 2023 17:04:50	11	2
Pending	t[.]jocmhood.com	Malware	Feb 28, 2024 16:51:44	418	1

### Top 5 incidents by adversary contacts | Nov 22, 2023 - Mar 07, 2024

State	Adversary	Threat Type	Last Contact	Contacts ↓	Endpoints
Pending	t[.]jocmhood.com	Malware	Feb 28, 2024 16:51:44	418	1
Closed	onewayskateboard[.]com	Malware	Dec 28, 2023 12:13:36	92	3
Closed	tailely[.]com	Malware	Dec 05, 2023 17:04:50	11	2
Closed	gmali[.]com	Malware	Dec 07, 2023 16:41:43	10	1
Closed	138[.]113.19.15	Malware	Dec 12, 2023 19:35:08	8	1

**Important:** Number of contacts or endpoints affected does not always indicate the severity of an incident. A single contact or endpoint affected can lead to a major security breach. Consider the nature of the attack and your unique business context when prioritizing incidents.

🕒 **Playback Related** | Nov 22, 2023 - Mar 07, 2024 - Up to 5



## Uncovered by Playback™

Power up your incident response with the ability to correlate thousands of new IoCs against years of historical data in real-time. Upgrade now to gain a strategic advantage and proactively act against just-uncovered threats before they escalate into a disaster.

[Upgrade to Lumu Defender](#)





**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**0000129343**  
**ASCOM US Inc.**  
**300 Perimeter Park Dr, Suite D**  
**Morrisville, NC 27560**  
  
**Email: Alex.Veytsel@ascom.com**  
**Telephone No.: (224) 240-3439**

Number: **10-00000-21-00078**

Amendment No.: **One**

Term: **February 9, 2021 – September 25, 2024**

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

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 827-0266**

Email: **Vanessa.LeBlanc@gsd.nm.gov**

**Invoice:**  
**As Requested**

**Title: General Purpose Commercial Information Technology Equipment, Software and Services – Communication Systems for Business and Commercial Use – GS-35F-0662T**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 26, 2022 to September 25, 2024 at the same price, terms and conditions.**

*Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over \$5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau. If procuring goods only, no determination of service is required.*

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Valerie Paulk*  
New Mexico State Purchasing Agent

Date: 11/7/2022

**x This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

*JD & AR*

**Certificate Of Completion**

Envelope Id: 8E2BD2190277481CAC43F07FDAF22986	Status: Completed
Subject: Please DocuSign: 10-00000-21-00078 GS-35F-0662T A001	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Arrianna Romero
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Arrianna.Romero1@gsd.nm.gov
	IP Address: 207.119.144.72


**Record Tracking**

Status: Original	Holder: Arrianna Romero	Location: DocuSign
11/7/2022 2:46:51 PM	Arrianna.Romero1@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

**Signer Events**

Travis Dutton- Leyda  
 Travis.Dutton-Leyda@gsd.nm.gov  
 IT & Construction Bureau Chief  
 New Mexico General Services, State Purchasing  
 Division  
 Security Level: Email, Account Authentication  
 (None), Login with SSO  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Signature**

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 73.26.88.117

**Timestamp**

Sent: 11/7/2022 2:50:52 PM  
 Viewed: 11/7/2022 2:56:56 PM  
 Signed: 11/7/2022 2:57:02 PM

Arrianna Romero  
 Arrianna.Romero1@gsd.nm.gov  
 Purchasing Agent Advance  
 New Mexico General Services, State Purchasing  
 Division  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 207.119.144.72

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 Resent: 11/7/2022 2:58:11 PM  
 Viewed: 11/7/2022 2:58:27 PM  
 Signed: 11/7/2022 2:58:41 PM

Valerie Paulk  
 valerie.paulk@gsd.nm.gov  
 Signed of Behalf of State Purchasing Agent  
 New Mexico General Services  
 Signing Group: 35000 - State Purchasing Agent  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 5/29/2020 9:40:59 AM  
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 67.0.199.234  
 Signed using mobile

Sent: 11/7/2022 2:58:42 PM  
 Viewed: 11/7/2022 3:11:10 PM  
 Signed: 11/7/2022 3:11:28 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/7/2022 2:50:52 PM
Certified Delivered	Security Checked	11/7/2022 3:11:10 PM
Signing Complete	Security Checked	11/7/2022 3:11:28 PM
Completed	Security Checked	11/7/2022 3:11:28 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

### **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

### **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

### **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:



(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico  
General Services Department  
Statewide Price Agreement

**Awarded Vendor:**  
0000129343  
ASCOM US Inc.  
300 Perimeter Park Dr, Suite D  
Morrisville, NC 27560  
  
Contact: Paul Aguilar  
Email: [paul.aguilar@ascom.com](mailto:paul.aguilar@ascom.com)  
Telephone No.: (331) 588-0908

Price Agreement Number: 10-00000-21-00078

Payment Terms: See Contract

F.O.B.: Destination

Delivery: See Contract

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

Procurement Specialist: Vanessa LeBlanc VL

Telephone No.: 505-827-0266

Email: Vanessa.LeBlanc@state.nm.us

**Invoice:**  
As Requested

Title: **General Purpose Commercial Information Technology Equipment, Software and Services –  
Communication Systems for Business and Commercial Use**

Term: **February 9, 2021 thru September 26, 2022**

*Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over \$5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau.*

**This Price Agreement is made subject to the “terms and conditions” shown on subsequent pages, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

Valerie Paulk

Date: 2/8/2021

Valerie Paulk, NEW Mexico State Purchasing Agent

**X This Agreement was signed on behalf of the State Purchasing Agent**

JL

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-21-00078

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**Terms and Conditions**  
(Unless otherwise specified)

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

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: **10-00000-21-00078**

Page-3

indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of the location of Vendor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: **10-00000-21-00078**

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State publicly financed public health coverage programs such as *Insure New Mexico!*

**Statewide Price Agreement**

**Article I – Statement of Work**

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

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

**Article II – Term**

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

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

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

**Article IV – Shipping and Billing Instructions**

Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**

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

**Article VI – Amendment**

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

**Article VII – Indemnity Clause**

Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.



State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-21-00078

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

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

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

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

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

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

**Article XI – Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**Article XII – Supremacy Clause**

In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc., this present agreement's terms and conditions shall govern.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 10-00000-21-00078

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Establish a Statewide Price Agreement based on GSA Contract # **GS-35F-0662T** for **General Purpose Commercial Information Technology Equipment, Software and Services - Communication Systems for Business and Commercial Use.**

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

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

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

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

State and local government catalogs are not acceptable.

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

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

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

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

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

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

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

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Ea.	<b>General Purpose Commercial Information Technology Equipment, Software and Services - Communication Systems for Business and Commercial Use</b>	

\*\*\* 001 Item Total \*\*\*

### Certificate Of Completion

Envelope Id: 55EDFCB7837E48A9846D061E4A26581D	Status: Completed
Subject: Please DocuSign: SPD SPA	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Vanessa LeBlanc
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Vanessa.LeBlanc@state.nm.us
	IP Address: 174.237.132.91

### Record Tracking

Status: Original	Holder: Vanessa LeBlanc	Location: DocuSign
2/8/2021 4:07:11 PM	Vanessa.LeBlanc@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

### Signer Events

Signer Events	Signature	Timestamp
Vanessa LeBlanc		Sent: 2/8/2021 4:08:35 PM
vanessa.leblanc@state.nm.us		Viewed: 2/8/2021 4:08:49 PM
New Mexico General Services		Signed: 2/8/2021 4:08:53 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 174.237.132.91	

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/2/2020 7:02:26 AM  
 ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Travis Dutton- Leyda		Sent: 2/8/2021 4:08:55 PM
Travis.Dutton-Leyda@state.nm.us		Viewed: 2/8/2021 5:15:06 PM
IT & Construction Bureau Chief		Signed: 2/8/2021 5:15:14 PM
New Mexico General Services, State Purchasing Division	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 67.164.144.62	

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Valerie Paulk		Sent: 2/8/2021 5:15:16 PM
valerie.paulk@state.nm.us		Viewed: 2/8/2021 5:56:29 PM
State Purchasing Agent		Signed: 2/8/2021 5:57:07 PM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address: 75.161.86.101	
Security Level: Email, Account Authentication (None)	Signed using mobile	

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/29/2020 9:40:59 AM  
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/8/2021 4:08:35 PM
Certified Delivered	Security Checked	2/8/2021 5:56:29 PM
Signing Complete	Security Checked	2/8/2021 5:57:07 PM
Completed	Security Checked	2/8/2021 5:57:07 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

### **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

### **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

### **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.



## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



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

**Meeting Date: March 20, 2024**

**Date Submitted: 3/14/24**

**Department: Executive**

**Item: Introduction from the two (2) selected applicants considered for Police Chief (each applicant is allowed 5 minutes to speak): Caleb Marquez and Eric Padilla**

**Request approval to appoint one of the two applicants for Police Chief:**

- 1) Caleb Marquez
- 2) Eric Padilla

**Fiscal Impact:**

**Attachments:**

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

**Approved For Submittal By:  
Mayor David Romero**

**Reviewed By:**

*Dominic Cheny* 3/24/24  
**Finance Director**

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

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

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

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



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

**Meeting Date:** March 20, 2024

**Date Submitted:** 3/12/24

**Department:** Executive

**Item/Topic:** Request approval to appoint Arthur Gonzales as Finance Director.

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

**Fiscal Impact:**

**Attachments:** Letter of Interest, Resume, 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:

Reviewed By:

*Dominic Choy* 3/12/24  
Finance Director

City Manager

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

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

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