

# City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

505-454-1401 lasvegasnm.gov



**MAYOR DAVID ROMERO**

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL MEETING  
August 13, 2025-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. CITY MANAGER'S REPORT**
- X. PRESENTATIONS /POSSIBLE DIRECTION(not to exceed 10-15 minutes)**
  - Presentation by Tisha Woolf, Board member with the Samaritan House, Inc.
  - Presentation by Sergio Mata-Cisneros, Local Government and Community Manager with PNM.

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**David Ulibarri  
Councilor Ward I**

**Michael Montoya  
Councilor Ward 2**

**Barbara Casey  
Councilor Ward 3**

**Marvin Martinez  
Councilor Ward 4**

- Presentation by David Marquez, Gas Director speaking on the efficiency of natural gas electrofusion and training.

**XI. APPROVAL OF MINUTES (July 16 and July 29, 2025)**

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

1. Request approval to accept funding for the E-911 Grant from the Department of Finance Administration in the amount of \$789,430.00 for enhances services and equipment.

*Caleb Marquez, Police Chief* This grant agreement is from July 1, 2025 through June 30, 2026.

2. Request approval of Addendum #2 to Contract #4010-23 with Combee Automation & Integration for professional services for Allen Bradley PLC.

*Travis Martinez, Water Director* RFP #2023-21 was awarded on 9/13/23 and agreement #4010-23 was signed on 9/13/23. The extended term of this agreement will be for 1 year.

3. Request approval to accept and adopt mileage and per diem rates as required by the New Mexico Department of Finance and Administration (DFA).

*Morris Madrid, Finance Director* DFA has published Fiscal Year 26 per diem rates as required by § 10-8-4 (B) & (C), NMSA 1978, effective July 1, 2025.

**XIII. BUSINESS ITEMS**

1. Request approval of Resolution 25-29 related to the acceptance of fiscal year 2024 audit report by the firm of Patillo, Brown, and Hill, LLP Certified Public Accountants.

*Morris Madrid, Finance Director* The City of Las Vegas is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for FY 2024.

2. Request approval to award the Audit Contract for Fiscal Year 2025, financial audit for the City of Las Vegas.

*Morris Madrid, Finance Director* In October of 2024, the firm of Patillo, Brown, and Hill was selected and awarded the contract for audit services, renewable annually, for up to four (4) years. This is the second year of the agreement.

3. Conduct a Public Hearing and adopt Ordinance No. 25-05 amending Water Ordinance 12-13 and Section 440-6 E. of the municipal code pertaining to water service rates, deposits and service charges.

**Travis Martinez, Water Director** This ordinance change affects the rates for the cost of obtaining a new water service tap (**connection fee**) and not the actual water rates. Council approved the publication of Ordinance No. 25-05 on July 9, 2025 and the ordinance was published on July 18, 2025.

4. Request approval to award RFP#2025-25 City of Las Vegas, NM Comprehensive Master Plan to LEC Engineering, Inc. d/b/a LOI Engineers and enter into contract.

**Lucas Marquez, Community Development Director** RFP 2025-25 was advertised in the Las Vegas Optic, Albuquerque Journal and posted on the City website. There were two (2) proposals; LEC Engineering, Inc. and Sites Southwest, LLC.

5. Request approval to award RFP #2025-32 or Engineering and Construction Services to Stantec Consulting Services, Miller Engineering and Parametrix.

**Arnold Lopez, Public Works Director** RFP #2025-32 was advertised in the Las Vegas Optic, Albuquerque Journal and the City website. There were five (5) proposals from Stantec Consulting, Services, Miller Engineering, Parametrix, Lee Engineering and Souder Miller & Associates.

6. Request appointment of Voting Delegate and Alternate for the 2025 Annual Conference in Ruidoso, NM.

**Casandra Fresquez, City Clerk** Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting.

7. Request approval of Memorandum of Understanding (MOU) between the City of Las Vegas and Amistad Y Resolana.

**Mayor David Romero** The purpose of this MOU is to establish a mutual understanding for the use of the area beneath Bridge 7893-I-25 and NM 104 for the delivery of public recovery services that cannot be accommodated on Amistad-owned property.

8. Request approval of Resolution 25- 31 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 1 pertaining to amendments in Article II Governing Body of the City Charter.

9. Request approval of Resolution 25- 32 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 2 pertaining to amendments in Article III. Mayor of the City Charter.

10. Request approval of Resolution 25- 33 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 3 pertaining to amendments in Article IV. Municipal Court of the City Charter.

11. Request approval of Resolution 25- 34 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 4 pertaining to amendments in Article V. Officers, Directors and Employees of the City Charter.

12. Request approval of Resolution 25- 35 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 5 pertaining to amendments in Article VI. Boards, Commissions and Advisory Committees of the City Charter.



13. Request approval of Resolution 25- 36 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 6 pertaining to amendments in Article VIII. Elections, Initiative, Referendum and Recall of the City Charter.

14. Request approval of Resolution 25- 37 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 7 pertaining to amendments in Article IX. Conflict of Interest, Ethics of the City Charter.

15. Request approval of Resolution 25- 38 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 8 pertaining to amendments in Article X. Transitional Provisions of the City Charter.

16. Request approval of Resolution 25- 39 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

***Geno Zamora, Contracted City Attorney*** This resolution is for Ballot Question 9 pertaining to amendments in Article II Governing Body, increasing the number of Council members from 4 members to 8 members.

17. Request approval of Resolution 25- 40 approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

*Geno Zamora, Contracted City Attorney* This resolution is for Ballot Question 10 pertaining to amendments in Article II Governing Body, Section 2.06. Compensation of the City Charter.

#### **XIV. EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters: discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee: **Discussion on criminal charges against two city employees and Investigation of water incident complaints relating to actions involving individual city employees.**

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.

18. Reporting on findings of After Action review/investigation of the February water incident.

*Stevie Nichols with Ortiz & Zamora, Attorneys at Law, LLC*

#### **XV. ADJOURN**

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

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

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

# City of Las Vegas

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**MAYOR DAVID ROMERO**

August 13, 2025

## MEMORANDUM

To: City of Las Vegas Mayor and City Council

Fr: Robert A. Anaya 

Re: Manager's Report

The process of listening and learning from the Mayor, Council, Staff and Community continues. I continue to appreciate the dedication and commitment of the staff, volunteer board members. I also appreciate the feedback and requests provided by the Mayor and Council, please know that your requests are being heard and followed up on although the progress can be slow with some requests and I always appreciate your patience and understanding as we navigate the challenges associated with some requests.

### Amnesty Days Ward by Ward

Special thanks to David Marquez and his team, and to the councilors for their support and guidance in making the Amnesty Days a success. The Amnesty Days are scheduled as follows:

- Ward 1: August 9, 2025
- Ward 2: August 16, 2025
- Ward 3: August 23, 2025
- Ward 4: August 30, 2025

### Communications and Deadlines

We are continuing our city-wide tracking efforts and will regularly update the Mayor and City Council on our progress and findings.

### Financial Management and Accountability

Finance received the audit and Wednesday August 6, 2025, I received the audit Friday August 8, 2025, and will be reviewing it with finance and our leadership team. We will provide an update and next steps associated with any findings or recommendations therein. We will provide regular updates to the Mayor and Council, as well as the Finance Committee and the public. The audit reflects an un-modified opinion which reflects overall financial accountability. We have seven findings we will address in detail and

David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4

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## MAYOR DAVID ROMERO

provide updates to the Mayor and Council. I want to express my thanks and appreciation to the finance department, finance committee, the auditors and the collective efforts of staff city-wide. We provided notice to the auditors for the upcoming audit the week of July 28, 2025 to Patillo Brown and Hill (PBH) first addendum from the contract entered into last fiscal year which allowed for three renewals for a total of four years. On July 31, 2025 the final budget was entered and submitted to the department of finance and administration (DFA). We are awaiting feedback and or any necessary adjustments or amendments.

### **Water and Waste Water Supply and Compliance**

The 2024 Sanitary Survey has been submitted and we are awaiting review and approval. If approved this will conclude our obligations and close out the compliance requirements. Monthly reports for water and waste water have been submitted for the month of July. As of today we continue to be in compliance with the Administrative Order for water supply. Special thanks to our internal and external staff and consultants that helped make this happen.

### **Permanent Water Treatment Facility/Intergovernmental Agreement**

We are in full coordination and communication with the State of New Mexico regarding the permanent water treatment facility. The agreement was deemed fully executed by the state of New Mexico and as such they have retained the services of Plexos to manage the project and several within our city and contract staff, including myself, have been in communications. Including Mayor Romero and Councilor Montoya within a couple meetings. I open the opportunity for other Council members to participate in some of the discussions when you are able we will coordinate so that no more than two of you will be present if you would like to listen in and offer input. We will be providing more comprehensive updates as we progress with the project. We are also utilizing the Sulzer Group to help in these efforts. We are also moving forward to start up and operate the pre-treatment Viola system and utilize as necessary that start up will commence in the week of August 11, 2025 in accordance and in compliance with associated requirements.

### **Mayor and Council Communications**

I have met with the Mayor and Council and will continue to meet on a regular basis to understand and follow up on concerns and issues as they arise in each Ward and city-wide. I look forward to continued coordination and partnership with our Department heads and staff to work through matters as they arise from citizens through our Council and Mayor. As noted previously we are developing tracking

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**David Ulibarri**  
Councilor Ward 1

**Michael Montoya**  
Councilor Ward 2

**Barbara Casey**  
Councilor Ward 3

**Marvin Martinez**  
Councilor Ward 4

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## MAYOR DAVID ROMERO

mechanisms to better communicate with internal staff as we work to accommodate Mayor and Council requests.

### Organizational Chart New Hires

We continue to work through updates associated with our personnel and organizational chart and I will be bringing an updated chart in the coming months. As requested we will also coordinate communications of new hires to the Mayor and Council.

### San Miguel County Emergency Management and Other Matters

On August 6, 2025 we had a joint meeting between city and county staff to coordinate areas of common concern and coordination. We have developed two committees between our two entities and will be providing on-going updates to the Mayor and Council. Areas of common interest including but not limited to Emergency Services, Senior Services, Rural Addressing, the ETZ, GIS and Mapping ...

### Ruidoso Support and Help

August 4, 2025 we took our third container to Ruidoso and also had the opportunity to visit with the Mayor and City Manager and view the devastation that has occurred in the area. The Mayor noted the work of the Council in supporting their challenges and their efforts to recover.

### Internal Training Finance, Human Resources, Safety, Project Management

A successful training occurred for our directors and many of our administrative and management team at NMHU on July 29-30, 2025 the training was also attended by the Mayor as well as Councilman Montoya on both days. The balance of the staff will have the opportunity for training which will occur prior to August 31, 2025. The training will be reflected in the staff's personnel file.

### Recognition of staff with over 20 years of service occurred on Friday August 8, 2025

We learned a lot from our members of senior service in the city and will be bringing them for formal acknowledgement in a City Council meeting in the coming week. We gained valuable insights from our senior service members within the city. We plan to formally recognize them at an upcoming City Council meeting.

Thank you for your continued guidance and support!

Respectfully and Sincerely!

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David Ulibarri  
Councilor Ward 1

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4



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

**Meeting Date:** August 13, 2025

**Date Submitted:** July 27, 2025

**Department:** Community Development

**Item/Topic:** Presentation by Tisha Woolf, Board Member, The Samaritan House, Inc..

**Fiscal Impact:** None

**Attachments:** None

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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

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



Scott Zunker &lt;szunker@lasvegasnm.gov&gt;

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**Fwd: August 13 Council Meeting**

1 message

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**Lucas Marquez** <lmarquez@lasvegasnm.gov>  
To: Scott Zunker <szunker@lasvegasnm.gov>

Mon, Jul 28, 2025 at 8:06 AM

----- Forwarded message -----

From: **Tisha Woolf** <tishawoolf@gmail.com>  
Date: Fri, Jul 11, 2025 at 2:21 PM  
Subject: August 13 Council Meeting  
To: <lmarquez@lasvegasnm.gov>

Hi Lucas,

I am on the board of the Samaritan House and met with Mr. Anaya and others from the State this week. Mr Anaya recommended we ask to be put on the August 13th Council Meeting agenda.

The purpose I am anticipating is to introduce the board, share the Samaritan House's current services and activities, and discuss needs and how we can move forward together to serve the community.

Please let me know if this is possible, if you or Mr. Anaya have any suggestions, or if you need anything from me to get us on the agenda.

Thank you,  
Tisha Woolf  
702-408-0911

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**Lucas Marquez**

**Community Development Director**  
**505-429-0214**



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/1/25

**Department:** Executive

**Item:** Presentation by Sergio Mata-Cisneros, Local Government and Community Manager with PNM speaking on his role and responsibilities in supporting local communities, highlights from PNM's recent town hall in Las Vegas that focused on wildfire awareness and an overview of their Public Safety Power Shutoff (PSPS) program, including its purpose, how it works, and how we're engaging with communities to prepare.

**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

  
Finance Director

  
City Manager

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

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

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





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

**Meeting Date:** August 13, 2025

**Date Submitted:** 08/01/25

**Department:** Gas

**Item/Topic:** Presentation by David Marquez on the Efficiency of Natural Gas Electrofusion and Training

**Fiscal Impact:** None

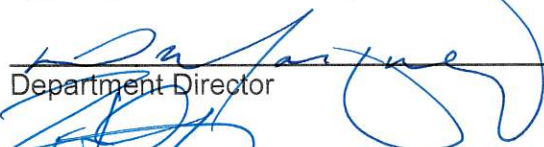

**Attachments:** None

**Committee Recommendation:** N/A

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_  
Department Director  
  
\_\_\_\_\_  
City Manager

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

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD  
ON WEDNESDAY, JULY 16, 2025 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** David Romero

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

**ALSO PRESENT:** Robert A. Anaya, City Manager  
Casandra Fresquez, City Clerk  
Caleb Marquez, Sergeant at Arms  
Ambrosio Castellano, Contracted City Attorney

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Martinez asked for a moment of silence to pray for those who had passed away and for the future of the City of Las Vegas Government and its staff.

**APPROVAL OF AGENDA**

City Clerk Casandra Fresquez advised there was an amendment to the agenda for the removal of Water Director Travis Martinez presentation and an amendment made by City Manager Robert A. Anaya to move Consent Agenda Items # 5, 6, and 7 to Business Items for further discussion.

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

### **PUBLIC INPUT**

There was no public input.

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

- Appointment of Bonny Lopez and Sonia Diaz de Leon to the Library Board.

Councilor Montoya asked if Bonny Lopez and Sonia Diaz de Leon resided within City limits.

Mayor Romero advised one of the individuals resided within City limits and the other did not. Mayor Romero advised it was difficult to seek individuals to join committees and recommended Bonny Lopez and Sonia Diaz de Leon due to their efforts.

Councilor Ulibarri made a motion to appoint Bonny Lopez and Sonia Diaz de Leon to the Library Board. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

- Appointment of Theresa Diaz, Janice Horton and Tina Clayton to the Lodger's Tax Board.

Councilor Martinez made a motion to appoint Theresa Diaz, Janice Horton and Tina Clayton to the Lodger's Tax Board. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

Mayor Romero stated he would work with City Clerk Fresquez on posting a notice of possible quorum for upcoming public meetings, which would allow the Governing Body the option to attend.

City Manager Anaya informed the Governing Body of his intention to have City Clerk Fresquez prepare a notice of upcoming State committee meetings, which would also provide the Governing Body an opportunity to attend.

Mayor Romero also recommended a notice be prepared for the Governing Body regarding the City Manager's upcoming meeting with department directors, which they are encouraged to attend.

City Manager Anaya advised a training would be held for all directors on July 29, 2025 and July 30, 2025 at New Mexico Highlands University.

### **COUNCILORS' REPORTS**

Councilor Ulibarri requested prayers for the Texas community following the devastating flood crisis.

Councilor Casey asked for a list of employees by department to familiarize the Governing Body with the staff employed by the City of Las Vegas.

Councilor Martinez stated that a resident had contacted him in regards to the homeless causing issues at Lincoln Park.

Councilor Montoya expressed gratitude to City Manager Anaya for his contributions. Councilor Montoya also noted that he, along with other Governing Body members and City staff, attended a memorial service for veterans and the deceased.

Mayor Romero extended his gratitude to Public Works Director Arnold Lopez, Public Information Officer Amanda Salas, and the Public Works staff for their efforts in delivering donated items from the City of Las Vegas to Ruidoso, New Mexico to help assist those affected by the recent tragic event. Mayor Romero also thanked the citizens of Las Vegas for their generous donations to the residents in Ruidoso, New Mexico.

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

Police Chief Caleb Marquez discussed the following in his report:

- Field Operations Division (patrol)
- Communication Division (dispatch)
- Animal Care Center Statistics
- Information Division (records)
- Street Crimes/Investigations/Narcotics/Evidence
- Evidence Seized: Agents/Investigators/Officers
- Travel/Training
- Recruiting
- Community Events
- Vacancies

### **FINANCE REPORT**

Finance Director Morris Madrid advised an exit meeting with the State Auditor took place, those in attendance were the Governing Body, City Manager Anaya, and various members of the City of Las Vegas staff.

Councilor Montoya questioned the absence of the Finance Committee Chairman at the meeting, inquiring if there was a specific reason for not extending an invitation.

Finance Director Madrid stated that it was customary to invite the Chief Elected Official and Chief Executive Officer. Finance Director Madrid mentioned that the Finance department had hired Noel Baca as a Procurement Officer, who was currently attending certification all week.

Finance Director discussed the following in his report:

- General Fund

Councilor Montoya questioned the allocation of the \$161,000 in overtime expenses.

Finance Director Madrid noted that the overtime was a combination of recurring and non-recurring hours, with staff shortages.

Councilor Montoya asked about a possible connection to the Hermits Peak/Calf Canyon fire.

Finance Director Madrid advised yes.

Mayor Romero asked if the overtime hours were accrued within that specific department's budget or if it was budgeted within the General Fund.

Finance Director Madrid advised there were two types of overtime; retirement eligible, and an outside of a normal shift. Finance Director Madrid advised first responders normal range of hours worked per week was 104-106 hours and a regular employee was 80 hours per week. Finance Director Madrid advised it depended on how the schedule was set up.

City Manager Anaya asked Finance Director Madrid what the estimated percentage was associated with the overall overtime pay.

Finance Director Madrid stated that overtime was primarily driven by the Fire and Police department, accounting for 80-85% of all overtime and Utilities overtime was situational and not recurring.

Councilor Montoya asked about preventative measures for future budgets.

City Manager Anaya advised that the significant amount of overtime hours was due to departmental vacancies. City Manager Anaya stated that filling the positions would lead to a reduction in overtime for both departments.

Councilor Montoya asked whether the Fire Department's vacancies could be used to offset overtime costs.

Finance Director Madrid advised there was not sufficient savings and mentioned they would need to increase the budget.

Mayor Romero asked if the City's efforts to eliminate overtime would compromise public safety.

Finance Director Madrid advised no. Finance Director Madrid continued to discuss the following;

- Enterprise Fund
- Recreation Department Expenditure

Councilor Montoya requested the balance of gross receipt tax owed by the City for Phase 2, and clarification on the utilization of remaining funds by the City.

City Manager Anaya stated that he would provide a report to the Mayor and Council at the next meeting.

Finance Director Madrid continued to discuss the following;

- Lodgers Tax Fund
- Cannabis Fund
- Opioid Fund
- FEMA Fund

City Manager Anaya confirmed that the City's expenditures were duly reimbursable and met FEMA requirements for full reimbursement. City Manager Anaya stated his intention was to utilize the loan to backfill the City's resources and cover expenses before drawing from Senate Bill 6.

Councilor Montoya clarified that Senate Bill 6 was a loan designated for municipalities affected by the Hermits Peak/Calf Canyon Fire, with its use strictly limited to expenditures related to the fire.

City Manager Anaya stated that an application was required to transfer funds to the City. City Manager Anaya stated that the online application had been docusigned, and he was attempting to access it to determine if a specific project was associated with the loan.

Councilor Ulibarri asked City Manager Anaya and Finance Director Madrid about the possibility of securing funding for city road repairs.

City Manager Anaya emphasized the City's focus on maximizing existing revenue streams. City Manager Anaya stated that the City needed to leverage external resources to undertake more capital projects than it had historically.

Councilor Montoya asked if the City had filed a claim against FEMA for road repairs during the Hermits Peak/Calf Canyon Fire.

City Manager Anaya advised \$5 million was accounted for road repairs.

Mayor Romero announced that there was a meeting scheduled for the next day with the Department of Homeland Security Emergency Management and FEMA. Mayor Romero stated that the purpose of the meeting was to discuss the reimbursement of \$6.7 million to the City of Las Vegas.

Councilor Martinez asked whether the City was required to pay for damages from the Hermits Peak/Calf Canyon Fire to receive FEMA reimbursement.

City Manager Anaya stated that the \$18 million was directly tied to the flood's impact, specifically addressing the water treatment facility, water hauling, dam repairs, and water distribution.

Finance Director Madrid advised it was associated with anything related to the restoration and delivery of water to the citizens.



Councilor Ulibarri mentioned residents' frustration regarding the lack of prioritized budgeting for road repairs.

Councilor Montoya requested that City Manager Anaya verify the interest rate of the \$98 million during his meeting with DHSEM and FEMA. Councilor Montoya recommended informing them of the City's readiness to involve their attorneys if necessary to secure reimbursement.

City Manager Anaya stated that city resources could not fund projects if loans were tied to specific uses.

### **APPROVAL OF MINUTES**

Councilor Ulibarri made a motion to approve the minutes from June 25, 2025 with spelling corrections. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

### **CONSENT AGENDA**

City Clerk Fresquez read Consent Agenda items (1-4) into the record as follows:

1. Request approval of a continued Memorandum of Understanding (MOU) between the City of Las Vegas and the Village of Pecos for FY26.
2. Request approval of a North Central New Mexico Economic Development District (NCNMEDD) Non-Metro AAA Title III Federal and State Program Sub-Award for \$929,111.79.
3. Request approval of a North Central New Mexico Economic Development District (NCNMEDD) Non-Metro AAA Senior Employment Program Host Agency Sub-Award for \$25,564.
4. Request approval of a North Central New Mexico Economic Development District (NCNMEDD) Non-Metro AAA Nutrition Service Incentive Program (NSIP) Sub-Award for \$43,822.

Councilor Casey made a motion to approve the Consent Agenda (1-4) as presented. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

### **BUSINESS ITEMS**

1. Request approval of addendum #2 to Contract #3991-23 with Bohannon Huston for water treatment plant facility planning, design and construction.

Mayor Romero asked whether the information provided a historical overview of the previous contract's activities.

Project Manager Adrian Allemand advised yes, that the City had completed a project with Bohannon Huston, which included the Trac Vac and SCADA systems.

Councilor Martinez asked if their presence was required on an as-needed basis.

Project Manager Allemand advised yes.

Councilor Montoya asked whether Bohannon Huston was actively engaged in the planning and design phases of the City's water treatment plant.

Project Manager Allemand advised no, they were not and that they were assisting the City with the current issues within the water treatment plant.

Councilor Montoya made a motion to approve addendum #2 to Contract #3991-23 with Bohannon Huston for water treatment plant facility planning,

design and construction. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

- 2. Request approval of Addendum #2 to Contract #4003-23 with HDR Engineering Inc., for water treatment planning, design and construction phase engineering services.

Councilor Montoya made a motion to approve Addendum #2 to Contract #4003-23 with HDR Engineering Inc., for water treatment planning, design and construction phase engineering services. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

- 3. Request approval of Addendum #2 to Contract #4004-23 with Molzen Corbin & Associates for water treatment planning, design and construction phase engineering services.

Councilor Martinez made a motion to approve Addendum #2 to Contract #4004-23 with Molzen Corbin & Associates for water treatment planning, design and construction phase engineering services. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

4. Request approval of Memorandum of Understanding (MOU) between the City of Las Vegas and San Miguel-Mora County Fair Association.

Community Development Director Lucas Marquez stated that the contract with the San Miguel-Mora County Fair Association for the upcoming event lacked specific language. Community Development Director Marquez advised Contracted City Attorney Ambrosio Castellano and himself incorporated additional information to the contract and presented it to City Manager Anaya to assure the contract was in compliance with the MOU.

Councilor Montoya asked what attorney reviewed the contract.

Community Development Director Marquez advised Contracted City Attorney Ambrosio Castellano.

Councilor Montoya suggested that the upcoming year's contract incorporate specific elements. Councilor Montoya recommended that City Manager Anaya leverage Lodger's Tax funding to facilitate property revitalization and stimulate economic growth.

Mayor Romero clarified that it was for the County Fair.

Community Development Director Marquez confirmed it was the San Miguel-Mora County Fair Association. Community Development Director Marquez stated he and Contracted City Attorney Castellano would draft a contract for the following year, incorporating the suggested language.

Mayor Romero asked Contracted City Attorney Castellano if he recommended the changes upon approval.

Contracted City Attorney Castellano found the presented contract acceptable and recommended its approval with the said changes. Contracted City Attorney Castellano suggested incorporating the proposed language as an additional "Whereas" paragraph in next year's contract.

Councilor Martinez asked Community Development Director Marquez to give a summary on the safety measures for the upcoming event.

Community Development Director Marquez confirmed that the grounds had been cleared, allowing fire trucks to be parked there permanently for immediate access.

Councilor Montoya inquired about the readily available million-dollar liability insurance.

Community Development Director Marquez advised they had it on hand if needed.

Councilor Montoya made a motion to approve the Memorandum of Understanding (MOU) between the City of Las Vegas and San Miguel-Mora County Fair Association. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

5. Request approval to award RFP #2025-28 to Stagg Liuzza for professional legal service for special polyfluoroalkyl substances (PFAS) litigation Council and enter into contract.

Project Manager Adrian Allemand stated that funding would not be available until the litigation battle was resolved. Project Manager Allemand stated that the City could potentially receive between \$200,000 and \$4 million if the case was won.

Councilor Montoya asked what percentage the City would receive.

Project Manager Allemand advised 33% of the litigation settlement.

Councilor Montoya asked who was going to oversee the RFP.

City Manager Anaya advised he would be overseeing the RFP.

Councilor Montoya asked about the possibility of filing a claim with FEMA for reimbursement.

City Manager Anaya stated that it was a separate litigation and therefore not reimbursable by FEMA.

Contracted City Attorney Castellano stated that FEMA would not reimburse the City due to the chemicals being present prior to the Hermits Peak/Calf Canyon Fire.

Councilor Casey made a motion to approve to award RFP #2025-28 to Stagg Liuzza for professional legal service for special polyfluoroalkyl substances (PFAS) litigation Council and enter into contract. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried

6. Request approval of Resolution No. 25-26, to apply for and accept a grant offer in the amount of \$1,116,526.00 by the Federal Administration (FAA) and the New Mexico Department of Transportation Aviation Division.

Councilor Martinez made a motion to approve Resolution No. 25-26, to apply for and accept a grant offer in the amount of \$1,116,526.00 by the Federal Administration (FAA) and the New Mexico Department of Transportation Aviation Division. Councilor Ulibarri seconded the motion.

Resolution No. 25-26 was presented as follows: *Due to the length of the document, a copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

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

City Clerk Fresquez advised the motion carried.

7. Request approval to award RFB 2025-31, High Game Fencing at the City of Las Vegas Municipal Airport in the amount of \$1,113,950.41 to include NMGR, to Apache Construction Co. Inc. Valley Fence dba Valley Fence Co.

Councilor Casey made a motion to approve RFB 2025-31, High Game Fencing at the City of Las Vegas Municipal Airport in the amount of \$1,113,950.41 to include NMGR, to Apache Construction Co. Inc. Valley Fence dba Valley Fence Co. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

8. Update on the After Action review/investigation of the February water incident.

Stevie Nichols with Ortiz & Zamora, Attorneys at Law, LLC, stated that the water incident led to a loss of water pressure in the city's distribution system, resulting in water loss for the City of Las Vegas residents. Ms. Nichols stated there was no evidence of wrongdoing or intentional negligence by City of Las Vegas employees or contractors. Ms. Nichols advised the final report, which will include further feedback and recommendations for moving forward from the crisis, was scheduled for presentation at the August 13, 2025 City Council meeting.

Councilor Casey voiced her concerns regarding the investigation's timeframe, which she felt pressured City employees accused of wrongdoing.

Councilor Montoya asked whether employees reported feeling targeted during the interviews.

Ms. Nichols stated it was unrelated to the investigation and she solely aimed to uncover the root cause of the water crisis.

## **ADJOURN**

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

Meeting adjourned at 7:47pm.

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Mayor David Romero



ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON  
TUESDAY, JULY 29, 2025 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**MAYOR:** David Romero

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

**ALSO PRESENT:** Robert A. Anaya, City Manager  
Casandra Fresquez, City Clerk  
Caleb Marquez, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Ulibarri thanked the residents and City staff for their participation in the 2025 Rough Rider Motorcycle Rally.

Councilor Martinez asked for a moment of silence to honor David Bibb, who recently passed away, and to offer prayers for his grieving family.

Councilor Casey asked for a moment of silence to pray for those around the world who were suffering from starvation.

## **APPROVAL OF AGENDA**

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

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

City Clerk Fresquez advised the motion carried.

## **PUBLIC INPUT**

There was no public input.

## **APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes from July 2 and July 9, 2025 with minor corrections. Councilor Ulibarri seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

## **BUSINESS ITEMS**

1. Request approval of Resolution No. 25-27, the final quarter report for 2024-2025 for submission to the Department of Finance & Administration, Local Government Division.

Councilor Ulibarri thanked Finance Director Morris Madrid and City staff for all they had done.

Councilor Montoya made a motion to approve Resolution No. 25-27, the final quarter report for 2024-2025 for submission to the Department of Finance & Administration, Local Government Division. Councilor Casey seconded the motion.

Resolution No. 25-27 was presented as follows: *Due to the length of the document, a copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

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

City Clerk Fresquez advised the motion carried.

2. Request approval of Resolution No. 25-28 to adopt the Final Fiscal Year 2025-2026 Budget.

Mayor Romero asked if the Finance Committee had approved the final Fiscal Year 2025-2026 Budget.

Finance Director Morris Madrid stated that suggestions and recommendations had been made by the Finance Committee and mentioned they had approved of it.

City Manager Robert A. Anaya mentioned he had met with department directors individually to discuss their budgetary concerns.

Finance Director Madrid discussed the following recommended changes to the FY 2025-2026 Budget:

- An amount of \$7,500 was restored to the Municipal Courts budget, allocated for Other Professional Services that was justified by Municipal Court Judge Eddie Trujillo.
- The City Managers budget was adjusted to reflect City Manager Anaya's salary.

- The City Clerk's department received additional funds for publications/advertisements and salary/benefits.
- The Police Department's budget was adjusted by \$140,000 for Subscriptions/Dues, an amount that was not included in the interim budget.
- The Code Enforcement budget was adjusted to cover the new employee's salary and was justified by the department director, City Manager Anaya, and Finance Director Madrid.
- The Animal Shelter's budget was adjusted to include a \$1,000 increase for travel, \$1,600 for training, and \$10,000 for Publications/Advertising.
- The Fire Department's budget was increased by 6% to fund the Collective Bargaining Agreement.
- The Parks Department budget was adjusted to reflect the director's salary.
- City Manager Anaya justified a budget adjustment to the Governing Body's budget to include carrying over the remaining balance of the Council members Ward funds, in addition to the \$250,000.
- The General Services budget was adjusted to include the salary for a Project Coordinator/Fleet Supervisor.
- The State Fire Grant Fund 203 was adjusted to its original funded amount, including the carryover from the previous fiscal year.
- The Hot Springs Blvd., project required an adjustment to the DFA Capital Projects Fund which accounted for an additional \$1,000,000 and funds carried over from the previous fiscal year.
- Funding for the MainStreet Great Blocks fund had been restored.
- The budget for Natural Gas was adjusted to include a \$700,000 increase to accommodate a new building.
- The Gas/Construction Fund was restored to its original amount including the carryover balance designated for the gas line replacement project spanning from Porter Street to Salazar Street.
- The Solid Waste budget for the expansion of the facility's building structures and land was reduced to \$450,000, to align with current cash projections.
- The Water Department budget was increased in two line items: Safety in the amount of \$30,000 and Electricity in the amount of \$350,000.

- The IT department required an increase in their budget to cover the Infrastructure Manager's salary.
- The Transportation grant required an adjustment to incorporate the initial funding and an additional \$30,000 from the City's matching funds for vehicle maintenance and repairs.

City Manager Anaya mentioned that funding for the Public Works, Streets and Solid Waste departments budget had been reduced in order to balance other City projects and the cash flow. City Manager Anaya advised the funding would be re-evaluated during the fiscal year, with the aim of restoring the deducted funds.

Councilor Montoya voiced his concern regarding the City of Las Vegas' lack of agreement with the State of New Mexico for the February 2025 water crisis. Councilor Montoya also mentioned there were outstanding invoices from water consultants spanning from January to July, along with missing invoices from March through May 2025. Councilor Montoya advised that the City of Las Vegas had to construct a plan for the Water Treatment Plant due to the payments of \$34,000 per month and \$22,000 per week for the Veolia System. Councilor Montoya asked City Manager Anaya to re-evaluate the raised concerns. Councilor Montoya also mentioned that the Finance Committee reported that the City of Las Vegas had not fully spent its Lodger's Tax funding during the 2024-2025 Fiscal Year. Councilor Montoya mentioned he did not need an explanation or comment until the issues in question had been re-evaluated.

Councilor Martinez thanked City staff for all their hard work in putting together a budget that would benefit the City of Las Vegas.

Councilor Casey stated she did not vote to approve the preliminary budget due to an increase in City employee salaries without the Governing Body's approval or knowledge. Councilor Casey thanked City staff for all they had done.

Councilor Casey made a motion to approve Resolution No. 25-28 to adopt the Final Fiscal Year 2025-2026 Budget. Councilor Martinez seconded the motion.

Resolution No. 25-28 was presented as follows: *Due to the length of the document, a copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

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

City Clerk Fresquez advised the motion carried.

Mayor Romero recognized the Finance department staff and City Manager Anaya for all they had done.

### **ADJOURN**

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

Meeting adjourned at 6:16 pm.

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Mayor David Romero

ATTEST:

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Casandra Fresquez, City Clerk



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

**Meeting Date: August 13, 2025**

**Date Submitted: July 17, 2025**

**Department: Police**

**Item/Topic: Request to accept funding for the E-911 Grant from the Department of Finance Administration In the amount of \$789,430.00 for enhanced services and equipment.**

**Fiscal Impact: None**

**Attachments: Grant Agreement Project No. 26-E-20**

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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

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

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

Approved \_\_\_\_\_

\_\_\_\_\_

Continued : \_\_\_\_\_

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

Denied \_\_\_\_\_

Other \_\_\_\_\_



STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 26-E-20

**THIS GRANT AGREEMENT** made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **City of Las Vegas**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

**WITNESSETH:**

**WHEREAS**, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules.**”); and

**WHEREAS**, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

**WHEREAS**, this Grant Agreement funds the **Public Safety Answering Points (PSAPs)** at the **City of Las Vegas** and the **Department of Public Safety (District 2)**, which also provides **E-911** related services to **San Miguel and Mora Counties**, as well as **E-911** related reimbursements for training, and **Geographic Information Systems (GIS)** software and hardware; and

**WHEREAS**, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

**WHEREAS**, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

**WHEREAS**, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

**WHEREAS**, on **June 17, 2025**, the State Board of Finance awarded the Grantee **\$789,430** for enhanced 911 services and equipment.

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

**ARTICLE I - LENGTH OF GRANT AGREEMENT**

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2025**, through **June 30, 2026**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

## **ARTICLE II – REPORTS**

A. **PSAP Annual Report:** No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. **Federal 911 Resource Center Report:** No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

## **ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT**

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$789,430** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

#### **ARTICLE IV - MODIFICATION, TERMINATION AND MERGER**

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

#### **ARTICLE V - CERTIFICATION**

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

#### **ARTICLE VI - RETENTION OF RECORDS**

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

#### **ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT**

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the City of Las Vegas terminate the Grant Agreement, the City of Las Vegas may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

#### **ARTICLE VIII - REPRESENTATIVES**

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Caleb Marquez**  
Title: **Chief**  
Address: **318 Moreno Street**  
**Las Vegas, NM 87701**  
  
Phone: **505-425-7504**  
Fax: **505-425-5046**  
Email: **cmarquez@lasvegasnm.gov**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: Stephen Weinkauff, or his successor  
Title: E-911 Bureau Chief  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 202  
Santa Fe, New Mexico 87501  
  
Phone: 505-660-3637  
Fax: 505-827-4948  
Email: [Stephen.Weinkauff@dfa.nm.gov](mailto:Stephen.Weinkauff@dfa.nm.gov)

**IN WITNESS WHEREOF**, the Grantee and the Division do hereby execute this Grant Agreement.

**THIS GRANT AGREEMENT** has been approved by:

**GRANTEE**

*David Romero*

B7531ACE307848A...

Authorized Signatory

7/9/2025

Date

David Romero

(Printed Name)

Mayor

City of Las Vegas

(Title, Organization)

**DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION**

Signed by:

*Cecilia Mavrommatis*

C7E9C597313E484...

By:

Cecilia Mavrommatis, Local Government Division Director

7/15/2025

Date



**Exhibit A****FY26 PSAP Annual Report****DUE JUNE 30th, 2026**

Please complete the PSAP Annual Report on-line at: [FY26 Annual PSAP Report](#) Or copy and paste this link into your browser: <https://forms.office.com/g/LV5hbWUdbA>

Please submit the following documents by email to 911 Program Managers in one email when submitting this Annual Report:

• JPA and MOU Agreements	
• Established Procedures to handle calls from Speech and Hearing Impaired Individuals	
• Established Procedure for handling abandoned or silent 911 calls	
• PSAP Insurance Provider and Liability Insurance	
• DPS Acadis Roster	
• 911 Call Transfers and Procedures which includes no transfer policies	
• MOU or Release of Liability for 911 Transfers	

**Exhibit B****Federal 911 Resource Center Report****Call Stats****DUE JANUARY 30th, 2026**

Please complete the PSAP Annual Report on-line at: [FY26 Exhibit B Call Stats](#) or copy and paste this link into your browser: <https://forms.office.com/g/ezdPCUg4wA>

**Call Types**

**Annual Total of Calls  
from January 1  
through December 31,  
2025**

Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

**New Mexico E-911 Program Grant****Exhibit C****Local Government Division****Department of Finance and Administration**

<b>Grantee:</b>	City of Las Vegas	<b>Grant Award:</b>	789,430
<b>Address:</b>	318 Moreno Street Las Vegas, NM 87701	<b>Project Number:</b>	26-E-20
		<b>Grant Period:</b>	July 1, 2025 - June 30, 2026
<b>Telephone:</b>	575-454-1401		
<b>Number of Funded PSAP Positions:</b>		Las Vegas - 3, DPS Dist 2 - 7	

Budget Line Items		Total Authorized Budget
<b>Capital</b>		
E-911 Equipment Upgrades		
NextGen 9-1-1 ESInet & NGCS		230,810
Dispatch Software		
Recorder		98,133
UPS/Generator		
<b>Capital Subtotal</b>		<b>328,943</b>
<b>Recurring Network/Managed Services</b>		
E-911 Voice Network		82,958
Data Network		51,295
NextGen 9-1-1 ESInet		38,913
NextGen 9-1-1 NGCS		59,662
Wireless Cost Recovery		-
<b>Recurring Network/Circuit Subtotal</b>		<b>232,828</b>
<b>Recurring Maintenance</b>		
Dispatch Software		
System Maintenance		185,012
<b>Recurring Maintenance Subtotal</b>		<b>185,012</b>
<b>Services/Training</b>		
911 Related Training		10,000
911 Related GIS		2,000
911 Consulting Services		8,647
GIS Consulting Services		13,750
Interpretive Services		1,250
Minor Equipment		7,000
<b>Services/Training Subtotal</b>		<b>42,647</b>
<b>TOTAL</b>		<b>789,430</b>





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

**Meeting Date:** August 13, 2025

**Date Submitted:** 07/28/25

**Department:** Utilities

**Item/Topic:** Addendum #2 to Contract #4010-23 with Combee Automation & Integration for professional services for Allen Bradley PLC. RFP #2023-21 was awarded on 09/13/23 and agreement #4010-23 was signed on 09/13/23. The extended term of this agreement will be for 1 year.

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

**Attachments:** Addendum #2, Addendum #1, Contract 4010-23.

**Committee Recommendation:** This item will be discussed at the August 7, 2025 Utility Advisory Committee Meeting.

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

Approved For Submittal By:

*Travis Martinez*  
Department Director

*[Signature]*  
City Manager

Reviewed By:

*[Signature]*  
Finance Director

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

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

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

**ADDENDUM #2**  
**AGREEMENT/CONTRACT #4010-23**  
**RFP# 2023-21**  
**AWARDED ON: 9/13/23**  
**COMBEE AUTOMATION & INTEGRATION**

This Addendum entered into this \_\_\_\_ **Day of** \_\_\_\_\_, **2025** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **COMBEE AUTOMATION & INTEGRATION** hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 09/13/2020 the City and CODY COMBEE AUTOMATION & INTEGRATION, INC entered into an Agreement/Contract pursuant to a call for RFP in which CODY COMBEE AUTOMATION & INTEGRATION, INC agreed to provide:

**PROFESSIONAL SERVICES FOR ALLEN BRADLEY PLC**

**WHEREAS, the** City and CODY COMBEE AUTOMATION & INTEGRATION, INC now desire to extend the original Agreement/Contract for an additional year from **09/13/2025 thru: 09/12/2026.**

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #4010-23.

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

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

1. This Agreement and the prior agreement dated 09/13/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 09/13/2023 Agreement not inconsistent herewith remain in full force and effect.

**CITY OF LAS VEGAS**

**CODY COMBEE AUTOMATION &  
INTEGRATION, INC**

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Robert A. Anaya                      Date  
City Manager

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

**ATTEST:**

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

Agreement / Contract  
No. 4010-23  
City of Las Vegas  
Date

**ADDENDUM #1**

**AGREEMENT/CONTRACT #4010-23**

**RFP# 2023-21**

**AWARDED ON: 9/13/23**

**COMBEE AUTOMATION & INTEGRATION**

This Addendum entered into this 11 Day of September, 2024 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **COMBEE AUTOMATION & INTEGRATION** hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 09/13/2020 the City and CODY COMBEE AUTOMATION & INTEGRATION, INC entered into an Agreement/Contract pursuant to a call for RFP in which CODY COMBEE AUTOMATION & INTEGRATION, INC agreed to provide:

**PROFESSIONAL SERVICES FOR ALLEN BRADLEY PLC**

**WHEREAS**, the City and CODY COMBEE AUTOMATION & INTEGRATION, INC now desire to extend the original Agreement/Contract for an additional year from **09/13/2024 thru: 09/12/2025**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #4010-23.

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


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

1. This Agreement and the prior agreement dated 09/13/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 09/13/2023 Agreement not inconsistent herewith remain in full force and effect.

**CITY OF LAS VEGAS**

**CODY COMBEE AUTOMATION &  
INTEGRATION, INC**

**REVIEWED AND APPROVED:**

Signed by:  
  
SC0000F75554433

  
Tim Montgomery  
City Manager

09/12/2024

Date

Engineer/owner  
Title

September 12, 2024 | 2

Date

**ATTEST:**

  
Casandra Fresquez  
City Clerk

9/12/24  
Date



**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND COMBEE AUTOMATION & INTEGRATION**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Combee Automation & Integration ("Contractor"), of 898 9<sup>th</sup> Street Penrose, Colorado 81240, on this 13<sup>th</sup> day of September, 2023 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**Recitals**

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

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

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

**1. SCOPE OF SERVICES:**

The duties of the offeror shall include the following:

1. Address issues with Allen-Bradley PLC, instrumentation equipment and software. Emergencies require response time to request for service within 24 hours through phone and/or remote access support and as required physical response and 48 hours for non-emergencies.
2. Provide SCADA, control and instrumentation installation services including installation of software modules, SCADA software programming and configuration, PLC programming and configuration, and on-site services in support of commissioning any control systems at City facilities.
3. Tasks include maintenance work such as: inspecting, assessing, repairing, set points, replacing or installing of all programmable instruments found in water and waste water applications or other applications as needed.
4. Provide calibration, start-up and maintenance services, and on-going support for control panels, instrumentation, Programmable Logic Controllers (PLCs)/transmitters, custom instrumentation panels including plumbing, valves and wiring.
5. Provide applicable user training for any software or hardware upgrades and replacements. Ensure required user operation and maintenance manuals and supporting documents are updated and provide to the waste water plant manager/supervisor.

6. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
7. Contractor shall provide on-site supervision at all times for all of their work to be performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

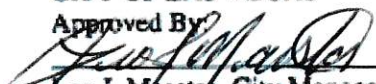
activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply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

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

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

CITY OF LAS VEGAS

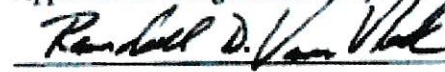
Approved By:

  
Leo J. Maestas, City Manager

Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
New Mexico Local Government Law

CONTRACTOR:

  
Signature

Printed Name: Cody Combee

Position: President, Engineer

**“ATTACHMENT “A”**

**Combee Automation & Integration Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2023-21**

**ALLEN-BRADLEY PROGRAMMABLE CONTROLLER & PRODUCTS**

**RATES FOR SERVICE BROKEN DOWN**

**"ATTACHMENT "A"**

**Combee Automation & Integration Cost Proposal**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2023-21**

**ALLEN-BRADLEY PROGRAMMABLE CONTROLLER & PRODUCTS**

**RATES FOR SERVICE BROKEN DOWN**

**HOURLY RATES**

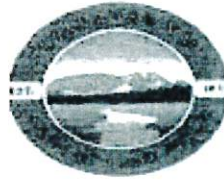
**Labor Rates (per hour)**

Instrumentation and Control Engineer	\$167.00
Design Engineer	\$175.00
Communications Specialist	\$145.00
Instrumentation and Control Engineer Tech	\$125.00
Project Coordinator	\$145.00
Administrative	\$65.00
Overtime* (unscheduled, and outside normal business hours)	1.5 x rate

**Reimbursable Expense Rates**

Transportation	\$0.70/mile
Laser Printout / photocopies	\$0.30/copy
Plotter Printout	\$1.00/s.f.
Cell Modem	\$75.00/month
Outside Services	Cost + 10%
Parts and supplies	Cost + 10%





## Approval Form

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

\*Reviewed:

Leo Maestas, City Manager

08.29.2023  
Date

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

Date Submitted: 8/29/2023

Department Submitting: Utilities Department

Submitter: Benito Lujan

Documents to be reviewed: Contract for Allen Bradley Programmable Services

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

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

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

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

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

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

☐ Changes: \_\_\_\_\_

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

1

Ramuel D. Van Vleet  
Attorney Review

09.13.2023  
Date

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

2

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

\_\_\_\_\_  
Date

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

3

\_\_\_\_\_  
Leo Maestas, City Manager

\_\_\_\_\_  
Date

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

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



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

**Meeting Date:** August 13, 2025

**Date Submitted:** August 1, 2025

**Department:** Finance

**Item/Topic:** Acceptance/Adoption of Mileage and Per diem rates as required by the New Mexico Department of Finance and Administration.

**Fiscal Impact:** None


**Attachments:** Mileage and Per diem rate schedule.

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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

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




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

**Cabinet Secretary Wayne Propst**  
Deputy Cabinet Secretary Renee Ward  
Acting State Controller Mark Melhoff

**Governor Michelle Lujan Grisham**

DATE: April 8, 2025

TO: State Agency CFOs & Local Public Bodies

FROM: Mark Melhoff, Acting State Controller 

SUBJECT: FCD Memo FY25-006 – Fiscal Year 2026 Per Diem Rates

The Department of Finance & Administration (DFA) has published Fiscal Year 26 per diem rates as required by § 10-8-4 (B) & (C), NMSA 1978. The calculation of the updated rates has taken into consideration the standard rates established by the United States general services administration. These rates go into effect July 1, 2025. The rate chart can be found on the DFA website by following the link below.

<https://www.nmdfa.state.nm.us/financial-control/resource-information/memos-and-notices/>

Feel free to contact me directly with questions.

State of New Mexico Per Diem Rates						
As Published by DFA on May 1, 2025. FY26 rates are effective July 1, 2025.						
Per Diem Rate for Overnight Travel	FY21	FY22	FY23	FY24	FY25	FY26
In-State	85.00	151.00	155.00	157.00	166.00	180.00
In-State - County of Santa Fe (Special Area)	135.00	194.00	202.00	210.00	231.00	249.00
Out-of-State	115.00	151.00	155.00	157.00	166.00	180.00
International Travel (in US Dollars)	-	-	-	-	290.00	298.00
International Travel must be approved by oversight governing body						
Meal Rates for Actual Reimbursements	FY21	FY22	FY23	FY24	FY25	FY26
In-State	30.00	55.00	59.00	59.00	59.00	70.00
Out-of-State	45.00	55.00	59.00	59.00	59.00	70.00
International Travel (in US Dollars)	-	-	-	-	103.00	104.00
Note: Meals are only reimbursable when using approved actual rates						
Note 2: Overnight lodging is limited to \$215 per night when using actuals. Amounts that exceed this limit must be preapproved by the Agency Head or Chairperson of the Governing Board.						
Note 3: International travel must be approved by the oversight governing body.						
Return from Travel/Same Day	FY21	FY22	FY23	FY24	FY25	FY26
less than 2 hours	-	-	-	-	-	-
2 hours but less than 6	12.00	18.00	20.00	20.00	20.00	25.00
6 hours but less than 12	20.00	40.00	42.00	42.00	42.00	50.00
12 hours but less than 24	30.00	55.00	59.00	59.00	59.00	70.00
The Travel & Per Diem Act allows for actual reimbursement when per diem rates are insufficient.						



Regulations Governing the Per Diem and Mileage Act								
Section 2.42.2.11 Mileage-Private Conveyance					Electronic mileage calculator - Google Maps <a href="https://www.google.com/maps">https://www.google.com/maps</a>			
Executive Agencies								
					2025 – (100% of IRS Mileage previous year)			
January 1, 2022 through December 31, 2022					0.45			
January 1, 2023 through December 31, 2023					0.47			
January 1, 2024 through January 15, 2024					0.52			
January 16, 2024 through December 31, 2024 New Rule on Rate (100% of IRS Mileage previous year)					0.66			
January 1, 2025 through December 31, 2025					0.67			
Legislative Agencies (Employees)								
January 1, 2022 through December 31, 2022					0.45			
January 1, 2023 through December 31, 2023					0.47			
January 1, 2024 through January 15, 2024					0.52			
January 16, 2024 through December 31, 2024 New Rule on Rate (100% of IRS Mileage previous year)					0.66			
January 1, 2025 through December 31, 2025					0.67			
Judicial District Attorneys' Agencies								
January 1, 2022 through June 30, 2022					0.45			
July 1, 2022 through December 31, 2022					*0.50			
January 1, 2023 through December 31, 2023					*0.50			
January 1, 2024 through December 31, 2024					**0.52			
January 1, 2025 through December 31, 2025					0.67			
Judicial State Agencies								
*Mileage Rate for the Judicial Branch was approved by NM Supreme Court Order No. 22-8500-030 dated July 11, 2022								
**Mileage Rate for the Judicial Branch was approved by NM Supreme Court Order No. S-1-AO-2024-00001 dated January 4, 2024								
January 1, 2022 through June 30, 2022					0.45			
July 1, 2022 through December 31, 2022					*0.50			
January 1, 2023 through December 31, 2023					*0.50			
January 1, 2024 through December 31, 2024					**0.52			
January 1, 2025 through December 31, 2025					**0.52			
Legislative Members					Mileage Rate is the IRS Standard Mileage Rate, Current Year			
January 1, 2022 through June 30, 2022					0.585			
July 1, 2022 through December 31, 2022					*0.625			
January 1, 2023 through December 31, 2023					0.655			
January 1, 2024 through December 31, 2024					0.670			
January 1, 2025 through December 31, 2025					0.70			





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

**Meeting Date:** August 13, 2025

**Date Submitted:** August 1, 2025

**Department:** Finance

**Item/Topic:** Approval of Resolution 25-29 related to acceptance of fiscal year 2024 audit report by the firm of Patillo, Brown, and Hill, LLP. Certified Public Accountants

**Fiscal Impact:** None.

**Attachments:** Resolution 25-29 and Fiscal year 2024 audit report.

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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

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



# City of Las Vegas

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

**Mayor David Romero**

## **ACCEPTANCE AND APPROVAL OF THE FY2024 AUDIT RESOLUTION 25-29**

**WHEREAS**, the City of Las Vegas is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2024: and,

**WHEREAS**, the City of Las Vegas Governing Body has directed the accomplishment of the audit for FY2024 be completed; and,

**WHEREAS**, this audit has been completed and presented to the City of Las Vegas Governing Body.

**WHEREAS**, NMAC 2.2.2.10 (M) (4) provides in pertinent part that "Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at meeting held in accordance with the Open Meetings Act, if applicable,"; and,

**NOW THEREFORE, BE IT RESOLVED**, that the City of Las Vegas Governing Body does hereby accept and approve the completed audit report and findings as indicated within this document;

**ACCEPTED AND APPROVED** the 13<sup>th</sup> day of August 2025 in regular session by the City of Las Vegas Governing Body, at Las Vegas, San Miguel County, New Mexico.

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

ATTEST BY:

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

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4



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

**Meeting Date:** August 13, 2025

**Date Submitted:** August 1, 2025

**Department:** Finance

**Item/Topic:** Selection/Approval to award Audit Contract for Fiscal Year 2025, financial audit for the City of Las Vegas. In prior year, the firm of Patillo, Brown, and Hill was selected and awarded the contract for audit services, renewable annually, for up to four (4) years. This is the second year of the agreement.

**Fiscal Impact:** Audit fee is budgeted. There is no change (increase) in the contract amount.

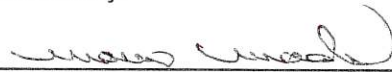
**Attachments:** Letter requesting contract renewal.


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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

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



PATTILLO, BROWN & HILL, L.L.P.

5310 Homestead Road N.E. Suite 100

Albuquerque, New Mexico 87110

505.266.5904 | [pbhcpa.com](http://pbhcpa.com)

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July 23, 2025

City of Las Vegas  
Las Vegas, New Mexico 87110

Dear Sir or Madam,

Re: 2025 Audit

My name is Chris Garner, and I am a Partner with Pattillo, Brown & Hill, LLP. I am pleased to confirm our continued interest in upholding the commitments outlined in our proposal for the 2025 audit.

Please do not hesitate to contact us if you have any questions. You may reach our office at the number listed above, or contact me directly on my cell at (505) 681-4446.

Sincerely,

A handwritten signature in cursive script that reads 'Chris Garner'.

Chris Garner, CPA

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## OFFICE LOCATIONS

**TEXAS** | Waco | Temple | Hillsboro | Houston

**NEW MEXICO** | Albuquerque



## STATE OF NEW MEXICO AUDIT CONTRACT

City of Las Vegas

hereinafter referred to as the "Agency," and

Pattillo, Brown & Hill, LLP

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

### 1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2024 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC *et seq.*).

### 2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.
- B. Reports uploaded into OSA Connect by 5:00 pm of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.
- D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required electronic schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 10 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

### 3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed \$60,647.00 including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
----------	---------

(1) Financial statement audit	<u>\$47,150.00</u>
(2) Federal single audit	<u>\$4,600.00</u>
(3) Financial statement preparation	<u>\$4,600.00</u>
(4) Other nonaudit services, such as depreciation schedule updates	<u>\$0.00</u>
(5) Other (i.e., component units, specifically identified)	<u>\$0.00</u>

Gross Receipts Tax = \$4,297.00

Total Compensation = \$60,647.00 including applicable gross receipts tax

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
- E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor. G. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.
4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

#### 5. **TERMINATION, BREACH AND REMEDIES**

##### A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. **THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.**

#### 6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.



## **7. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

## **8. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

## **9. RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

## **10. RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

## **11. CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

## **12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report, if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

## **13. CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.*, NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

## **14. INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

## **15. AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

## **16. MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with

Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

**17. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

**18. AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

**19. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

**20. PENALTIES FOR VIOLATION OF LAW**

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

**21. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

**22. WORKING PAPERS**

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

**23. DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Heather Lucero**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

**24. INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

**25. OTHER PROVISIONS**



SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

City of Las Vegas

PRINTED NAME:

TITLE:

CONTRACTOR

Patillo, Brown & Hill, LLP


PRINTED NAME: Chris Garner

TITLE: Partner

Tim Montgomery  
City Manager

Chris Garner

10-17-24

  
10/17/2024



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 07/28/25

**Department:** Utilities

**Item/Topic:** Conduct a public hearing and adopt Ordinance No. 25-05 amending water ordinance 12-13 and section 440-6 E. of the municipal code pertaining to water service rates, deposits and service charges. This ordinance change affects the rates for the cost of obtaining a new water service tap and not the actual water rates.

**Fiscal Impact:** None

**Attachments:** Ordinance 25-05 redlined, section 440-6 E. of the municipal code, Ordinance 25-05.

**Committee Recommendation:** This item was discussed at the August 7, 2025 Utility Advisory Committee Meeting.

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

Approved For Submittal By:

Reviewed By:

  
\_\_\_\_\_

Department Director

  
\_\_\_\_\_

Finance Director

  
\_\_\_\_\_

Robert A. Anaya, City Manager

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

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

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

WATER ORDINANCE #25-05  
AMENDING ORDINANCE #12-13  
SECTION 440-6 E. – WATER RATES, DEPOSITS AND SERVICE CHARGES  
AN ORDINANCE AMENDING SECTION 440-6 E. WATER RATES, DEPOSITS AND  
SERVICE CHARGES OF THE CITY OF LAS VEGAS WATER ORDINANCE

WHEREAS, the present section amends the Water rates, deposits and service charges;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 440-6 E. OF THE WATER ORDINANCE BE AMENDED AS FOLLOWS:

**E. Service connection.**

**(1)** Unit charges for service connections, including service line and meter setting, shall be paid by the customer to the City as follows:

<b>Meter Size</b>	<b>Charge</b>
<b>(inches)</b>	
$\frac{3}{4}$ single setting	\$460
$\frac{3}{4}$ double setting	\$560
1	\$500
2	\$1,000
4	\$6,000
6	\$8,000
8	\$15,000

**3/4" Single Setting New Service: \$2,165.50**

**3/4" Double Setting New Service: \$2,865.50**

**1" New Service: \$2,444.00**

**2" New Service: \$4,284.00**

**4" New Service: \$9,345.50**

**6" New Service: \$11,950.26**

**8" New Service: \$18,000.00**

**Outside City Limits: \$1,200.00**

**Main Line Extension: Cost per foot pending on material prices, minimum 6" water main, and fire suppression equipment every 500 feet.**

**(Costs based on Material Cost at the moment of Purchase)**

**Water Deposits (Owner): \$100.00**

**Water Deposits (Renter): \$200.00**

**(2)** Street cut and repair charges and boring costs shall be additional based upon amount of work performed **as-and** assessed by the Water Department **as follows:-**

**Concrete Cut: \$30.00 a square foot**

**Concrete Cost: \$240.00 a cubic yard**

**Asphalt Cut: \$30.00 a square foot**

**Asphalt Repair: \$150.00 a ton**

**F. Water utility revenue reserve balance.**

(1) The rates for water service contained in Subsections **A** and **B** include the establishment of a five-percent revenue reserve for the benefit of the Water Utility. At the end of each fiscal year, the Director shall determine the status of the water utility revenue reserve balance. The balance shall be the amounts collected through the water utility revenue reserve fee since its inception through the recently completed fiscal year minus amounts expended from the revenue reserve for the same historical time period.

(2) In the event that the water utility revenue reserve balance exceeds 10% of the most recent past fiscal year's revenue, the City Manager may order a reduction of the rates for water service by dividing each rate by 1.05. Conversely, should the City's water utility revenue reserve balance for the most recent past fiscal year result in a balance of less than 5% of that fiscal year's revenue, the City Manager may order an increase in the rates for water service by multiplying each rate by 1.05. The water utility revenue reserve balance shall be used solely for meeting the needs of the City's Water Utility unless diversion of water revenue reserve balance funds to some other use within the City's operations are authorized by affirmative vote of the governing body.

**G. Automatic rate adjustment.** Annual automatic adjustments to the rates and charges of the Water Utility may be made through application of the Consumer Price Index (CPI-U) which is maintained by the U.S. government. Adjustments shall be authorized by the City Manager only after examination of the financial performance of the Utility during the past fiscal year.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

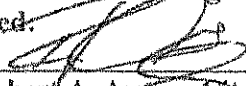
\_\_\_\_\_  
City Attorney



## Approval Form

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

\*Reviewed:

  
Robert A. Anaya, City Manager

  
Date

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

Date Submitted: 06/06/25

Department Submitting: Utilities

Submitter: Travis Martinez

Documents to be reviewed: WATER ORDINANCE #25-05 AMENDING ORDINANCE #12-13 SECTION 440-6 E. - WATER RATES, DEPOSITS AND SERVICE CHARGES AN ORDINANCE AMENDING SECTION 440-6 E. WATER RATES, DEPOSITS AND SERVICE CHARGES OF THE CITY OF LAS VEGAS WATER ORDINANCE

Deadline: ASAP

Submitter Comments: This ordinance will increase the prices of water service connections to ensure City installation costs of materials and labor are covered by the customer requesting the service.

Received by CM - Office Mgr/HR: \_\_\_\_\_

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

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

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

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

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

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

  
Attorney Review

6-10-2025  
Date

6/11/2025

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Robert A. Anaya, City Manager

\_\_\_\_\_  
Date

Received by City Clerk's Office

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

(Only if being placed on the Agenda)

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

## Chapter 440. Water Service and Operations

### § 440-6. Water rates, deposits and service charges.

[Amended 6-13-1996 by Ord. No. 84-26; 9-21-2005 by Ord. No. 05-17]

A. Monthly water base charges for utility customers.

[Amended 9-28-2012 by Ord. No. 12-13]

		Base Charge			
Meter Size (inches)		2013	2014	2015	2016
Inside City					
Residential					
5/8		\$15.00	\$16.10	\$17.30	\$18.50
1		\$34.80	\$39.00	\$39.50	\$40.10
Small commercial					
5/8		\$33.70	\$33.70	\$33.70	\$33.70
Large commercial					
1		\$170.00	\$170.00	\$170.00	\$170.00
1 1/2		\$246.00	\$246.00	\$246.00	\$246.00
2		\$340.00	\$340.00	\$340.00	\$340.00
3		\$450.00	\$450.00	\$450.00	\$450.00
4		\$510.00	\$510.00	\$510.00	\$510.00
6		\$870.00	\$1,120.00	\$1,150.00	\$1,180.00
8		\$1,040.00	\$1,280.00	\$1,310.00	\$1,340.00
Outside City					
Residential					
5/8		\$22.50	\$24.20	\$26.00	\$27.80
1		\$52.20	\$58.50	\$59.30	\$60.20
Small commercial					
5/8		\$50.60	\$50.60	\$50.60	\$50.60
Large commercial					
1		\$255.00	\$255.00	\$255.00	\$255.00
1 1/2		\$369.00	\$369.00	\$369.00	\$369.00
2		\$510.00	\$510.00	\$510.00	\$510.00
3		\$675.00	\$675.00	\$675.00	\$675.00
4		\$765.00	\$765.00	\$765.00	\$765.00
6		\$1,305.00	\$1,680.00	\$1,725.00	\$1,770.00

		<b>Base Charge</b>			
<b>Meter Size</b>					
<b>(inches)</b>		<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
8		\$1,560.00	\$1,920.00	\$1,965.00	\$2,010.00

NOTES:

\*Rate table does not include applicable state and federal taxes and fees.

- B. Monthly water volume charges for utility customers.  
[Amended 9-28-2012 by Ord. No. 12-13]

		<b>Volume Charge</b>			
		<b>(per gallon)</b>			
<b>Monthly Volume</b>		<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Inside City					
Residential					
First 2,000 gallons		\$0.00103	\$0.00194	\$0.00234	\$0.00286
Next 4,000 gallons		\$0.00232	\$0.00437	\$0.00527	\$0.00644
Next 4,000 gallons		\$0.00522	\$0.00984	\$0.01186	\$0.01449
Over 10,000 gallons		\$0.01305	\$0.02460	\$0.02965	\$0.03623
Commercial					
Winter		\$0.00374	\$0.00599	\$0.00603	\$0.00606
Summer		\$0.00468	\$0.00749	\$0.00754	\$0.00758
Outside City					
Residential					
First 2,000 gallons		\$0.00154	\$0.00291	\$0.00351	\$0.00429
Next 4,000 gallons		\$0.00348	\$0.00655	\$0.00790	\$0.00966
Next 4,000 gallons		\$0.00783	\$0.01476	\$0.01779	\$0.02173
Over 10,000 gallons		\$0.01957	\$0.03690	\$0.04447	\$0.05434
Commercial					
Winter		\$0.00561	\$0.00898	\$0.00904	\$0.00909
Summer		\$0.00702	\$0.01123	\$0.01131	\$0.01137

NOTES:

\*Rate table does not include applicable state and federal taxes and fees.

\*\*Winter rates are applicable to commercial usage during the November through April billing periods. Summer rates are applicable to usage during the May through October billing periods.

- C. Deposits.

- (1) The customer shall deposit with the City of Las Vegas a service deposit which will be based on the following schedule:  
[Amended 7-15-2009 by Ord. No. 09-09]
  - (a) Residential customer: \$100.
  - (b) Rental customer: \$200.
  - (c) Commercial and industrial customer: Nonresidential customers will pay two times the highest bill for the service location during the previous 12 months when the location was occupied by previous owner or tenant.
- (2) Such deposit shall be subject to appropriation by the City of Las Vegas for purposes of applying the same or as much thereof as may be necessary to the payment of delinquent water service accounts or charges due by the City.
- (3) Upon completion of a twelve-month period in which each water service bill, during such period was paid in full prior to the delinquent date, then the deposit will either be refunded or credited the customer account.
- (4) The City Manager may waive or defer a water deposit if a complete investigation has revealed:
  - (a) That the person requesting such waiver or deferral has been a residential customer whose account has not been delinquent in the past; or
  - (b) That such customer for some reasonable cause cannot financially pay the full amount of the deposit in which case City Manager may defer the deposit for a period not to exceed three months; or
  - (c) That the customer has been a long-standing business person in the community and that such customer's business has not had a delinquent utility account within the last two years; or
  - (d) That such customer, if a rental customer, has established his service history at other locations for a period of at least two years and has not been delinquent during this period; or
  - (e) That a residential customer who has not been delinquent within the last two years is willing to place the rental customer's account under such residential customer's name; or
  - (f) That such customer has transferred service from one location in the water system to another if such customer's account has not been more than 60 days past due more than one time in the past year before such transfer.
- (5) Refunds.
  - (a) Current customers. Each March, no earlier than the 10th of the month, customers who have water deposits will be evaluated as to eligibility for a deposit refund or credit to account.
  - (b) Criteria for refund or credit of the deposit amount:
    - [1] Individual or business must have been a customer on the City water system for the past 12 consecutive months minimum.
    - [2] Customer must have no delinquent accounts with the City utility service as of March 10.
- (6) Change in service location. Customers transferring service from one location in the water system to another and who have had the deposit refunded as per Subsection **C(3)** will not be required to place a deposit for the new service location.



- (7) Change in deposit amount. Based on experience in the operation of the system, the deposit may be raised or lowered from time to time by the City Council by the adoption of a resolution prescribing new rates of deposit.

D. Service charges.

- (1) A service charge of \$13.68 per hour per man with a minimum charge of \$13.68 shall be charged to the customer for any of the following:
- (a) Cut-in water service (includes cut-in as a result of delinquent payment).
  - (b) Cut-out of water service (includes cutoff as a result of a delinquent payment) or request by customer to cut off of service.
  - (c) Setting of meter (result of customer matter on existing service).
  - (d) Pulling of meter (result of customer matter).
  - (e) Processing of a request for service.
- (2) If there are reasonable grounds to believe that a meter or service has been tampered with, including unauthorized turn on of meter, unauthorized taps in the service or main lines, and unauthorized adjustment or change of meter index, the meter shall be removed and a one-hundred-dollar charge for meter removal will be assessed against the customer whose service has been tampered with, and said charge will be required to be paid prior to service again being provided to the customer at any address within the City's water service area.

E. Service connection.

- (1) Unit charges for service connections, including service line and meter setting, shall be paid by the customer to the City as follows:

Meter Size (inches)	Charge
3/4 single setting	\$460
3/4 double setting	\$560
1	\$500
2	\$1,000
4	\$6,000
6	\$8,000
8	\$15,000

- (2) Street cut and repair charges and boring costs shall be additional based upon amount of work performed as assessed by the Water Department.

F. Water utility revenue reserve balance.

- (1) The rates for water service contained in Subsections **A** and **B** include the establishment of a five-percent revenue reserve for the benefit of the Water Utility. At the end of each fiscal year, the Director shall determine the status of the water utility revenue reserve balance. The balance shall be the amounts collected through the water utility revenue reserve fee since its inception through the recently completed fiscal year minus amounts expended from the revenue reserve for the same historical time period.
- (2) In the event that the water utility revenue reserve balance exceeds 10% of the most recent past fiscal year's revenue, the City Manager may order a reduction of the rates for water service by dividing each rate by 1.05. Conversely, should the City's water utility revenue reserve balance for the most recent past fiscal year result in a balance of less than 5% of that fiscal year's revenue, the City Manager may order an increase in the rates for water service by

multiplying each rate by 1.05. The water utility revenue reserve balance shall be used solely for meeting the needs of the City's Water Utility unless diversion of water revenue reserve balance funds to some other use within the City's operations are authorized by affirmative vote of the governing body.

- G. Automatic rate adjustment. Annual automatic adjustments to the rates and charges of the Water Utility may be made through application of the Consumer Price Index (CPI-U) which is maintained by the U.S. government. Adjustments shall be authorized by the City Manager only after examination of the financial performance of the Utility during the past fiscal year.

WATER ORDINANCE #25-05  
AMENDING ORDINANCE #12-13  
SECTION 440-6 E. – WATER RATES, DEPOSITS AND SERVICE CHARGES  
AN ORDINANCE AMENDING SECTION 440-6 E. WATER RATES, DEPOSITS AND  
SERVICE CHARGES OF THE CITY OF LAS VEGAS WATER ORDINANCE

WHEREAS, the present section amends the Water rates, deposits and service charges;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 440-6 E. OF THE WATER ORDINANCE BE AMENDED AS FOLLOWS:

**E. Service connection.**

(1) Unit charges for service connections, including service line and meter setting, shall be paid by the customer to the City as follows:

**3/4" Single Setting New Service:** \$2,165.50  
**3/4" Double Setting New Service:** \$2,865.50  
**1" New Service:** \$2,444.00  
**2" New Service:** \$4,284.00  
**4" New Service:** \$9,345.50  
**6" New Service:** \$11,950.26  
**8" New Service:** \$18,000.00  
**Outside City Limits:** \$1,200.00

**Main Line Extension:** Cost per foot pending on material prices, minimum 6" water main, and fire suppression equipment every 500 feet.

(Costs based on Material Cost at the moment of Purchase)

**Water Deposits (Owner): \$100.00**

**Water Deposits (Renter): \$200.00**

(2) Street cut and repair charges and boring costs shall be additional based upon amount of work performed and assessed by the Water Department as follows:

Concrete Cut: \$30.00 a square foot  
Concrete Cost: \$240.00 a cubic yard  
Asphalt Cut: \$30.00 a square foot  
Asphalt Repair: \$150.00 a ton

**F. Water utility revenue reserve balance.**

(1) The rates for water service contained in Subsections **A** and **B** include the establishment of a five-percent revenue reserve for the benefit of the Water Utility. At the end of each fiscal year, the Director shall determine the status of the water utility revenue reserve balance. The balance

shall be the amounts collected through the water utility revenue reserve fee since its inception through the recently completed fiscal year minus amounts expended from the revenue reserve for the same historical time period.

(2) In the event that the water utility revenue reserve balance exceeds 10% of the most recent past fiscal year's revenue, the City Manager may order a reduction of the rates for water service by dividing each rate by 1.05. Conversely, should the City's water utility revenue reserve balance for the most recent past fiscal year result in a balance of less than 5% of that fiscal year's revenue, the City Manager may order an increase in the rates for water service by multiplying each rate by 1.05. The water utility revenue reserve balance shall be used solely for meeting the needs of the City's Water Utility unless diversion of water revenue reserve balance funds to some other use within the City's operations are authorized by affirmative vote of the governing body.

G. Automatic rate adjustment. Annual automatic adjustments to the rates and charges of the Water Utility may be made through application of the Consumer Price Index (CPI-U) which is maintained by the U.S. government. Adjustments shall be authorized by the City Manager only after examination of the financial performance of the Utility during the past fiscal year.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

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



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 7/30/25

**Department:** Community Development

**Item/Topic:** Request approval to award RFP 2025-25 City of Las Vegas, NM Comprehensive Master Plan to LEC Engineering, Inc. d/b/a LOI Engineering and enter into contract.

RFP 2025 was advertised in the Las Vegas Optic, Albuquerque Journal and posted on City website. There were two (2) proposals; LEC Engineering, Inc. and Sites Southwest, LLC.

**Fiscal Impact:** \$70,000.00

**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:

Reviewed By:

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

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

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

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

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

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



## **REQUEST FOR PROPOSALS**

**RFP: 2025-25**

### ***CITY OF LAS VEGAS, NM COMPREHENSIVE MASTER PLAN***

*RFP Issue Date: 3/25/2025*

**PROPOSAL DUE: April 18, 2025 at 2:00 PM**

**Submission:** 1 Original and 5 copies of Proposal

**Submission Method:** Proposals must be submitted by mail or delivered to the Clerk's Office

Cassandra Fresquez, City Clerk:  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

**Contact for Questions:**

For inquiries regarding this RFP, contact:  
Cassandra Fresquez: [cfresquez@lasvegasmn.gov](mailto:cfresquez@lasvegasmn.gov)  
(505) 454-1401  
1700 North Grand Avenue  
Las Vegas NM, 87701

## REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 pm, April 18, 2025, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

### The Development of the City of Las Vegas Master Plan

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked The Development of the City of Las Vegas Master Plan Opening No. 2025-25; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of a proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

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

\_\_\_\_\_  
Attorney

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

\_\_\_\_\_  
Morris Madrid, Finance Director

\_\_\_\_\_  
Dominic Chavez, Purchasing Officer

Opening No. 2025-25

Date Issued: March 25, 2025

Published: Las Vegas Optic March 28, 2025

Albuquerque Journal March 28, 2025

www.lasvegasnm.gov March 26, 2025



**OFFEROR INFORMATION**

OFFEROR:  
AUTHORIZED AGENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER ( ) \_\_\_\_\_  
FAX NUMBER ( ) \_\_\_\_\_  
DELIVERY: \_\_\_\_\_

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

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

SERVICE (S): The Development of the City of Las Vegas Master Plan  
THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS  
AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

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

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

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

\_\_\_\_\_  
Signature

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

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_

**AWARDED PROPOSAL:**

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

**TIMETABLE:**

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: \_\_\_\_\_, 2025; \_\_\_\_\_ pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices.

Awarding of proposal is projected for TBD, 2025. The successful offeror will be notified by mail.

**ENVELOPES:**

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

**COPIES:**

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

**LABELS:**

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

**BRIBERY AND KICK-BACK:**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**RESPONSIBILITY OF OFFEROR:**

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

**NON-COLLUSION:**

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

**CLARIFICATION OF PROPOSAL:**

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the **Department** involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the **Finance Department**. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "**ADDENDUM**" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

**MODIFICATION OR WITHDRAWAL OF PROPOSAL:**

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but **may not** be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their **Certificate Number** (issued by N.M. State Purchasing); with their proposal on the "**OFFEROR INFORMATION/AFFIDAVIT**" form.

**APPLICATION OF PREFERENCE:**

**FEDERAL TAX IDENTIFICATION NUMBER:**

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

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

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

**NEW MEXICO TAX IDENTIFICATION NUMBER:**

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

**SPECIAL NOTICE:**

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

**NEGOTIATION:**

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

**CONTRACT:**

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

**TAXES:**

Bidder must pay all applicable taxes.

**NOTE:**

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

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

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

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

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

The following definitions apply:

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

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

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

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

**"Prospective contractor"** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed

proposal because that person or business qualifies for a sole source or small purchase contract.

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By:

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

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

Amount(s) of Contribution(s)

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

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

**--OR--**

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

Signature

Date

Title (Position)



## REQUEST FOR PROPOSALS

### The Development of the City of Las Vegas Master Plan

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

Proposal Due Date: \_\_\_\_\_

#### Section I: Introduction and Background

The City of Las Vegas, New Mexico (the "City") is seeking proposals from qualified consulting firms or teams (the "Proposer") to develop a comprehensive City Master Plan (the "Master Plan"). This Master Plan will serve as a long-range vision and policy guide for the physical, economic, social, and environmental development of the City over the next 5-10 years.

Las Vegas, New Mexico, located in the foothills of the Rocky Mountains, covers roughly 7.82 square miles. According to the 2020 census, the city's population was 13,216. Although a 2025 estimate isn't yet available, data from July 2023 showed a slight decrease to 12,905 residents, suggesting a modest downward trend.

Las Vegas, NM, relies on major industries such as healthcare and social assistance, educational services, and public administration. The city also has a strong historical connection to tourism, supported by its well-preserved architecture and location along the Santa Fe Trail. However, available data suggests that tourism has a smaller economic impact compared to these other sectors.

Las Vegas, NM, is a city rich in history and distinctive features. With over 900 buildings listed on the National Register of Historic Places, it showcases diverse architectural styles reflecting its past as a key stop on the Santa Fe Trail and a thriving railroad town. Its heritage is preserved in historic districts such as the Plaza, Railroad District, and Douglas/6th Street. Surrounded by the scenic landscapes of the Santa Fe National Forest, the city also offers abundant outdoor recreation. Additionally, Las Vegas is home to the prestigious Armand Hammer United World College, an internationally recognized high school.

Adopted in 2020, the current Comprehensive Master Plan provides valuable guidance, but the City acknowledges the need for a thorough update to reflect changing demographics, economic trends, environmental challenges, technological advancements, and community goals.

#### Section II: Project Goals and Objectives

The primary objective of this project is to develop a forward-thinking yet practical Master Plan that will:

- Define a clear and cohesive long-term vision for the City's future.
- Establish a policy framework to guide decisions on land use, transportation, housing, economic development, parks and recreation, infrastructure, sustainability, and community facilities.
- Reflect the diverse needs and aspirations of residents, businesses, and stakeholders.
- Promote sustainable and resilient growth and development.
- Enhance the overall quality of life for all residents.
- Serve as a foundation for future zoning ordinances, capital improvement plans, and other implementation tools.
- Strengthen intergovernmental coordination and collaboration.

The Master Plan process aims to achieve the following objectives:

- Conduct a comprehensive analysis of existing conditions and trends.
- Engage the community in an inclusive and meaningful way throughout the planning process.
- Identify key challenges and opportunities facing the City.
- Develop clear goals, objectives, policies, and strategies for each component of the Master Plan.
- Create a cohesive and integrated land use plan.
- Recommend transportation and infrastructure improvements.
- Address housing needs and promote diverse housing options.
- Develop strategies to support economic growth and job creation.
- Identify opportunities for parks, recreation, and open space preservation.
- Incorporate sustainability principles and environmental stewardship.
- Establish an implementation plan with clear actions, timelines, and responsible parties.
- Define measurable performance indicators to track progress.

### **Section III: Scope of Services**

The selected Proposer shall provide comprehensive professional planning services to develop the City's Master Plan. The scope of services shall include, but is not limited to, the following tasks:

#### **Project Initiation and Management**

- Attend a project kickoff meeting.
- Develop a detailed project work plan and timeline.
- Provide regular progress reports to the City.
- Participate in ongoing project management meetings.
- Effectively manage the project budget.

#### **Existing Conditions Analysis**

- Collect and analyze data on demographics, the economy, land use, transportation, housing, infrastructure, environmental resources, community facilities, and other relevant factors.
- Review existing plans, studies, and regulations.
- Identify key trends, challenges, and opportunities.

#### **Community Engagement and Stakeholder Consultation**

- Develop and implement a comprehensive public participation plan using diverse engagement methods (e.g., surveys, workshops, public meetings, online platforms) to reach all community segments.
- Facilitate meetings and workshops with residents, businesses, community organizations, and stakeholders.
- Conduct interviews with key community leaders and officials.
- Present findings and draft recommendations to the public and City Council.
- Incorporate public feedback into the Master Plan development.

#### **Visioning and Goal Setting**

- Lead a collaborative process to establish a shared community vision for the future.
- Define clear goals, objectives, and guiding principles for the Master Plan.

#### **Master Plan Element Development**

Develop comprehensive and integrated plan elements, including but not limited to:

- **Land Use:** Future land use map, policies for land use categories, density and intensity guidelines, mixed-use development, and infill strategies.
- **Transportation:** A multi-modal transportation plan addressing streets, sidewalks, bicycle infrastructure, public transit (if applicable), and parking.
- **Housing:** Strategies to address housing needs, affordability, diversity, and quality.
- **Economic Development:** Initiatives to attract and retain businesses, promote job creation, and diversify the local economy.
- **Parks, Recreation, and Open Space:** Inventory of existing facilities, needs assessment, and recommendations for future acquisition, development, and preservation.
- **Infrastructure:** Evaluate existing infrastructure systems (water, sewer, storm water, energy, and communications) and provide recommendations for future improvements and expansion.
- **Sustainability and Environmental Resources:** Develop policies and strategies to promote environmental stewardship, resource conservation, and climate resilience.
- **Community Facilities and Services:** Assess current facilities, including schools, libraries, and public safety services, and propose recommendations to meet future needs.
- **[Optional: Additional Elements]:** Incorporate other relevant elements based on the City's priorities, such as Arts and Culture, Historic Preservation, or Public Health.

### **Implementation Plan**

- Develop a detailed implementation strategy outlining specific actions, responsible entities, timelines, and potential funding sources to achieve the Master Plan's goals.
- Identify necessary updates to zoning ordinances, subdivision regulations, and other policies.
- Establish a framework for ongoing monitoring and evaluation of the Master Plan's progress.

### **Master Plan Document and Presentation**

- Prepare a clear, concise, and visually engaging Master Plan document in both print and digital formats.
- Develop executive summaries and supporting materials for broader accessibility.
- Present the draft and final Master Plan to the Planning Commission, City Council, and the public.

## **Section IV: Proposal Requirements**

Interested Proposers must submit a comprehensive proposal organized in the following order:

### **1. Transmittal Letter**

- A cover letter signed by an authorized representative, including the firm's name, address, phone number, email, and the contact details of the project manager.
- A brief statement expressing interest in the project and highlighting key qualifications.

### **2. Firm Qualifications and Experience**

- Overview of the firm's history, size, structure, and areas of expertise.
- Description of experience in developing comprehensive master plans for municipalities of similar size and complexity, preferably in New Mexico or the Southwest.
- At least three (3) relevant project examples completed in the last five (5) years, including:

- Project descriptions, client contacts (name, title, phone, email), project budget, and the firm's specific role.
- Demonstrated experience in community engagement and public participation.
- Any expertise relevant to the City of [City Name] (e.g., [mention specific local challenges or opportunities]).

### **3. Project Team and Qualifications**

- Identification of the proposed project manager and key team members, outlining their roles and responsibilities.
- Resumes for key personnel detailing relevant education, experience, and certifications.
- Estimated percentage of time each team member will dedicate to the project.
- Qualifications and roles of any proposed sub-consultants.

### **4. Understanding of the Project and Approach**

- Demonstration of understanding of the City's needs, goals, and objectives as outlined in the RFP.
- A detailed narrative describing the Proposer's approach, including:
  - A work plan with key tasks, deliverables, and timelines.
  - A comprehensive community engagement strategy.
  - A proposed structure and content outline for the Master Plan document.
  - Any innovative methodologies or techniques the Proposer intends to use.

### **5. Project Schedule**

- A proposed timeline detailing key milestones and deliverables, aligned with the City's desired completion timeframe (approximately [Specify timeframe]).

### **6. Fee Proposal**

- A detailed cost breakdown for each task outlined in the Scope of Services.
- Indication of whether fees are fixed, hourly, or a combination, with a schedule of hourly rates for team members if applicable.
- Identification of any reimbursable expenses and the City's responsibility for such costs.
- Total proposed project cost.

### **7. References**

- Contact information for at least three (3) professional references from past clients for similar services within the last five (5) years.

### **8. Additional Information (Optional)**

- Any other relevant details the Proposer believes will strengthen their proposal.

## **Section V: Evaluation Criteria**

Proposals will be evaluated based on the following criteria, with the corresponding point allocations:

- **Firm Qualifications and Experience (25 Points):** Demonstrated expertise in developing comprehensive master plans for similar municipalities, relevant project examples, and overall firm capabilities.

- **Project Team and Qualifications (25 Points):** Experience and expertise of the proposed project manager and key team members, clarity of roles and responsibilities, and proficiency in relevant planning disciplines.
- **Understanding of the Project and Approach (25 Points):** Depth of understanding of the City's needs and objectives, clarity and feasibility of the proposed methodology, effectiveness of the community engagement strategy, and use of innovative approaches.
- **Project Schedule (10 Points):** A realistic and achievable timeline that aligns with the City's desired timeframe.
- **Fee Proposal (15 Points):** Competitiveness and reasonableness of the proposed fees and cost structure.

The City reserves the right to interview shortlisted proposers before making a final selection.

## **Section VI: Proposal Submission**

**Submission Deadline:** \_\_\_\_\_

**Submission:** 1 Original and 5 copies of Proposal

**Submission Method:** Proposals must be submitted by mail or delivered to the Clerk's Office

Cassandra Fresquez, City Clerk:  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

### **Contact for Questions:**

For inquiries regarding this RFP, contact:

Cassandra Fresquez: [cfresquez@lasvegasm.gov](mailto:cfresquez@lasvegasm.gov)  
(505) 454-1401  
1700 North Grand Avenue  
Las Vegas NM, 87701

## **Section VII: Contract Terms and Conditions**

1. The City reserves the right to reject any or all proposals and to waive any irregularities in the process.
2. The selected contractor will be required to enter into a formal agreement with the City and comply with all applicable local, state, and federal regulations.
3. Work must be completed within the timelines specified by the City.

**By submitting a proposal, the contractor agrees to the terms outlined in this RFP.**

Thank you for your interest in working with the City of Las Vegas

## EVALUATION SHEET

### Offerors:

Proposal must address each of the following criteria to receive points.

RATING SHEET FOR (APPLICANT NAME):		
<i>ITEM</i>	<i>POSSIBLE POINTS</i>	<i>POINTS AWARDED</i>
Firm Qualifications and Experience	25	
Project Team and Qualifications	25	
Understanding of the Project and Approach	25	
Project Schedule	10	
Fee Proposal	15	
<b>SUBTOTAL PROPOSALS FOR SCOPE OF SERVICES</b>	<b>100</b>	





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

**Meeting Date:** August 13, 2025

**Date Submitted:** 7/18/25

**Department:** Public Works

Item Topic: Award and enter into contract for RFP # 2025-32, Engineering and Construction Services to Stantec Consulting Services, Miller Engineering and Parametrix.

*Advertised: June 20, 2025 Las Vegas Optic, Albuquerque Journal and the City website.*

*Bid Opening: July 11, 2025*

*Number of Bidders: 5*  
*Stantec Consulting Services*  
*Miller Engineering*  
*Parametrix*  
*Lee Engineering*  
*SMA*

Fiscal Impact: None

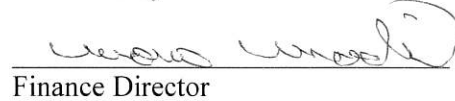
Attachments: RFP 2025-32, bid opening form, scoring matrix, and agreements.

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

Approved for submittal by:

Reviewed by:

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

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

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

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

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

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

**Exhibit 3-C**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**DESIGN PROFESSIONAL SERVICES**

RFP No. 2025-32

Packet No. \_\_\_\_\_



Project Name	<u>On Call for Street and Drainage Improvements</u>
Contracting Agency	<u>City of Las Vegas</u>
Address	<u>1700 North Grand Ave</u>
	<u>Las Vegas, NM 87701</u>
Telephone	<u>(505) 454-1401</u>
Date	<u>06/04/2025</u>
Procurement Manager	<u>Dominic Chavez</u>

This form was prepared by the Local Government Division, Department of Finance and Administration, and is endorsed by the Professional Technical Advisory Board [composed of the Consulting Engineers Council of New Mexico, New Mexico Society of Professional Engineers, the American Institute of Architects of New Mexico, the New Mexico Society of Surveyors and Mappers, and the New Mexico Society of Landscape Architects].

## NOTICE OF REQUEST FOR PROPOSALS

Qualifications-based competitive sealed proposals for design professional services will be received by the Contracting Agency, City of Las Vegas

for RFP No. 2025-32.

The Contracting Agency is requesting proposals for professional

- ☐ architectural services <sup>1</sup>  
☒ surveying services <sup>2</sup>  
☐ planning services

- ☒ engineering services <sup>1</sup>  
☐ landscape architectural services <sup>2</sup>

For: (insert Project Name and Location):

On Call Street and Drainage Improvements

Project No.                     . Proposals will be received at 1700 North Grand Ave

Las Vegas, NM 87701

until July 11, 2025 at 2:00 p.m.

Copies of the Request for Proposals can be obtained in person at the office of: City Clerk at

1700 North Grand Ave. Las Vegas, NM 87701

or will be mailed upon written or telephone request to                                      at                                     

A Pre-Proposal Conference ☐ will ☒ will not be held on                                     

20 25 at N/A <a.m. or p.m.>

PURCHASING AGENT:

Dominic Chavez

Date: 06/03/2025

[For Contracting Agency Use Only]

Newspaper:	<u>Las Vegas Optic</u>	Publish:	<u>June 20, 2025</u>	P.O. No.	<u>251127</u>
Newspaper:	<u>Albuquerque Journal</u>	Publish:	<u>June 20, 2025</u>	P.O. No.	<u>251138</u>
Newspaper:	<u>City Website</u>	Publish:	<u>June 20, 2025</u>	P.O. No.	<u>N/A</u>

[Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of proposals (§13-1-113 NMSA 1978) and published in a newspaper of general circulation in the area.]

<sup>1</sup> RFP required if over \$50,000 in basic design fees excluding taxes or as prescribed by local regulation.

<sup>2</sup> RFP required if over \$10,000 in basic design fees excluding taxes or as prescribed by local regulation.

## 1. PROJECT DESCRIPTION (as defined by Exhibit "1-A")

The City of Las Vegas, located in San Miguel County, NM, is soliciting proposals for professional engineering, administrative, and other services (2. Scope of Work) for a term not to exceed four (4) years. The projects will focus on but are not limited to street, roadway, drainage, roadway reconstruction, paving, surface, curb and gutter replacement, ADA and safety, utilities, storm water, sidewalks, and lighting for the Public Works Department.

The project(s) may be executed in a single phase or multiple phases, depending upon the availability of funds. Specific projects include, but are not limited to:

1. Hot Springs Blvd
2. Valencia Street
3. N. Gonzales Street
4. National Street
5. Keen St,
6. Kavanaugh St,
7. Lori Ln,

Financial assistance for the City of Las Vegas may include but is not limited to Community Development Block Grant (CDBG), New Mexico Department of Transportation (NMDOT), Congressional Direct Spending, capital outlay, etc.

Preference and Work to Be Done in New Mexico will not be part of the evaluation criteria on this RFP.  
(Not allowed for federally funded projects).

## 2. SCOPE OF WORK

The Offeror shall perform the following professional services:

### 2.1 Provide standard **Basic Design Services**, consisting of:

#### Architects/Landscape Architects

- ☐ Programming Phase
- ☐ Schematic Phase
- ☐ Design Development Phase
- ☐ Construction Documents Phase
- ☐ Bidding and Negotiations Phase
- ☐ Construction Administration Phase
- ☐ Post-Construction Phase

#### Surveyors

- ☒ Property Boundary Survey
- ☒ Topographic Survey
- ☒ Easement Survey
- ☒ Right-of-Way Survey
- ☒ Inspection Report

#### Additional Services

- ☒ Environmental Documentation
- ☒ Permitting
- ☒ Grant Administration
- ☒ Right-of-Way Acquisition

#### Engineers

- ☒ Study and Report Phase
- ☒ Preliminary Design Phase
- ☒ Final Design Phase
- ☒ Bidding and Negotiations Phase
- ☒ Construction Phase
- ☒ Operational Phase

#### Planning Studies

- ☐ Comprehensive Plan
- ☐ Strategic (i.e. issue specific) Plan
- ☐ Mapping and/or Zoning
- ☐ Other Planning Tasks

2.2 ☐ Periodic or ☒ Full-time on-site observation during construction.

2.3 Other (list):

None

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITIONS AND TERMS

1.1 **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the Request for Proposals. Plural: Addenda.

1.2 **Consultant:** means the Successful Offeror awarded the Agreement/Contract.

1.3 **Determination:** means the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).

1.4 **Offeror:** means any person, corporation, or partnership legally licensed to provide design professional services in this state, who chooses to submit a proposal in response to this Request for Proposals.

1.5 **Procurement Manager:** means the person or designee authorized by the Contracting Agency to manage or administer a procurement requiring the evaluation of proposals.

1.6 **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (§13-1-81 NMSA 1978).

1.7 **Responsible Offeror or Proposer:** means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (§13-1-83 NMSA 1978).

1.8 **Responsive Offer or Proposal:** means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

1.9 The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor. Failure to comply with a mandatory item or factor

will result in the rejection of the offeror's proposal.

1.10 The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

### 2. REQUEST FOR PROPOSAL DOCUMENTS

#### 2.1 COPIES OF REQUEST FOR PROPOSALS

A. A complete set of the Request for Proposals may be obtained from the Contracting Agency (unless another issuing office is designated in the RFP).

B. A complete set of the Request for Proposals shall be used in preparing proposals; the Contracting Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

C. The Contracting Agency in making copies of Request for Proposals available on the above terms, does so only for the purpose of obtaining proposals on the Project and does not confer a license or grant for any other use.

D. A copy of the RFP shall be made available for public inspection and shall be posted at the Administration Building of the Contracting Agency.

#### 2.2 INTERPRETATIONS

A. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Procurement Manager of the Contracting Agency in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Contracting Agency as having received the Request for Proposals. Questions received less than five days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Offerors should promptly notify the Contracting Agency of any ambiguity, inconsistency, or error which they may discover upon examination of the Request for Proposals.

#### 2.3 ADDENDA

A. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered



to all who are known by the Contracting Agency to have received a complete set of Request for Proposals.

B. Copies of Addenda will be made available for inspection wherever Request for Proposals are on file for that purpose.

C. No Addenda will be issued later than 5 days prior to the date for receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

D. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter.

### 3. PROPOSAL SUBMITTAL PROCEDURES

#### 3.1 NUMBER, FORM AND STYLE OF PROPOSALS

A. Offerors shall provide 5 copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.

B. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin;

C. A maximum of 10 pages, including title, index, etc., not including front and back covers and divider pages.

D. The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal, if any;
- 2) Response to Specialized Design and Technical Competence;
- 3) Response to Capacity and Capability;
- 4) Response to Past Record of Performance;
- 5) Response to Familiarity with the Contracting Agency;
- 6) Response to Work to be done in New Mexico [cannot to be used for federally funded projects];
- 7) Response to Current Volume of Work with the Contracting Agency not 75% Complete;

- 8) List of Subconsultants;
- 9) Campaign Contribution Disclosure form; and
- 10) Other supporting or resource material.

E. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

F. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that states that the entire proposal is kept confidential will not be acceptable. Only matters which clearly are of a confidential nature will be considered.

G. Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

#### 3.2 SUBCONSULTANTS

A. The Offeror shall list and state the qualifications for each Subconsultant the Offeror proposes to use for all subcontracted Work.

B. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

#### 3.3 PREQUALIFICATION PROCESS

A business may be prequalified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses ( §13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

#### 3.4 DEBARRED OR SUSPENDED CONTRACTORS

A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-77 through §13-1-180, and § 13-4-11 through §13-4-17 NMSA 1978,

as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

### 3.5 SUBMITTAL OF PROPOSALS

A. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Offeror and accompanied by the documents listed in the Request for Proposals.

B. The envelope shall be addressed to the Purchasing Agent/Procurement Officer of the Contracting Agency. The following information shall be provided on the front lower left corner of the Bid envelope: Project Title, Project N<sup>o</sup>, Request for Proposals number, date of opening, and time of opening. If the Proposal is sent by mail, the sealed envelope shall have the notation "**SEALED PROPOSAL ENCLOSED**" on the face thereof.

C. Proposals received after the date and time for receipt of Proposals will be returned unopened.

D. The Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or his designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

E. After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, the names and addresses of the required witnesses and such other information as may be specified by the Purchasing Agent.

F. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

### 3.6 CORRECTION OR WITHDRAWAL OF PROPOSALS

A. A Proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the

Request for Proposals as the place where Proposals are to be received.

B. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals.

### 3.7 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

A. In submitting this proposal, the Offeror represents that the Offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of these Request for Proposals.

B. Laws and Regulations. The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

### 3.8 REJECTION OR CANCELLATION OF PROPOSALS

This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefor shall be made part of the project file (§13-1-131 NMSA 1978).

## 4. CONSIDERATION OF PROPOSALS

### 4.1 RECEIPT, OPENING AND RECORDING

A. Proposals received on time will be opened publicly or in the presence of one or more witnesses and the name of the Offeror and address will be read aloud.

B. The names of all businesses submitting proposals and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

### 4.2 PROPOSAL EVALUATION

A. Proposals shall be evaluated on the basis of



demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

- 1) Acceptable,
- 2) Potentially acceptable, that is, reasonably assured of being made acceptable, or
- 3) Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly).

B. The Contracting Agency shall have the right to waive technical irregularities in the form of the Proposal of the Offeror which do not alter the quality or quantity of the services (§131-132 NMSA 1978).

C. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror, a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/ Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§13-1-120 NMSA 1978).

D. Selection Process: (§13-1-120 NMSA 1978)

1) The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the Contracting Agency. The committee shall evaluate statements of qualifications and performance data submitted by at least three businesses in regard to the particular project and may conduct interviews with and may require public presentation by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.

2) If fewer than three businesses have submitted a statement of qualifications for a particular project, the committee may: a) rank in order of qualifications and submit to the local governing body for award those businesses which have submitted a statement of qualifications; or b) recommend termination of the selection process and sending out of new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

#### 4.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

A. The Contracting Agency's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the designee shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

B. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.

C. The designee shall then undertake negotiations with the third most qualified business.

D. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

E. The Contracting Agency shall publicly announce the business selected for award.

#### 4.4 NOTICE OF AWARD

After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Proposal and related documents by the Contracting Agency with reasonable promptness (§ 13-1-100 and §13-1-108 NMSA 1978).

#### 5. POST-PROPOSAL INFORMATION

##### 5.1 PROTESTS

A. Any Offeror who is aggrieved in connection with a solicitation or award of a Agreement may protest to the Contracting Agency's Purchasing Agent and the Chief Administrator/Clerk in accordance with the requirements of the Contracting Agency's Procurement

Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

B. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978).

C. The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

D. The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

1) state the reasons for the action taken;  
and

2) inform the protestant of the right to judicial review of the determination pursuant to §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

## 5.2 EXECUTION AND APPROVAL OF AGREEMENT

The Agreement shall be signed by the Successful Offeror and returned within an agreed upon time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all of the parties thereto.

## 5.3 NOTICE TO PROCEED

The Contracting Agency will issue a written Notice to Proceed to the Consultant.

## 5.4 OFFEROR'S QUALIFICATION STATEMENT

Offeror to whom award of a Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Request for Proposals ( §13-1-82 NMSA 1978)

## 6. CAMPAIGN CONTRIBUTION DISCLOSURE AND PROHIBITION ( §13-1-112 NMSA 1978)

6.1 A prospective contractor subject to the provisions of §13-1-191.1 NMSA 1978 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 (governing body) of the Grantee 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) over the two-year period. See Exhibit A – Campaign Contribution Disclosure Form.

6.2 The form shall be filed with the Grantee as part of the competitive sealed proposal, or in the case of a sole source or small purchase contract, on the date on which the contractor signs the contract.

6.3 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.

6.4 A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing or 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.

6.5 A solicitation or proposed award for a proposed contract may be canceled pursuant to §13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to §13-1-181 NMSA

1978 if:

A. A prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or

B. 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.

6.6 As used in this section:

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

B. *Family member* means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law;

C. *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;

D. *Prospective contractor* means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code, §13-1-28 NMSA 1978, or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or small purchase contract; and

E. *Representative of the 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.

## 7. OTHER INSTRUCTIONS TO OFFERORS

(If none, write none)

Attached Exhibit 3-B Contract for Administrative Services and Exhibit 3-D Agreement between Owner and Engineer will be used for this project.

## GENERAL TERMS AND CONDITIONS

### 1. GOVERNING LAW

The Agreement shall be governed exclusively by the laws of the state of New Mexico as the same from time to time exist.

### 2. INDEPENDENT CONTRACTORS

The Consultant (design professionals) and his agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to employees of the Contracting Agency as a result of the Agreement.

### 3. BRIBES, GRATUITIES AND KICK-BACKS

Pursuant to §3-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2, and §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, §13-1-28 through §13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation

### 4. STANDARD FORM OF AGREEMENT BETWEEN CONTRACTING AGENCY AND CONSULTANT (Design Professional)

The form of agreement required by the funding agency or issued by the Contracting Agency will be used for this project. Copies are available and may be reviewed upon request.

### 5. FEES

A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected. Construction Observation will be calculated on a Payroll Cost times a multiplier<sup>3</sup>. Additional Services will be calculated on a Payroll Cost times a multiplier<sup>3</sup>. [Note: <sup>3</sup> or as appropriate or agreed upon]

### 6. FUNDING

This solicitation is subject to the availability of funds to accomplish the work.

### 7. DESIGN PROFESSIONAL REGISTRATION

All work shall be under the direction of the applicable design professional legally licensed and registered by the state.

### 8. PROFESSIONAL LIABILITY INSURANCE

The Offeror ☒ will ☐ will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be ☐ \$250,000, ☐ \$500,000, ☒ \$1,000,000.

### ***Note to Owner regarding Evaluation Criteria***

The Request for Proposal must include each of the following evaluation criteria\* as required by statute (13-1-120.B NMSA 1978). Each proposal submitted must address the required evaluation criteria. Based on the complexity of the project, the owner may add additional items of concern. The Owner must include a weight factor with each of the evaluation criteria to communicate to the Offerors the relative importance of each.

#### **EVALUATION CRITERIA:**

**1. Specialized Design and Technical Competence\***

Specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

**2. Capacity and Capability\***

Capacity and capability of the business to perform the work, including any specialized services, within the time frame

**3. Past Record of Performance\***

Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.

**4. Familiarity with the Contracting Agency\***

Proximity to or familiarity with the area in which the project is located.

**5. Work to be Done in New Mexico\***

The amount of design work that will be produced by a New Mexico business within this state. Note that this criteria is not allowed for federally funded projects.

**6. Current Volume of Work with the Contracting Agency not 75% Complete\***

The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to basic professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.

Firm should indicate the volume of work they currently have underway with the Contracting Agency that is less than 75 percent complete. The purpose of this criteria is to help distribute projects among qualified firms. An example of how points can be assigned is provided below:

Value of work not yet completed on projects that are not 75% Complete	(Example) Points to be allowed for this item
None	10
\$1 to \$ 25,000	8
25,001 to 50,000	7
50,001 to 75,000	5
75,001 to 100,000	4
100,001 or more	0

**7. Other Contracting Agency Criteria**

The Owner may add additional elements of interest, such as ability to conduct public meetings, and assign points according to importance. Note: Price **cannot** be a factor.

**The evaluation criteria listed on pages 11 and 12 may be modified to fit the Owner's needs. Insert N/A if not applicable or not used in this evaluation.**



## EVALUATION CRITERIA

### Criteria and Point Values

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed.  
[Note: Price **cannot** be a factor]

#### RATING SHEET FOR:

Applicant \_\_\_\_\_

	Possible Points	Points this RFP
<b>PLANNING &amp; DESIGN SERVICES</b>		
1. Specialized Design and Technical Competence*	[30]	_____
2. Capacity and Capability*	[25]	_____
3. Past Record of Performance*	[20]	_____
4. Familiarity with the Contracting Agency*	[10]	_____
5. Work to be Done in New Mexico*		
<input checked="" type="checkbox"/> This criteria is not allowed for federally funded projects.	[0]	0
6. Current Volume of Work with the Contracting Agency not 75% Complete *	[10]	_____
7. Other		_____
<b>SUBTOTAL PLANNING &amp; DESIGN SERVICES</b>	[95]	_____

*\*Items required by statute (13-1-120.B NMSA 1978)*

**RATING SHEET FOR:**

**Applicant** \_\_\_\_\_

	<u>Possible Points</u>	<u>Points this RFP</u>
<b>CONSTRUCTION SERVICES</b>		
1. Specialized construction management experience.	[20]	_____
2. Specialized experience with start up assistance to the Owner of new facilities.	[15]	_____
3. Capacity and capability of the consultant to perform the work within the Owner's timeframe.	[15]	_____
4. History of past performance on the three similar projects itemized in PLANNING & DESIGN SERVICES in Item Number 1, including the record of bid amount versus final close out contract amount.	[10]	_____
5. History of claims on three similar construction projects and their resolution. The consultant should detail their claims avoidance approach and construction management philosophy.	[10]	_____
6. Other		_____
7. Other		_____
<b>SUBTOTAL CONSTRUCTION SERVICES</b>	[70]	_____
<b>TOTAL SCORE</b>	[170]	_____



**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either 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.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“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.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

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

(The above fields are unlimited in size)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

CITY OF LAS VEGAS  
BID OPENING

DATE: 11-Jul-25

OPENING NO.: 2025-32

TIME: 2:00 PM


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

ITEM(S):

	RECEIVED FROM:	AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
1	SMA					✓
2	Stantec					✓
3	Lee Engineering					✓
4	parametrix					✓
5	Miller Engineering					✓
6						
7						
8						

COMPANY REPRESENTATIVE

COMPANY NAME

1		CLV Finance
2	Arnold Lopez	CLV Public Works
3	Arnold Lopez	CLV PUBLIC WORKS
4		
5		
6		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

SUBMITTED BY:

DATE: 7-11-25

DATE: 7/11/25



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/1/25

**Department:** City Clerk

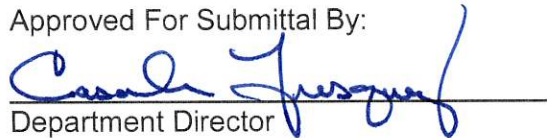
**Item/Topic:** Request appointment of Voting Delegate and Alternate for the 2025 Annual Conference in Ruidoso, NM. Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting.

**Fiscal Impact:**

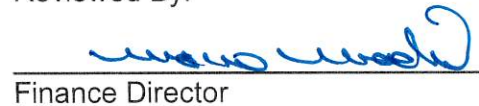
**Attachments:**

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

Approved For Submittal By:

  
Department Director

Reviewed By:

  
Finance Director

  
City Manager

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

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

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



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/1/25

**Department:** Executive

**Item:** Request approval of Memorandum of Understanding (MOU) between the City of Las Vegas and Amistad Y Resolana.

The purpose of this MOU is to establish a mutual understanding for the use of the area beneath Bridge 7893-I-25 and NM 104 for the delivery of public recovery services that cannot be accommodated on Amistad-owned property.

**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

  
Finance Director

  
City Manager

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

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

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



# MEMORANDUM OF UNDERSTANDING (MOU)

**Between Amistad Y Resolana and the City of Las Vegas, New Mexico  
Regarding the Use of Property Beneath Bridge 7893-I-25 and NM 104**

---

This Memorandum of Understanding ("MOU") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**Amistad Y Resolana**, a recovery and support service organization located in Las Vegas, New Mexico (hereinafter referred to as "Amistad"),  
and  
**The City of Las Vegas, New Mexico** (hereinafter referred to as "the City").

---

## I. Purpose

The purpose of this MOU is to establish a mutual understanding between Amistad and the City regarding the use of the area beneath Bridge 7893-I-25 and NM 104 (hereinafter referred to as "the Property") for the delivery of public recovery services that cannot be accommodated on Amistad-owned property.

---

## II. Use of Property

1. Amistad may use the Property to provide recovery-related services, including but not limited to outreach, support meetings, mobile services, and other public-facing recovery initiatives.
2. All services conducted at the Property shall:
  - a. Comply with applicable City ordinances, state laws, and required permits.
  - b. Be conducted in a manner that does not obstruct or interfere with public safety, accessibility, or the general public's ability to use the area.
  - c. Avoid any obstruction or interference with the bridge infrastructure, its integrity, or NMDOT access for maintenance, inspections, or emergency repairs.
3. Amistad further agrees that:
  - a. No materials, structures, or items will be left on the Property that might block, damage, or restrict access to the bridge or its surroundings.
  - b. No items of value or those posing a safety or sensitivity concern will be left unattended. Amistad acknowledges that any such items left behind may be subject to

theft, loss, or removal, and that neither the City nor NMDOT assumes liability for such losses.

4. The Property shall remain accessible to the public and shall not be used for private, exclusive, or restricted purposes.
5. The Property shall not be used for any commercial or profit-generating purposes. Amistad agrees not to conduct any sales, business ventures, or revenue-generating activities on the site.
6. **Hours of Operation**  
Use of the Property by Amistad shall be limited to the hours of **7:00 AM to 10:00 PM daily**, unless otherwise agreed upon in writing by both parties. Activities outside of these hours are not permitted without prior written approval from the City.

---

### **III. Insurance and Liability**

Amistad shall:

- Maintain current and adequate general liability insurance coverage for all activities conducted at the Property.
- Provide proof of insurance to the City upon request.
- Assume responsibility for any risk or injury arising from its activities under this MOU, to the extent permitted by law.

---

### **IV. Responsibilities**

**Amistad Recovery Center shall:**

- Conduct services responsibly and respectfully with regard to public use and safety.
- Ensure the Property is kept clean and orderly after each use.
- Comply with all applicable regulations and coordinate with City staff as necessary.
- Avoid any interference with NMDOT operations or public infrastructure.

**The City of Las Vegas shall:**

- Acknowledge Amistad's non-exclusive use of the Property for the purposes described.
- Cooperate in good faith to support Amistad's ability to offer public recovery services.

---

### **V. Term and Termination**



This MOU shall remain in effect until terminated by either party. Either party may terminate this MOU with thirty (30) days' written notice to the other. This MOU may also be terminated at any time by mutual written agreement of both parties.

---

## **VI. General Provisions**

1. This MOU represents a mutual understanding between the parties and does not create binding legal obligations.
  2. This MOU does not establish a partnership, joint venture, or agency relationship.
  3. Any amendments to this MOU must be in writing and signed by authorized representatives of both parties.
- 

## **VII. Fee and In-Kind Contribution**

Amistad agrees to provide in-kind services in lieu of a monetary fee for the use of the Property. The total value of the in-kind contribution shall be **\$1500** annually.

These in-kind services shall include:

- Regular maintenance and removal of **weeds and trash** from the Property.
- **Cleanup of graffiti**, if necessary, on or around the Property.

Amistad agrees to coordinate with the City to ensure that maintenance is completed to the City's satisfaction and in compliance with public safety and aesthetic standards. Failure to perform these duties may result in the termination of this MOU.

---

**IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date first written above.**

---

**Amistad Recovery Center**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Las Vegas, New Mexico**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-31**

**A RESOLUTION**  
**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING**  
**PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR**  
**LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN**  
**MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH**  
**AMENDMENTS**

**QUESTION ONE**

WHEREAS, the City of Las Vegas ("City") Governing Body appointed a Charter Commission ("Commission") to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City's legal counsel draft the Governing Body's proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City's legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission's suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission's suggested amendments recommend that Sections 2.01, 2.03(A) and (B), 2.04(D), 2.05(C), (D), and (E), 2.07(A), (B), (D), (E), and (F) of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE II. — GOVERNING BODY**

### **Section 2.01. Corporate Authority.**

- A. The City shall be governed by a home-rule charter whereby the City's governing body shall consist of a Mayor and a City Council.
- B. The corporate authority of the City shall be vested in the Governing Body, which shall consist of four (4)~~five (5)~~ City Councilors, ~~four of whom~~who shall be elected ~~by from single-member districts and one of whom shall be elected by the City at large to represent all City residents, which~~and shall collectively comprise the City Council, and a Mayor who shall be the presiding officer of the Governing Body.

### **Section 2.03. Qualifications and Election of Councilors.**

- A. Councilors candidates and selected councilors shall meet the qualifications required by NMSA Section 1-22-3(B), as amended, of the New Mexico Local Election Act. ~~shall be qualified electors of, and registered to vote in, the districts in which they reside and shall have established actual residency within said districts no later than ninety (90) days prior to the date of declaration of candidacy for the election in which they are running.~~
- B. One (1) Councilor shall be elected by the qualified electors in each of the City council districts. ~~Elected Councilors and candidates shall physically reside within the districts they represent.~~
- C. Councilors shall each be elected for terms of four (4) years, with two districts electing Councilors in each general municipal election, thereby allowing for staggered Council terms. At the general municipal election of March 2012, two (2) Councilors shall be elected for the two (2) positions whose terms expire at that election. The remaining two (2) Councilors shall continue to serve until the expiration of their terms and the election of Councilors in the March 2014 regular election. Thenceforth, in each general municipal election, two districts shall elect Councilors.
- D. Each Councilor, unless otherwise removed as provided for herein, shall remain in office until that person's successor is elected and has taken office.
- E. The council districts existing as of the effective date of this Charter shall remain in effect until modified as provided by law or by the terms of this Charter.

### **Section 2.04. Council Redistricting.**

- A. The Governing Body shall be responsible for modifying the districts as necessary. After each Federal Census, the Governing Body shall appoint a committee composed of an equal number of representatives from each district, none of which shall be elective city officers, to review and make recommendations to the Governing Body concerning the four Council Districts to be reapportioned. Any recommended changes shall comply with constitutional principles governing voting rights, population and similar related concerns as determined by judicial decision from time to time. The Governing Body shall employ a consultant with redistricting experience to work with the committee. The district boundaries may



be altered as necessary to incorporate areas which are annexed into the City. Redistricting shall be done by block and no redistricting shall be done that breaks a block.

- B. The Governing Body shall complete its redistricting work so that new election districts are utilized at the first regular municipal election following the completion of the decennial census, provided that sufficient time exists to comply with the election provisions of this Charter and of state law.
- C. In the event that annexation occurs that increases the voter population of a district more than twenty-five (25) percent, and the time prior to the next Federal Census exceeds three (3) years, the Governing Body shall follow the appointment procedure identified herein, appoint a redistricting committee, and order a new redistricting to balance the voter populations.
- ~~D. The redistricting provisions herein shall not be construed so as to create a vacancy in the office of a City Councilor. All incumbent City Councilors shall be entitled to serve out their terms, even if redistricting causes a City Councilor to reside outside the district which that City Councilor was elected to represent.~~

#### **Section 2.05. Vacancy in Office.**

- A. The office of a Councilor shall become vacant upon the Councilor's death, resignation, removal from office, forfeiture of office, termination of residence in the district from which elected or for any other reason as authorized by this Charter or the laws of the State of New Mexico.
- B. A Councilor shall be deemed to have automatically forfeited and resigned from office if the Councilor lacks, loses or otherwise fails to possess, during the entire term of office, the qualifications for the office prescribed by this Charter or the laws or Constitution of the State of New Mexico.
- C. Within forty-five (45) days of the vacancy, The Mayor, with approval of the Council, shall ~~within fifteen (15) days of the vacancy~~ appoint a qualified elector from the district to fill the vacancy and who will serve until the next regular municipal election. Any person appointed pursuant to this paragraph shall meet the qualification as required by Section 1-22-3(B), as amended, of the New Mexico Local Election Act. If the office is not filled within forty five (45) days of the vacancy, a special election shall be called to fill the vacancy for the remaining term of office.
- D. At the next regular local election following the vacancy, the Councilor position shall be placed on the ballot either to fill the remaining two years left in the regular Councilor position term, or for a four year term if the next regular local election coincides with the regular Councilor position term. ~~If the Councilor's term of office has not expired at the next regular municipal election following the vacancy, then a special election for the remaining term of office of the Councilor shall be held concurrently with the next regular municipal election, or as soon thereafter as legally possible.~~
- ~~E. At such a special election, only qualified electors residing in the City Council district of the vacancy shall be entitled to vote. The person elected shall serve the remaining unexpired term of office.~~



## Section 2.06. Compensation.

Annual compensation for the Mayor shall be ten thousand dollars (\$10,000.00) and for each Councilor ten thousand dollars (\$10,000.00), payable in monthly installments. Benefits may be provided by the Council as provided for by state law. An elected official who is a retired member of the New Mexico Public Employee Retirement Association (PERA) shall be subject to the statutes and rules of PERA, as may be amended from time to time, governing contributions to the official's PERA retirement account by the City and by the elected official.

## Section 2.07. Governing Body Procedures.

- A. **Organizational Meeting.** The Governing Body, at the first regular meeting on or after the first day of January following a municipal election, shall convene for the purpose of organizing, ~~reviewing the mission and vision statement, reviewing the top ten priorities of the previously elected Governing Body,~~ and confirming the appointment of the city manager and the appointed officers, and may include reviewing the mission and vision statement and reviewing the top ten priorities of the previously elected Governing Body.
- B. **Meetings.** The Governing Body shall meet regularly at least twice in every month at such times and places as it may prescribe by ordinance. Special meetings may be held on the call of the mayor or of ~~three (3) or more~~ the number of councilors equal to one less than a quorum of the members of the Governing Body Council. Notice of meetings shall be given as provided in a resolution to be adopted by the Governing Body each year pursuant to the New Mexico Open Meetings Act. Except as provided by the New Mexico Open Meetings Act, all meetings of a quorum of the Governing Body shall be open to the public.
- C. **Rules and Minutes.** The Governing Body shall determine its own rules and order of business and shall cause minutes to be kept of its proceedings.
- D. **Roll Call Votes.** Voting on resolutions and ordinances shall be by roll call and the votes of each member shall be recorded in the minutes. If a Governing Body member is attending remotely, all votes during such remote attendance shall be made by roll call and the votes of each member shall be recorded in the minutes.
- E. **Voting.** All actions and decisions of the Governing Body shall be by a simple majority of the members present with the Mayor voting only in instances of a tie, except as follows:
  - (1) Ordinances and resolutions, which shall be enacted by affirmative vote of a majority of all of the members of the Governing Body, with the Mayor voting only in instances of a tie; and
  - (2) Any other matter required under this Charter or the Constitution or laws of the State of New Mexico to be enacted by a vote other than a majority of the members present, with the Mayor voting only in instances of a tie unless otherwise specifically designated.
- F. **Quorum.** ~~Three members~~ A majority of the total number of members of the Governing Body shall constitute a quorum, provided, that if two or more

vacancies exist on the Governing Body, then a quorum shall be a majority of the members of the Governing Body excluding the vacant offices. A number less than a quorum may, for the purpose of obtaining a quorum, compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Governing Body.

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

#### GOVERNING BODY

Shall the City amend Article II of the City of Las Vegas Municipal Charter to require that the City Council consist of four members elected from four single-member districts; to specify appointment qualifications and election procedures; and to remove outdated redistricting principles and requirements that do not comply with the New Mexico Local Election Act?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City's Charter:

#### ARTICLE II. — GOVERNING BODY

##### Section 2.01. Corporate Authority.

- A. The City shall be governed by a home-rule charter whereby the City's governing body shall consist of a Mayor and a City Council.



- B. The corporate authority of the City shall be vested in the Governing Body, which shall consist of ~~four (4)~~five (5) City Councilors, ~~four of whom~~who shall be elected ~~by from single-member districts and one of whom shall be elected by the City at large to represent all City residents, which and~~ shall collectively comprise the City Council, and a Mayor who shall be the presiding officer of the Governing Body.

### **Section 2.03. Qualifications and Election of Councilors.**

- A. Councilors ~~candidates and selected councilors shall meet the qualifications required by NMSA Section 1-22-3(B), as amended, of the New Mexico Local Election Act. shall be qualified electors of, and registered to vote in, the districts in which they reside and shall have established actual residency within said districts no later than ninety (90) days prior to the date of declaration of candidacy for the election in which they are running.~~
- B. One (1) Councilor shall be elected by the qualified electors in each of the City council districts. ~~Elected Councilors and candidates shall physically reside within the districts they represent.~~
- C. Councilors shall each be elected for terms of four (4) years, with two districts electing Councilors in each general municipal election, thereby allowing for staggered Council terms. At the general municipal election of March 2012, two (2) Councilors shall be elected for the two (2) positions whose terms expire at that election. The remaining two (2) Councilors shall continue to serve until the expiration of their terms and the election of Councilors in the March 2014 regular election. Thenceforth, in each general municipal election, two districts shall elect Councilors.
- D. Each Councilor, unless otherwise removed as provided for herein, shall remain in office until that person's successor is elected and has taken office.
- E. The council districts existing as of the effective date of this Charter shall remain in effect until modified as provided by law or by the terms of this Charter.

### **Section 2.04. Council Redistricting.**

- A. The Governing Body shall be responsible for modifying the districts as necessary. After each Federal Census, the Governing Body shall appoint a committee composed of an equal number of representatives from each district, none of which shall be elective city officers, to review and make recommendations to the Governing Body concerning the four Council Districts to be reapportioned. Any recommended changes shall comply with constitutional principles governing voting rights, population and similar related concerns as determined by judicial decision from time to time. The Governing Body shall employ a consultant with redistricting experience to work with the committee. The district boundaries may be altered as necessary to incorporate areas which are annexed into the City. Redistricting shall be done by block and no redistricting shall be done that breaks a block.

- B. The Governing Body shall complete its redistricting work so that new election districts are utilized at the first regular municipal election following the completion of the decennial census, provided that sufficient time exists to comply with the election provisions of this Charter and of state law.
- C. In the event that annexation occurs that increases the voter population of a district more than twenty-five (25) percent, and the time prior to the next Federal Census exceeds three (3) years, the Governing Body shall follow the appointment procedure identified herein, appoint a redistricting committee, and order a new redistricting to balance the voter populations.
- ~~D. The redistricting provisions herein shall not be construed so as to create a vacancy in the office of a City Councilor. All incumbent City Councilors shall be entitled to serve out their terms, even if redistricting causes a City Councilor to reside outside the district which that City Councilor was elected to represent.~~

#### **Section 2.05. Vacancy in Office.**

- A. The office of a Councilor shall become vacant upon the Councilor's death, resignation, removal from office, forfeiture of office, termination of residence in the district from which elected or for any other reason as authorized by this Charter or the laws of the State of New Mexico.
- B. A Councilor shall be deemed to have automatically forfeited and resigned from office if the Councilor lacks, loses or otherwise fails to possess, during the entire term of office, the qualifications for the office prescribed by this Charter or the laws or Constitution of the State of New Mexico.
- C. Within forty-five (45) days of the vacancy, the Mayor, with approval of the Council, shall appoint a qualified elector from the district to fill the vacancy and who will serve until the next regular municipal election. Any person appointed pursuant to this paragraph shall meet the qualification as required by Section 1-22-3(B), as amended, of the New Mexico Local Election Act. If the office is not filled within forty-five (45) days of the vacancy, a special election shall be called to fill the vacancy for the remaining term of office.
- D. At the next regular local election following the vacancy, the Councilor position shall be placed on the ballot either to fill the remaining two years left in the regular Councilor position term, or for a four year term if the next regular local election coincides with the regular Councilor position term. If the Councilor's term of office has not expired at the next regular municipal election following the vacancy, then a special election for the remaining term of office of the Councilor shall be held concurrently with the next regular municipal election, or as soon thereafter as legally possible.
- ~~E. At such a special election, only qualified electors residing in the City Council district of the vacancy shall be entitled to vote. The person elected shall serve the remaining unexpired term of office.~~

#### **Section 2.06. Compensation.**



Annual compensation for the Mayor shall be ten thousand dollars (\$10,000.00) and for each Councilor ten thousand dollars (\$10,000.00), payable in monthly installments. Benefits may be provided by the Council as provided for by state law. An elected official who is a retired member of the New Mexico Public Employee Retirement Association (PERA) shall be subject to the statutes and rules of PERA, as may be amended from time to time, governing contributions to the official's PERA retirement account by the City and by the elected official.

## **Section 2.07. Governing Body Procedures.**

- A. **Organizational Meeting.** The Governing Body, at the first regular meeting on or after the first day of January following a municipal election, shall convene for the purpose of organizing, reviewing the mission and vision statement, reviewing the top ten priorities of the previously elected Governing Body, and confirming the appointment of the city manager and the appointed officers, and may include reviewing the mission and vision statement and reviewing the top ten priorities of the previously elected Governing Body.
- B. **Meetings.** The Governing Body shall meet regularly at least twice in every month at such times and places as it may prescribe by ordinance. Special meetings may be held on the call of the mayor or of three (3) or more the number of councilors equal to one less than a quorum of the members of the Governing Body Council. Notice of meetings shall be given as provided in a resolution to be adopted by the Governing Body each year pursuant to the New Mexico Open Meetings Act. Except as provided by the New Mexico Open Meetings Act, all meetings of a quorum of the Governing Body shall be open to the public.
- C. **Rules and Minutes.** The Governing Body shall determine its own rules and order of business and shall cause minutes to be kept of its proceedings.
- D. **Roll Call Votes.** Voting on resolutions and ordinances shall be by roll call and the votes of each member shall be recorded in the minutes. If a Governing Body member is attending remotely, all votes during such remote attendance shall be made by roll call and the votes of each member shall be recorded in the minutes.
- E. **Voting.** All actions and decisions of the Governing Body shall be by a simple majority of the members present with the Mayor voting only in instances of a tie, except as follows:
  - (1) Ordinances and resolutions, which shall be enacted by affirmative vote of a majority of all of the members of the Governing Body, with the Mayor voting only in instances of a tie; and
  - (2) Any other matter required under this Charter or the Constitution or laws of the State of New Mexico to be enacted by a vote other than a majority of the members present, with the Mayor voting only in instances of a tie unless otherwise specifically designated.
- F. **Quorum.** Three members A majority of the total number of members of the Governing Body shall constitute a quorum, provided, that if two or more vacancies exist on the Governing Body, then a quorum shall be a majority of the members of the Governing Body excluding the vacant offices. A number less than a quorum may, for the purpose of obtaining a quorum, compel the attendance

of absent members in the manner and subject to the penalties prescribed by the rules of the Governing Body.

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-32**

**A RESOLUTION**

**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH AMENDMENTS**

**QUESTION TWO**

WHEREAS, the City of Las Vegas ("City") Governing Body appointed a Charter Commission ("Commission") to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City's legal counsel draft the Governing Body's proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City's legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission's suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission's suggested amendments recommend that Sections 3.01, 3.03 (A)(B) and (C), and 3.04 (A)(B) and (C) of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE III. — MAYOR**



### Section 3.01. Qualification and Election.

The Mayor and mayoral candidates shall meet the qualifications required by Section 1-22-3(B), as amended, of the New Mexico Local Election Act, shall be elected at-large within the City, and shall serve a four (4) year term commencing with the ~~general municipal election of March, 2012~~ regular local election of November 2025. The Mayor, unless otherwise removed as provided herein, shall remain in office until his or her successor is elected and has taken office.

### Section 3.03. Mayor Pro Tempore.

- A. The Council shall elect from its membership a Mayor Pro Tempore to assume the role of Mayor during the temporary absence, ~~or temporary medical disability~~ of the Mayor that renders the Mayor unable to fulfill the duties of Mayor, or when there is a vacancy in the office of the Mayor. ~~The Mayor shall be authorized to vote in the event of a tie.~~ The Mayor Pro Tempore shall serve a one (1) year term.
- B. During service in the absence of the Mayor, the Mayor Pro Tempore shall retain ~~his the Mayor Pro Tempore's~~ voting rights as a Councilor, shall not exercise ~~his~~ voting rights as tie-breaking in the capacity as Mayor, and shall retain the right to make or second motions.
- C. A Mayor shall be considered temporarily absent when the Mayor is temporarily unreachable through technology or is otherwise unavailable for remote video or audio attendance of governing body meetings. A Mayor is considered present at a governing body meeting if the Mayor is attending remotely by video or audio means.

### Section 3.04. Vacancy in Office.

- A. The office of the Mayor shall become vacant upon the Mayor's death, resignation, removal from office, termination of residence in the City or for any other reason as authorized by this Charter or the laws of the State of New Mexico. The then-current Mayor Pro Tempore shall serve as Mayor until such time as the vacancy is filled in accordance with this Section.
- B. ~~If the date on which the vacancy occurs within one (1) year of the expiration of the Mayor's term, t~~Within 45 days of the vacancy, the Council shall appoint from among its membership, and/or from among other qualified electors who physically reside within the boundaries of the City, a person to serve as Mayor the remainder of the term until the next regular local election. ~~and~~If the appointed person is from among the Council's membership, the Council seat shall become vacant, to be filled as provided in Article II herein. Any person appointed pursuant to this paragraph shall. ~~If the office is not filled within forty-five (45) days of the vacancy, a special election shall be called to fill the vacancy for the remaining term of office.~~
- C. At the next regular local election following the vacancy, the office of the Mayor shall be placed on the ballot either to fill the remaining two years left in the

~~regular Mayoral term, or for a four year term if the next regular local election coincides with the regular Mayoral term. If the date on which the vacancy occurs is one (1) year or more from the expiration term by a Mayor's term, the position shall be filled for the remainder of the unexpired term by a special election. During the interim between the date the office is vacated and the date of the special election, the Mayor's position shall be filled by the Mayor Pro Tempore. The Mayor Pro Tempore shall temporarily cease to be a Councilor and the seat on the council shall remain unfilled until a Mayor is elected and qualified and the Councilor shall resume his seat on the council, or it shall otherwise be filled as provided in Article II herein if vacant.~~

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

MAYOR

Shall the City amend Article III of the City of Las Vegas Municipal Charter to require the Mayor and Mayoral appointees to meet the qualifications required by the New Mexico Local Election Act; to specify that the Mayor's four (4) year term commences with the regular local election of November 2025; and to specify the circumstances and appointment procedures in which a Mayor Pro Tempore will assume the role of the Mayor?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City's Charter:



## ARTICLE III. — MAYOR

### Section 3.01. Qualification and Election.

The Mayor and mayoral candidates shall meet the qualifications required by Section 1-22-3(B), as amended, of the New Mexico Local Election Act, shall be elected at-large within the City, and shall serve a four (4) year term commencing with the ~~general municipal election of March, 2012~~regular local election of November 2025. The Mayor, unless otherwise removed as provided herein, shall remain in office until his or her successor is elected and has taken office.

### Section 3.03. Mayor Pro Tempore.

- A. The Council shall elect from its membership a Mayor Pro Tempore to assume the role of Mayor during the temporary absence, ~~or temporary medical~~ disability of the Mayor that renders the Mayor unable to fulfill the duties of Mayor, or when there is a vacancy in the office of the Mayor. ~~The Mayor shall be authorized to vote in the event of a tie.~~ The Mayor Pro Tempore shall serve a one (1) year term.
- B. During service in the absence of the Mayor, the Mayor Pro Tempore shall retain ~~his the Mayor Pro Tempore's~~ voting rights as a Councilor, shall not exercise ~~his~~ voting rights as tie-breaking in the capacity as Mayor, and shall retain the right to make or second motions.
- C. A Mayor shall be considered temporarily absent when the Mayor is temporarily unreachable through technology or is otherwise unavailable for remote video or audio attendance of governing body meetings. A Mayor is considered present at a governing body meeting if the Mayor is attending remotely by video or audio means.

### Section 3.04. Vacancy in Office.

- A. The office of the Mayor shall become vacant upon the Mayor's death, resignation, removal from office, termination of residence in the City or for any other reason as authorized by this Charter or the laws of the State of New Mexico. The then-current Mayor Pro Tempore shall serve as Mayor until such time as the vacancy is filled in accordance with this Section.
- B. ~~If the date on which the vacancy occurs within one (1) year of the expiration of the Mayor's term, t~~Within 45 days of the vacancy, the Council shall appoint from among its membership, and/or from among other qualified electors who physically reside within the boundaries of the City, a person to serve as Mayor the remainder of the term until the next regular local election. and~~If the appointed person is from among the Council's membership, the Council seat shall become vacant, to be filled as provided in Article II herein. Any person appointed pursuant to this paragraph shall meet the qualifications required by Section 1-22-3(B), as amended, of the New Mexico Local Election Act. If the office is not filled within forty five (45) days of the vacancy, a special election shall be called to fill the vacancy for the remaining term of office.~~

- C. At the next regular local election following the vacancy, the office of the Mayor shall be placed on the ballot either to fill the remaining two years left in the regular Mayoral term, or for a four year term if the next regular local election coincides with the regular Mayoral term. If the date on which the vacancy occurs is one (1) year or more from the expiration term by a Mayor's term, the position shall be filled for the remainder of the unexpired term by a special election. During the interim between the date the office is vacated and the date of the special election, the Mayor's position shall be filled by the Mayor Pro Tempore. The Mayor Pro Tempore shall temporarily cease to be a Councilor and the seat on the council shall remain unfilled until a Mayor is elected and qualified and the Councilor shall resume his seat on the council, or it shall otherwise be filled as provided in Article II herein if vacant.

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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



**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-33**

**A RESOLUTION**  
**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING**  
**PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR**  
**LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN**  
**MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH**  
**AMENDMENTS**

**QUESTION THREE**

WHEREAS, the City of Las Vegas ("City") Governing Body appointed a Charter Commission ("Commission") to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City's legal counsel draft the Governing Body's proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City's legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission's suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission's suggested amendments recommend that Sections 4.02 (A) and (B), 4.03, and 4.05 (A)(B) and (C) of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE IV. — MUNICIPAL COURT**



#### **Section 4.02. Qualifications.**

The municipal judge and municipal judge candidates shall:

- A. Meet the qualifications required by Section 1-22-3(B), as amended, of the New Mexico Local Election Act~~Be a qualified elector of the City of Las Vegas, reside within the city limits, and be a registered voter within the city limits no later than ninety (90) days prior to the election.~~
- B. Shall be elected at-large within the City.
- C. Possess all of the aforementioned qualifications during the municipal judge's entire term of office.

#### **Section 4.03. Term of Office and Compensation.**

The term of Office of the Municipal Judge shall be for a period of four (4) years, commencing with the regular municipal election of November 2014~~2027~~. The municipal judge shall remain in office until the municipal judge's successor is elected and has taken office. The salary of the municipal judge shall be established by ordinance.

#### **Section 4.05. Temporary Absence and Vacancy in Office.**

- A. Recusal of judge. In the event that the Municipal Judge recuses himself/herself from presiding over any given case, or is excused by order of the district court, he/she shall notify the Mayor, who shall appoint a qualified person to serve as an alternate judge to preside over said case. The appointment shall not require Council approval.
- B. Temporary absence. In the event of temporary absence of the Municipal Judge or vacancy in the office of Municipal Judge, other than by recusal, the Mayor shall appoint a qualified person to act as temporary or alternate Municipal Judge, subject to confirmation by the Governing Body.
- C. Vacancy in Office.
  - (1) In the event the Municipal Judge dies, resigns, is no longer qualified to serve, or is removed from office, the Governing Body shall declare the office vacant.
  - (2) Within ~~thirty (30)~~forty-five (45) days of the vacancy, the Mayor shall appoint a qualified successor to fill the vacancy, subject to approval of the Council. The temporary Municipal Judge shall perform the functions of the office pending appointment and confirmation of a successor Municipal Judge.
  - (3) At the next regular local election following the vacancy, the office of the Municipal Judge shall be placed on the ballot either to fill the remaining two years left in the regular Municipal Judge term, or for a four year term if the next regular local election coincides with the regular Municipal Judge term. ~~If the term of office will expire at the next regular Municipal Election, the person appointed to the office shall serve until said election.~~
  - (4) ~~If the term of office will not expire at the next regular Municipal Election, a Special Election shall be held concurrently with the next regular Municipal~~

~~Election, or as soon thereafter as possible, to fill the remaining unexpired term of office.~~

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

#### MUNICIPAL COURT

Shall the City amend Article IV of the City of Las Vegas Municipal Charter to require that municipal judge and municipal judge candidates meet the qualifications required by the New Mexico Local Election Act, and be elected at-large within the City, to update the term of office to commence with the regular municipal election, and to specify the circumstances for vacancy appointment?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City's Charter:

#### ARTICLE IV. — MUNICIPAL COURT

##### Section 4.02. Qualifications.

The municipal judge and municipal judge candidates shall:

- A. Meet the qualifications required by Section 1-22-3(B), as amended, of the New Mexico Local Election Act~~Be a qualified elector of the City of Las Vegas, reside within the city limits, and be a registered voter within the city limits no later than ninety (90) days prior to the election.~~



- B. Shall be elected at-large within the City.
- C. Possess all of the aforementioned qualifications during the municipal judge's entire term of office.

#### **Section 4.03. Term of Office and Compensation.**

The term of Office of the Municipal Judge shall be for a period of four (4) years, commencing with the regular municipal election of November 20142027. The municipal judge shall remain in office until the municipal judge's successor is elected and has taken office. The salary of the municipal judge shall be established by ordinance.

#### **Section 4.05. Temporary Absence and Vacancy in Office.**

- A. Recusal of judge. In the event that the Municipal Judge recuses himself/herself from presiding over any given case, or is excused by order of the district court, he/she shall notify the Mayor, who shall appoint a qualified person to serve as an alternate judge to preside over said case. The appointment shall not require Council approval.
- B. Temporary absence. In the event of temporary absence of the Municipal Judge or vacancy in the office of Municipal Judge, other than by recusal, the Mayor shall appoint a qualified person to act as temporary or alternate Municipal Judge, subject to confirmation by the Governing Body.
- C. Vacancy in Office.
  - (1) In the event the Municipal Judge dies, resigns, is no longer qualified to serve, or is removed from office, the Governing Body shall declare the office vacant.
  - (2) Within ~~thirty (30)~~ forty-five (45) days of the vacancy, the Mayor shall appoint a qualified successor to fill the vacancy, subject to approval of the Council. The temporary Municipal Judge shall perform the functions of the office pending appointment and confirmation of a successor Municipal Judge.
  - (3) At the next regular local election following the vacancy, the office of the Municipal Judge shall be placed on the ballot either to fill the remaining two years left in the regular Municipal Judge term, or for a four year term if the next regular local election coincides with the regular Municipal Judge term. If the term of office will expire at the next regular Municipal Election, the person appointed to the office shall serve until said election.
  - (4) ~~If the term of office will not expire at the next regular Municipal Election, a Special Election shall be held concurrently with the next regular Municipal Election, or as soon thereafter as possible, to fill the remaining unexpired term of office.~~

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

---

DAVID ROMERO, MAYOR

ATTEST:

CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-34**

**A RESOLUTION**  
**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING**  
**PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR**  
**LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN**  
**MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH**  
**AMENDMENTS**

WHEREAS, the City of Las Vegas ("City") Governing Body appointed a Charter Commission ("Commission") to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City's legal counsel draft the Governing Body's proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City's legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission's suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission's suggested amendments recommend that Sections 5.01 (A)(D) and (E), 5.02, and 5.04 (A)(C)(D) and (E), 5.05(C) and (D), 5.06, 5.07(D) and (E) of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE V. — OFFICERS, DIRECTORS AND EMPLOYEES**

**Section 5.01. City Manager—Appointment and General Provisions.**



- A. The Mayor shall submit to the Council a qualified candidate ~~provide a list of not less than two (2) qualified candidates~~ for the position of City Manager for ~~the Council to review and approval~~. ~~The Council shall select a City Manager from the two candidates provided by the Mayor.~~ The Governing Body shall enter into a contract with the City Manager which shall establish, among other matters, compensation, benefits, duties and responsibilities for the City Manager.
- B. The City Manager shall be appointed solely on the basis of executive and administrative qualifications, and shall establish residency in San Miguel County within ninety (90) days of acceptance of the appointment.
- C. The City Manager, if not already certified by the International City Managers Association (ICMA), shall be working to achieve certification while in the employ of the City.
- D. The City Manager shall designate other employees of the City to perform the functions of the office as Acting City Manager during any absence of thirty (30) days or less. The Mayor shall appoint, subject to Council approval, an aActing City Manager for any absence exceeding thirty (30) days.
- E. If a vacancy occurs in the Office of City Manager, the Mayor may appoint an Interim City Manager, subject to Council approval, to perform the duties of City Manager until such time as the Mayor identifies and submits a qualified candidate for a permanent appointment in accordance with this section.

#### Section 5.02. City Manager; Removal.

The City Manager serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time as follows:

- A. ~~by the Mayor, subject to approval of the Council, or b~~By the Mayor or by another member of the Governing Body by a majority vote of the total number of all members of the Governing Body, with the Mayor voting only in the instance of a tie.

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#### Section 5.04. City Attorney.

- A. ~~There shall be a~~The Mayor may appoint a City Attorney, subject to review and approval by a majority vote of the City Council, who shall be employed by the City and serve as chief legal advisor to the Governing Body, City Manager, and all City departments, offices and agencies, shall represent the City on legal proceedings, and shall perform any other duties prescribed by state law, by this Charter or by ordinance. The Governing Body shall ~~enter into a contract with the City Attorney which shall~~ establish, among other matters, compensation, benefits, duties and responsibilities. In addition, Tthe Governing Body~~City~~ may contract for such other specialized legal services from outside legal counsel as it deems appropriate.
- B. The City Attorney shall be an attorney in good standing, qualified in the field of municipal law, licensed to practice law in the State of New Mexico, and shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment.



- ~~C. The Mayor shall provide a list of not less than two (2) qualified candidates for the position of City Attorney for the Council to review. The Council shall select a City Attorney from the two candidates provided by the Mayor.~~
- ~~D. The Governing Body shall enter into a contract with the City Attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.~~
- EC. The City Attorney, whether contractual or employee, serves at the pleasure of the Governing Body and may be suspended or removed without cause at any time by the Mayor or by another member of the Governing Body by a majority vote of the total number of members of the Governing Body, with the Mayor voting only in the instance of a tie by the Mayor, subject to approval of the Council, or by a majority of all members of the Governing Body.

#### Section 5.05. City Clerk.

- A. There shall be a City Clerk who shall serve as clerk to the Governing Body.
- B. The City Clerk shall give notice of Governing Body meetings to its members and the public, keep the minutes of its proceedings, keep the official records of the City, cause appropriate public notices to be given, and perform such other duties as are assigned by this Charter, by the Governing Body or by law.
- ~~C. The Mayor shall submit to the Council a qualified candidate for the position of City Clerk for Council review and approval. The Governing Body shall establish, among other matters, compensation, benefits, duties and responsibilities for the City Clerk.~~The Mayor shall provide a list of not less than two (2) qualified candidates for the position of City Clerk for the Council to review. The Council shall select a City Clerk from the two candidates provided by the Mayor. The Governing Body shall enter into a contract with the City Clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities.~~—~~The City Clerk shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment.
- ~~D. The City Clerk serves at the pleasure of the Governing Body and may be suspended or removed without cause at any time by the Mayor or by another member of the Governing Body by a majority vote of the total number of members of the Governing Body, with the Mayor voting only in the instance of a tie.~~The City Clerk serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body.
- E. The City Clerk, if not already certified, must work toward being certified by the Institute of Municipal Clerks and have achieved or be working to achieve a certification as a Certified Municipal Clerk or attain that certification while in the employ of the City.

#### Section 5.06. Chief of Police.

- A. There shall be a Chief of Police who is a certified law enforcement officer.



- B. The Mayor shall submit to the Council a qualified candidate for the position of Chief of Police for Council review and approval. The Governing Body shall establish, among other matters, compensation, benefits, duties and responsibilities for the Chief of Police. ~~The Mayor shall provide a list of not less than two (2) qualified candidates for the position of Chief of Police for the Council to review. The Council shall select a Chief of Police from the two candidates provided by the Mayor. The Governing Body shall enter into a contract with the Chief of Police which shall establish, among other matters, compensation, benefits, duties and responsibilities.~~ The Chief of Police shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment. Forma
- C. The Chief of Police serves at the pleasure of the Governing Body and may be suspended or removed without cause at any time by the Mayor or by another member of the Governing Body by a majority vote of the total number of members of the Governing Body, with the Mayor voting only in the instance of a tie. ~~The Chief of Police serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body.~~ Forma

#### 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.
- B. Each department shall be under the supervision of a department director, subject to the direction and supervision of the City Manager.
- C. The City Manager shall appoint department directors, subject to approval by the Governing Body.
- D. Department directors are at-will employees who may be placed on administrative leave or removed by the ~~eCity m~~Manager, and the City Manager shall report any such leave or removal at the next regular Governing Body meeting, subject to a majority vote by the Governing Body. ~~The majority vote by the Governing Body of whether or not to remove a department director shall be recognized and implemented by the City Manager, with said vote constituting a final and conclusive determination regarding the matter.~~ Forma  
Forma
- E. The City Manager may serve as department director, provided that the Manager shall not serve as either City Clerk, City Attorney, Police Chief, or Finance Director.

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to “file a resolution proposing the ballot question” with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

#### OFFICERS, DIRECTORS AND EMPLOYEES

Shall the City amend Article V of the City of Las Vegas Municipal Charter to specify hiring and removal practices for the City Manager, City Attorney, City Clerk, Chief of Police, and department directors, and procedures for vacancies and designation of the Acting City Manager.

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City’s Charter:

#### ARTICLE V. — OFFICERS, DIRECTORS AND EMPLOYEES

##### Section 5.01. City Manager—Appointment and General Provisions.

- A. The Mayor shall submit to the Council a qualified candidate ~~provide a list of not less than two (2) qualified candidates~~ for the position of City Manager for ~~the Council to review and approval. The Council shall select a City Manager from the two candidates provided by the Mayor.~~ The Governing Body shall enter into a contract with the City Manager which shall establish, among other matters, compensation, benefits, duties and responsibilities for the City Manager.
- B. The City Manager shall be appointed solely on the basis of executive and administrative qualifications, and shall establish residency in San Miguel County within ninety (90) days of acceptance of the appointment.
- C. The City Manager, if not already certified by the International City Managers Association (ICMA), shall be working to achieve certification while in the employ of the City.
- D. The City Manager shall designate other employees of the City to perform the functions of the office as Acting City Manager during any absence of thirty (30) days or less. The Mayor shall appoint, subject to Council approval, an aActing City Manager for any absence exceeding thirty (30) days.



- E. If a vacancy occurs in the Office of City Manager, the Mayor may appoint an Interim City Manager, subject to Council approval, to perform the duties of City Manager until such time as the Mayor identifies and submits a qualified candidate for a permanent appointment in accordance with this section.

#### **Section 5.02. City Manager; Removal.**

The City Manager serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time as follows:

- ~~B. by the Mayor, subject to approval of the Council, or~~ bBy the Mayor or by another member of the Governing Body by a majority vote of the total number of all members of the Governing Body, with the Mayor voting only in the instance of a tie.

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#### **Section 5.04. City Attorney.**

- ~~A. There shall be a~~ The Mayor may appoint a City Attorney, subject to review and approval by a majority vote of the City Council, who shall be employed by the City and serve as chief legal advisor to the Governing Body, City Manager, and all City departments, offices and agencies, shall represent the City on legal proceedings, and shall perform any other duties prescribed by state law, by this Charter or by ordinance. The Governing Body shall ~~enter into a contract with the City Attorney which shall~~ establish, among other matters, compensation, benefits, duties and responsibilities. In addition, the Governing Body ~~City~~ may contract for such other specialized legal services from outside legal counsel as it deems appropriate.
- ~~B. The City Attorney shall be an attorney in good standing, qualified in the field of municipal law, licensed to practice law in the State of New Mexico, and shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment.~~
- ~~C. The Mayor shall provide a list of not less than two (2) qualified candidates for the position of City Attorney for the Council to review. The Council shall select a City Attorney from the two candidates provided by the Mayor.~~
- ~~D. The Governing Body shall enter into a contract with the City Attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.~~
- ~~E.C.~~ The City Attorney, whether contractual or employee, serves at the pleasure of the Governing Body and may be suspended or removed without cause at any time by the Mayor or by another member of the Governing Body by a majority vote of the total number of members of the Governing Body, with the Mayor voting only in the instance of a tie by the Mayor, subject to approval of the Council, or by a majority of all members of the Governing Body.

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#### **Section 5.05. City Clerk.**

- A. There shall be a City Clerk who shall serve as clerk to the Governing Body.
- B. The City Clerk shall give notice of Governing Body meetings to its members and



the public, keep the minutes of its proceedings, keep the official records of the City, cause appropriate public notices to be given, and perform such other duties as are assigned by this Charter, by the Governing Body or by law.

- C. The Mayor shall submit to the Council a qualified candidate for the position of City Clerk for Council review and approval. The Governing Body shall establish, among other matters, compensation, benefits, duties and responsibilities for the City Clerk.~~The Mayor shall provide a list of not less than two (2) qualified candidates for the position of City Clerk for the Council to review. The Council shall select a City Clerk from the two candidates provided by the Mayor. The Governing Body shall enter into a contract with the City Clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities.~~—The City Clerk shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment. Forma
- D. The City Clerk serves at the pleasure of the Governing Body and may be suspended or removed without cause at any time by the Mayor or by another member of the Governing Body by a majority vote of the total number of members of the Governing Body, with the Mayor voting only in the instance of a tie.~~The City Clerk serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body.~~ Forma
- E. The City Clerk, if not already certified, must work toward being certified by the Institute of Municipal Clerks and have achieved or be working to achieve a certification as a Certified Municipal Clerk or attain that certification while in the employ of the City.

#### Section 5.06. Chief of Police.

- A. There shall be a Chief of Police who is a certified law enforcement officer.
- B. The Mayor shall submit to the Council a qualified candidate for the position of Chief of Police for Council review and approval. The Governing Body shall establish, among other matters, compensation, benefits, duties and responsibilities for the Chief of Police.~~The Mayor shall provide a list of not less than two (2) qualified candidates for the position of Chief of Police for the Council to review. The Council shall select a Chief of Police from the two candidates provided by the Mayor. The Governing Body shall enter into a contract with the Chief of Police which shall establish, among other matters, compensation, benefits, duties and responsibilities.~~The Chief of Police shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment. Forma
- C. The Chief of Police serves at the pleasure of the Governing Body and may be suspended or removed without cause at any time by the Mayor or by another member of the Governing Body by a majority vote of the total number of members of the Governing Body, with the Mayor voting only in the instance of a tie.~~The Chief of Police serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time by the Mayor, subject to~~ Forma

approval of the Council, or by the Governing Body by a majority of all members of the Governing Body.

**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.
- B. Each department shall be under the supervision of a department director, subject to the direction and supervision of the City Manager.
- C. The City Manager shall appoint department directors, subject to approval by the Governing Body.
- D. Department directors are at-will employees who may be placed on administrative leave or removed by the ~~e~~City ~~m~~Manager, and the City Manager shall report any such leave or removal at the next regular Governing Body meeting, subject to a majority vote by the Governing Body. The majority vote by the Governing Body of whether or not to remove a department director shall be recognized and implemented by the City Manager, with said vote constituting a final and conclusive determination regarding the matter.
- E. The City Manager may serve as department director, provided that the Manager shall not serve as either City Clerk, City Attorney, Police Chief, or Finance Director.

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PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL





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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-35**

**A RESOLUTION**

**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH AMENDMENTS**

**QUESTION FIVE**

WHEREAS, the City of Las Vegas ("City") Governing Body appointed a Charter Commission ("Commission") to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City's legal counsel draft the Governing Body's proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City's legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission's suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission's suggested amendments recommend that Sections 6.01 (A) and (G), and 6.08 of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE VI. — BOARDS, COMMISSIONS AND ADVISORY COMMITTEES**

#### 6.01. General Provisions Governing Boards and Commissions.

- A. **Creation.** In addition to those permanent boards and commissions established by this Charter, the Governing Body may, by ordinance, establish such boards and commissions of duration greater than one (1) year with such powers, purpose, scope and authority as is deemed appropriate by the Governing Body. The Governing Body may also, by ordinance, establish committees composed solely of members of the Governing Body.
- B. **Appointment.** Except as otherwise provided in this Charter, the Mayor shall appoint all members of boards and commissions, subject to approval by the Council.
- C. **Residency and District Representation.** Regular members of boards and commissions shall be residents of the City except as otherwise provided herein. Each board and commission shall have one (1) member appointed from each Council district. Should the member move out of the district during his term, the member shall be automatically removed from office and the position shall be considered vacant. Other members of the board or commission may be appointed at-large from within the city limits, provided, that the Governing Body shall endeavor to achieve equal representation among districts. Non-residents may be considered for the at-large positions if so provided by ordinance. The Mayor shall appoint a replacement member to any board or commission within twenty (20) days of notification to the Governing Body of a vacancy.
- D. **Terms.** Terms of office for regular members of boards and commissions shall be four (4) years, staggered as provided herein. At the first meeting of each board and commission following the effective date of this Charter, each such body shall determine by lot which of its members shall serve for two (2) years and which shall serve for four (4) years, with the two categories achieving equal numbers as nearly as possible. Thereafter, the Mayor shall make appointments every two (2) years, subject to Council approval as provided herein, for the positions whose terms have expired.
- E. **Effect of Re-Districting.** No vacancy in the office of any member of any board or commission shall be caused by redistricting of City Council election districts. All members of a board or commission shall be entitled to serve out their terms, unless otherwise removed pursuant to the terms of this Charter, even if redistricting causes the number of members to exceed the proportional-representation limitations of this Charter.
- F. **Ex-Officio Members.** No member of the Governing Body, nor any appointed official or employee, shall serve on any board or commission except as a non-voting ex-officio member. The Governing Body may only provide for such ex-officio members by ordinance ~~as it deems appropriate.~~
- G. **Removal.** Except as otherwise provided by ordinance, regular members of boards and commissions serve at the pleasure of the Governing Body and may be removed by the Mayor or by another member of the Governing Body by a majority vote of the total number of members of the Governing Body, with the Mayor voting only in the instance of a tie~~by the Mayor with approval of the~~



~~Council, or by a majority of all of the members of the Council.~~ A board or commission may recommend to the Governing Body that it remove a member of that board or commission upon the occurrence of three (3) unexcused absences.

- H. **Quorum and Open Meetings.** A quorum of any board or commission shall be a simple majority of all appointed members. Each board and commission shall annually adopt a resolution requiring compliance with the provisions of the New Mexico Open Meetings Act.
- I. **Report to Council.** Each board and commission shall annually prepare and deliver a report of its activities and recommendations at a meeting of the Governing Body.

#### **Section 6.08. Advisory Committees.**

The Governing Body may establish advisory committees as it deems appropriate only by ordinance or resolution. The ordinance, or resolution ~~or motion~~ establishing any such committee shall provide for the manner of appointment, the powers, purpose, scope and authority of the committee, the termination of the committee, compliance with the New Mexico Open Meetings Act, and such other matters as deemed relevant by the Governing Body.

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

#### **BOARDS, COMMISSIONS AND ADVISORY COMMITTEES**

Shall the City amend Article VI of the City of Las Vegas Municipal Charter to permit the Governing Body, by ordinance, to establish committees composed solely of members of the Governing Body, to specify removal procedures for members of permanent boards and commissions, to require that advisory committees created by the Governing Body be created by ordinance or resolution, and to require advisory committees to comply with the New Mexico Open Meetings Act?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City's Charter:

## ARTICLE VI. — BOARDS, COMMISSIONS AND ADVISORY COMMITTEES

### 6.01. General Provisions Governing Boards and Commissions.

- A. **Creation.** In addition to those permanent boards and commissions established by this Charter, the Governing Body may, by ordinance, establish such boards and commissions of duration greater than one (1) year with such powers, purpose, scope and authority as is deemed appropriate by the Governing Body. The Governing Body may also, by ordinance, establish committees composed solely of members of the Governing Body.
- B. **Appointment.** Except as otherwise provided in this Charter, the Mayor shall appoint all members of boards and commissions, subject to approval by the Council.
- C. **Residency and District Representation.** Regular members of boards and commissions shall be residents of the City except as otherwise provided herein. Each board and commission shall have one (1) member appointed from each Council district. Should the member move out of the district during his term, the member shall be automatically removed from office and the position shall be considered vacant. Other members of the board or commission may be appointed at-large from within the city limits, provided, that the Governing Body shall endeavor to achieve equal representation among districts. Non-residents may be considered for the at-large positions if so provided by ordinance. The Mayor shall appoint a replacement member to any board or commission within twenty (20) days of notification to the Governing Body of a vacancy.
- D. **Terms.** Terms of office for regular members of boards and commissions shall be four (4) years, staggered as provided herein. At the first meeting of each board and commission following the effective date of this Charter, each such body shall determine by lot which of its members shall serve for two (2) years and which shall serve for four (4) years, with the two categories achieving equal numbers as nearly as possible. Thereafter, the Mayor shall make appointments every two (2) years, subject to Council approval as provided herein, for the positions whose terms have expired.
- E. **Effect of Re-Districting.** No vacancy in the office of any member of any board or commission shall be caused by redistricting of City Council election districts. All members of a board or commission shall be entitled to serve out their terms, unless otherwise removed pursuant to the terms of this Charter, even if



redistricting causes the number of members to exceed the proportional-representation limitations of this Charter.

- F. **Ex-Officio Members.** No member of the Governing Body, nor any appointed official or employee, shall serve on any board or commission except as a non-voting ex-officio member. The Governing Body may only provide for such ex-officio members by ordinance ~~as it deems appropriate~~.
- G. **Removal.** Except as otherwise provided by ordinance, regular members of boards and commissions serve at the pleasure of the Governing Body and may be removed by the Mayor or by another member of the Governing Body by a majority vote of the total number of members of the Governing Body, with the Mayor voting only in the instance of a tie ~~by the Mayor with approval of the Council, or by a majority of all of the members of the Council~~. A board or commission may recommend to the Governing Body that it remove a member of that board or commission upon the occurrence of three (3) unexcused absences.
- H. **Quorum and Open Meetings.** A quorum of any board or commission shall be a simple majority of all appointed members. Each board and commission shall annually adopt a resolution requiring compliance with the provisions of the New Mexico Open Meetings Act.
- I. **Report to Council.** Each board and commission shall annually prepare and deliver a report of its activities and recommendations at a meeting of the Governing Body.

#### Section 6.08. Advisory Committees.

The Governing Body may establish advisory committees as it deems appropriate only by ordinance or resolution. The ordinance, or resolution ~~or motion~~ establishing any such committee shall provide for the manner of appointment, the powers, purpose, scope and authority of the committee, the termination of the committee, compliance with the New Mexico Open Meetings Act, and such other matters as deemed relevant by the Governing Body.

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

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GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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



**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-36**

**A RESOLUTION**  
**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING**  
**PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR**  
**LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN**  
**MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH**  
**AMENDMENTS**

**QUESTION SIX**

WHEREAS, the City of Las Vegas (“City”) Governing Body appointed a Charter Commission (“Commission”) to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City’s legal counsel draft the Governing Body’s proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City’s legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission’s suggested amendments, the Commission recommends or ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission’s suggested amendments recommend that Sections 8.01 (A) through (H), 8.02(B) and (C)(7), 8.03(B) and (C)(4) and (5), 8.04(B) and (D)(3) of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE VIII. — ELECTIONS, INITIATIVE, REFERENDUM AND RECALL**

## Section 8.01. City Elections.

- A. The New Mexico ~~Municipal Election Code~~ Local Election Act, Sections 1-22-1, et seq., N.M.S.A. 1978 as amended, shall apply to and govern elections of the City of Las Vegas, ~~except to the extent that the Municipal Election Code is inconsistent with the provisions of this Charter, in which case the Charter shall govern.~~
- B. The regular municipal election shall be held on the first Tuesday after the first Monday in November of each odd-numbered year, as provided by ~~applicable law~~ the New Mexico Local Election Act.
- C. Special municipal elections shall be held in accordance with the New Mexico Local Election Act and the New Mexico Special Election Act, Sections 1-24-1, et seq., N.M.S.A., as amended.
- ~~C.~~ Qualified voters are as follows:
  - ~~(1) All registered voters resident in the City shall be qualified to vote for the Mayor and Municipal Judge.~~
  - ~~(2) All registered voters resident in a district shall be qualified to vote for Councilor from that district.~~
- CD. Candidates for all municipal elective offices shall run for office without any political party designation, and no references to any slate of candidates shall be made on any ballots.
- ~~E.~~ All voting systems used in municipal elections beginning in March, 2012, shall use a paper ballot on which the voter physically or electronically marks the voter's choices on the ballot itself. Privacy booths must be provided at all polling places.
- ~~F.~~ The election of all municipal elective offices shall be by majority of the votes cast for the particular office in question. The Governing Body shall by ordinance determine the procedure for breaking tie votes.
- DH. For the purpose of preventing fraud in City elections, and such other purposes as the Governing Body may determine, the Governing Body may adopt ordinances consistent with the City Charter. Such ordinances may include a policy concerning campaign practices, candidate expenses, contribution reports and campaign ethics, among other things, as determined by the City's Governing Body.

## Section 8.02. Initiative.

- A. The power of Initiative is hereby reserved by the voters of the City.
- B. Except as otherwise provided herein, the provisions of the New Mexico ~~Municipal Election code~~ Local Election Act, the New Mexico Special Election Act, and Section 3-1-5, N.M.S.A. (1978), ~~of the New Mexico Municipal Code~~ relating to petitions, as they currently exist or may hereafter be amended or suspended, shall govern the exercise of the powers of Initiative.
- C. The following provisions shall govern the right of Initiative:

- (1) The qualified electors of the City shall have the power to propose ordinances to the Governing Body.
- (2) The power of initiative shall not extend to: the budget; the capital program; any ordinance relating to appropriation of money; the levy of taxes, unless a referendum is specifically authorized by state law; salaries of City officers or employees; ordinances authorizing bonds or other obligations where such ordinance, bonds or other obligations previously have been approved at a City election; or any other ordinance authorizing or otherwise relating to any city bonds or other obligations then outstanding.
- (3) Initiative shall commence by the filing of a petition with the City Clerk, which complies with the following requirements:
  - (a) The form of the proposed petition shall be submitted to the City Clerk prior to its circulation in the City for signature. If a particular proposed petition is not submitted to the City Clerk prior to circulation, or if such a proposed petition is not approved as to form by the City Clerk, then the City Clerk shall not accept that initiative petition for filing.
  - (b) The City Clerk shall indicate in writing on a proposed petition that it is approved as to form if:
    - (i) the petition contains a heading which states that the petition is for the purpose of initiative.
    - (ii) the heading sets forth in full the text of the proposed ordinance.
    - (iii) the petition contains a place for the person signing the petition to write the date, name (printed), address, and signature; and
    - (iv) the petition contains a statement that any person knowingly providing, or causing to be provided, any false information on a petition, forging a signature or signing a petition when that person knows he or she is not a qualified elector in the City of Las Vegas, is guilty of a fourth degree felony.
  - (c) The signed petition shall be filed with the City Clerk and not more than sixty consecutive days following the date upon which the City Clerk approved the petition as to form.
  - (d) The petition shall be signed by not less than twenty-five (25) percent of the number of voters of the City of Las Vegas who voted at the regular municipal election immediately preceding the submission of the proposed petition to the City Clerk.
- (4) The Governing Body shall select a qualified attorney to review and render an opinion as to legality and form any proposed ordinance before it is submitted to the Governing Body for consideration.
- (5) Upon the filing of an initiative petition which has been previously approved as to form, the City Clerk shall verify the initiative petition pursuant to Section 3-1-5 NMSA 1978, and the City Clerk and Governing Body shall perform the duties otherwise required in Section 3-1-5 NMSA



1978, except to the extent that such provisions are inconsistent with this section of the Charter.

- (6) Upon the filing of an initiative petition which has been certified as complying with the requirements of this subsection, the initiated ordinance shall be proposed to the Governing Body for enactment within thirty (30) days of the date of filing the petition.
- (7) If the Governing Body fails to act, acts adversely, or amends any legally proposed ordinance, then the Governing Body must enact an election resolution calling for a special election, pursuant to the special election calendar and procedures of the New Mexico ~~Municipal Election Code~~Local Election Act and New Mexico Special Election Act, for the purpose of submitting the initiated ordinance to the electorate. If the Governing Body fails to enact an election resolution, interested persons shall have recourse to the District Court. If the interested persons prevail, they shall be entitled to reasonable court costs and reasonable attorney fees.
- (8) The ballot shall contain the initiated ordinance and the initiated ordinance as amended, if the Governing Body amends the initiated ordinance. After each version of the initiated ordinance there shall be printed the words: "FOR" and "AGAINST" with spaces for crosses after each word.
- (9) The measure receiving a majority of the votes cast in its favor is adopted. If each measure receives a majority of the votes cast in its favor, the measure receiving the greatest number of votes cast in its favor is adopted.

### **Section 8.03. Referendum.**

- A. The power of Referendum is hereby reserved by the voters of the City.
- B. Except as otherwise provided herein, the provisions of the Local Election Act, the New Mexico Special Election Act, Election Code~~and~~ and New Mexico, and Municipal Election Code ~~and~~ Section 3-1-5, N.M.S.A. (1978), relating to petitions, as they currently exist or may hereafter be amended or suspended, shall govern the exercise of the powers of Referendum.
- C. The following provisions shall govern the right of Referendum:
  - (1) The qualified electors of the City shall have the power to require reconsideration by the Governing Body of any adopted ordinance, except as prohibited by law or this Charter.
  - (2) The power of Referendum shall not extend to: the budget; the capital program; any ordinance relating to appropriation of money; the levy of taxes unless a referendum is specifically authorized by state law; salaries of City officers or employees; zone map amendments; ordinances authorizing bonds or other obligations, where such ordinances, bonds or other obligations previously have been approved at a City election or are revenue bonds; or any other ordinance authorizing or otherwise relating to any city bonds or other obligations then outstanding.
  - (3) Referendum shall be commenced by the filing of a petition with the City Clerk which complies with the following requirements:

- (a) The form of the proposed petition shall be submitted to the City Clerk prior to its circulation in the City for signature. If a particular proposed petition is not submitted to the City Clerk prior to circulation, or if such a proposed petition is not approved as to form by the City Clerk, then the City Clerk shall not accept that referendum petition for filing.
- (b) The City Clerk shall indicate in writing on a proposed petition that it is approved as to form if:
  - (i) the petition contains a heading which states that the petition is for the purpose of referendum;
  - (ii) the heading sets forth in full the title of the ordinance which is the subject of the referendum, the ordinance number, if any, and a brief description of the ordinance;
  - (iii) the petition contains a place for the person signing the petition to write the date, name (printed), address, and signature; and
  - (iv) the petition contains a statement that any person knowingly providing, or causing to be provided, any false information on a petition, forging a signature or signing a petition when that person knows he or she is not a qualified elector in the City of Las Vegas, is guilty of a fourth degree felony.
- (c) The signed petition shall be filed with the City Clerk not more than sixty consecutive days following the date at which the Governing Body voted to approve the ordinance.
- (d) The petition shall be signed by not less than twenty-five (25) percent of the number of voters of the City of Las Vegas who voted at the regular municipal election immediately preceding the submission of the proposed petition to the City Clerk.
- (4) Upon the filing of a referendum petition which has been previously approved as to form, the City Clerk shall verify the referendum petition pursuant to Section 3-1-5 NMSA 1978, and the City Clerk and Governing Body shall perform the duties otherwise required in [the New Mexico Local Election Act, the New Mexico Special Election Act, and the New Mexico Recall Act, particularly](#) Section 3-1-5 NMSA 1978, except to the extent that such shall select a qualified attorney to review and render an opinion as to legality and form before it is submitted to the Governing Body for consideration.
- (5) Upon the filing of a referendum petition, which has been certified as complying with the requirements of this subsection, the ordinance in question shall be presented to the Governing Body for the purpose of determining whether the Governing Body will repeal the ordinance. If the Governing Body fails to repeal the ordinance in question, then the Governing Body shall enact an election resolution calling for a special election, pursuant to the special election calendar and procedures of the New Mexico ~~Municipal Election Code~~ [Local Election Act and New](#)



Mexico Special Election Act, for the purpose of submitting the ordinance to the electorate.

- (6) The ballot shall contain the text of the ordinance or resolution. Below the text shall be the words: "FOR" and "AGAINST" with spaces for crosses after each word.
- (7) If a majority of the votes cast are in favor of the ordinance, then it shall take effect immediately. If a majority of the votes cast are against the ordinance, it shall not take effect.
- (8) If an ordinance eligible for referendum is an emergency measure, it shall go into effect immediately; but it shall be subject to repeal by a majority vote at a referendum election.
- (9) Any ordinance subject to referendum other than an emergency ordinance shall become effective as provided in Article II herein. Upon certification that a referendum petition regarding such an ordinance complies with the provisions of this subsection, such an ordinance shall be suspended until it is repealed by the Governing Body, rejected at an election, or approved at an election.

#### **Section 8.04. Recall.**

- A. The power of recall is hereby reserved by the voters of the City.
- B. Except as otherwise provided herein, the provisions of the New Mexico Local Election Act, the New Mexico Special Election Act, ~~Election Code~~ and the New Mexico Recall Act, NMSA Chapter 1, Article 25 (the "Recall Act") 1-25-1, et seq., N.M.S.A. 1978, shall govern the exercise of the power of recall under the City Charter.
- C. The Mayor and all the City Councilors are subject to recall.
- D. The following provisions shall govern the right of recall:
  - (1) A written notice of intent to file a petition of recall must be submitted to the City Clerk and must contain a minimum of twenty-five (25) signatures with printed names and addresses of qualified electors residing in the particular council district, or within the city limits for the office of Mayor.
  - (2) Recall shall commence by the filing of a petition with the City Clerk, which complies with the following requirements:
    - (a) The form of the proposed petition shall be submitted to the City Clerk prior to its circulation in the City for signature. If a particular proposed petition is not submitted to the City Clerk prior to circulation, or if such a proposed petition is not approved as to form by the City Clerk, then the City clerk shall not accept that recall petition for filing. If the Governing Body member sought to be recalled is a City Councilor, then the proposed petition for recall may only be filed by qualified electors of that particular ward.
    - (b) The City Clerk shall indicate in writing on a proposed petition that it is approved as to form if:
      - (i) The petition contains a heading which states that the petition is for the purpose of recall;

- (ii) The heading sets forth the name of the Governing Body member who is the subject of the recall;
  - (iii) The recall petition heading shall contain a clear and concise statement specifying the charges alleged to support recall of the named official sufficient to constitute malfeasance in office, misfeasance in office or violation of oath of office;
  - (iv) The petition contains a place for the person signing the petition to write the date, name (printed), address, and signature;
  - (v) The petition contains a statement that any person knowingly providing, or causing to be provided, any false information on a petition, forging a signature or signing a petition when that person knows he or she is not a qualified elector in the City of Las Vegas is guilty of a fourth degree felony; and
  - (vi) Each page of the petition for signatures contains the requirements as specified in subsections (i) through (v) in the heading.
- (c) The signed petition shall be filed with the City Clerk not more than sixty (60) consecutive days following the date upon which the City Clerk approved the petition as to form.
  - (d) In the case of the Mayor, the petition shall be signed by a number equal to or more than twenty-five (25) percent of the number of voters who voted at the regular municipal election immediately preceding the filing of the Notice of Intent.
  - (e) In the case of a City Councilor, the petition shall be signed by a number equal to or more than twenty-five (25) percent of the number of voters who voted within the Councilor's district at the regular municipal election immediately preceding the filing of the Notice of Intent.
- (3) Upon the filing of a recall petition which has been previously approved as to form, the City Clerk shall verify the recall petition, pursuant to Section 3-1-5 NMSA 1978, and the City Clerk and Governing Body shall perform the duties otherwise required in the New Mexico Local Election Act, the New Mexico Special Election Act, and the New Mexico Recall Act, particularly Section 3-1-5 NMSA 1978, except to the extent that such provisions are inconsistent with this section of the Charter.
  - (4) Upon the filing of a recall petition which has been certified as complying with the requirements of this section, the Governing Body shall enact an election resolution calling for a special election.
  - (5) If the Governing Body member sought to be recalled is a City Councilor, then the special recall election shall be held only in the election district represented by that City Councilor. Only those qualified electors residing in the same council district as the Councilor sought to be recalled shall be eligible to vote.
  - (6) At any recall election, the official holding office shall be recalled only if:

- (a) A majority of the votes cast at the recall election are in favor of recalling the official; and
- (b) This majority equals or exceeds the number of votes the official received when elected.
- (7) If an official is recalled, he or she shall not be eligible to seek that office through election or appointment until the next term has expired.
- (8) If a recall election results are insufficient to support a recall, the official who is the subject of the recall election shall not be subject to recall on the same grounds during the remainder of that official's term of office.

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

#### CITY ELECTIONS

Shall the City amend Article VIII of the City of Las Vegas Municipal Charter to specify the New Mexico Local Election Act, Sections 1-22-1, et seq., N.M.S.A. 1978 as amended, as the authority over City elections, and establish the timelines for regular municipal elections?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City's Charter:

#### ARTICLE VIII. — ELECTIONS, INITIATIVE, REFERENDUM AND RECALL

##### Section 8.01. City Elections.



- A. The New Mexico ~~Municipal Election Code~~ Local Election Act, Sections 1-22-1, et seq., N.M.S.A. 1978 as amended, shall apply to and govern elections of the City of Las Vegas, ~~except to the extent that the Municipal Election Code is inconsistent with the provisions of this Charter, in which case the Charter shall govern.~~
- B. The regular municipal election shall be held on the first Tuesday after the first Monday in November of each odd-numbered year, as provided by ~~applicable law~~ the New Mexico Local Election Act.
- C. Special municipal elections shall be held in accordance with the New Mexico Local Election Act and the New Mexico Special Election Act, Sections 1-24-1, et seq., N.M.S.A., as amended.
- ~~C.~~ ~~Qualified voters are as follows:~~
  - ~~(1) All registered voters resident in the City shall be qualified to vote for the Mayor and Municipal Judge.~~
  - ~~(2) All registered voters resident in a district shall be qualified to vote for Councilor from that district.~~
- CD. Candidates for all municipal elective offices shall run for office without any political party designation, and no references to any slate of candidates shall be made on any ballots.
- ~~E.~~ ~~All voting systems used in municipal elections beginning in March, 2012, shall use a paper ballot on which the voter physically or electronically marks the voter's choices on the ballot itself. Privacy booths must be provided at all polling places.~~
- ~~F.~~ ~~The election of all municipal elective offices shall be by majority of the votes cast for the particular office in question. The Governing Body shall by ordinance determine the procedure for breaking tie votes.~~
- DH. For the purpose of preventing fraud in City elections, and such other purposes as the Governing Body may determine, the Governing Body may adopt ordinances consistent with the City Charter. Such ordinances may include a policy concerning campaign practices, candidate expenses, contribution reports and campaign ethics, among other things, as determined by the City's Governing Body.

#### **Section 8.02. Initiative.**

- A. The power of Initiative is hereby reserved by the voters of the City.
- B. Except as otherwise provided herein, the provisions of the New Mexico ~~Municipal Election code~~ Local Election Act, the New Mexico Special Election Act, and Section 3-1-5, N.M.S.A. (1978), of the New Mexico Municipal Code relating to petitions, as they currently exist or may hereafter be amended or suspended, shall govern the exercise of the powers of Initiative.
- C. The following provisions shall govern the right of Initiative:
  - (1) The qualified electors of the City shall have the power to propose ordinances to the Governing Body.

- (2) The power of initiative shall not extend to: the budget; the capital program; any ordinance relating to appropriation of money; the levy of taxes, unless a referendum is specifically authorized by state law; salaries of City officers or employees; ordinances authorizing bonds or other obligations where such ordinance, bonds or other obligations previously have been approved at a City election; or any other ordinance authorizing or otherwise relating to any city bonds or other obligations then outstanding.
- (3) Initiative shall commence by the filing of a petition with the City Clerk, which complies with the following requirements:
  - (a) The form of the proposed petition shall be submitted to the City Clerk prior to its circulation in the City for signature. If a particular proposed petition is not submitted to the City Clerk prior to circulation, or if such a proposed petition is not approved as to form by the City Clerk, then the City Clerk shall not accept that initiative petition for filing.
  - (b) The City Clerk shall indicate in writing on a proposed petition that it is approved as to form if:
    - (i) the petition contains a heading which states that the petition is for the purpose of initiative.
    - (ii) the heading sets forth in full the text of the proposed ordinance.
    - (iii) the petition contains a place for the person signing the petition to write the date, name (printed), address, and signature; and
    - (iv) the petition contains a statement that any person knowingly providing, or causing to be provided, any false information on a petition, forging a signature or signing a petition when that person knows he or she is not a qualified elector in the City of Las Vegas, is guilty of a fourth degree felony.
  - (c) The signed petition shall be filed with the City Clerk and not more than sixty consecutive days following the date upon which the City Clerk approved the petition as to form.
  - (d) The petition shall be signed by not less than twenty-five (25) percent of the number of voters of the City of Las Vegas who voted at the regular municipal election immediately preceding the submission of the proposed petition to the City Clerk.
- (4) The Governing Body shall select a qualified attorney to review and render an opinion as to legality and form any proposed ordinance before it is submitted to the Governing Body for consideration.
- (5) Upon the filing of an initiative petition which has been previously approved as to form, the City Clerk shall verify the initiative petition pursuant to Section 3-1-5 NMSA 1978, and the City Clerk and Governing Body shall perform the duties otherwise required in Section 3-1-5 NMSA 1978, except to the extent that such provisions are inconsistent with this section of the Charter.



- (6) Upon the filing of an initiative petition which has been certified as complying with the requirements of this subsection, the initiated ordinance shall be proposed to the Governing Body for enactment within thirty (30) days of the date of filing the petition.
- (7) If the Governing Body fails to act, acts adversely, or amends any legally proposed ordinance, then the Governing Body must enact an election resolution calling for a special election, pursuant to the special election calendar and procedures of the New Mexico ~~Municipal Election Code~~Local Election Act and New Mexico Special Election Act, for the purpose of submitting the initiated ordinance to the electorate. If the Governing Body fails to enact an election resolution, interested persons shall have recourse to the District Court. If the interested persons prevail, they shall be entitled to reasonable court costs and reasonable attorney fees.
- (8) The ballot shall contain the initiated ordinance and the initiated ordinance as amended, if the Governing Body amends the initiated ordinance. After each version of the initiated ordinance there shall be printed the words: "FOR" and "AGAINST" with spaces for crosses after each word.
- (9) The measure receiving a majority of the votes cast in its favor is adopted. If each measure receives a majority of the votes cast in its favor, the measure receiving the greatest number of votes cast in its favor is adopted.

### **Section 8.03. Referendum.**

- A. The power of Referendum is hereby reserved by the voters of the City.
- B. Except as otherwise provided herein, the provisions of the Local Election Act, the New Mexico Special Election Act, ~~Election Code~~ and New Mexico, and Municipal Election Code ~~and~~ Section 3-1-5, N.M.S.A. (1978), relating to petitions, as they currently exist or may hereafter be amended or suspended, shall govern the exercise of the powers of Referendum.
- C. The following provisions shall govern the right of Referendum:
  - (1) The qualified electors of the City shall have the power to require reconsideration by the Governing Body of any adopted ordinance, except as prohibited by law or this Charter.
  - (2) The power of Referendum shall not extend to: the budget; the capital program; any ordinance relating to appropriation of money; the levy of taxes unless a referendum is specifically authorized by state law; salaries of City officers or employees; zone map amendments; ordinances authorizing bonds or other obligations, where such ordinances, bonds or other obligations previously have been approved at a City election or are revenue bonds; or any other ordinance authorizing or otherwise relating to any city bonds or other obligations then outstanding.
  - (3) Referendum shall be commenced by the filing of a petition with the City Clerk which complies with the following requirements:
    - (a) The form of the proposed petition shall be submitted to the City Clerk prior to its circulation in the City for signature. If a

particular proposed petition is not submitted to the City Clerk prior to circulation, or if such a proposed petition is not approved as to form by the City Clerk, then the City Clerk shall not accept that referendum petition for filing.

- (b) The City Clerk shall indicate in writing on a proposed petition that it is approved as to form if:
  - (i) the petition contains a heading which states that the petition is for the purpose of referendum;
  - (ii) the heading sets forth in full the title of the ordinance which is the subject of the referendum, the ordinance number, if any, and a brief description of the ordinance;
  - (iii) the petition contains a place for the person signing the petition to write the date, name (printed), address, and signature; and
  - (iv) the petition contains a statement that any person knowingly providing, or causing to be provided, any false information on a petition, forging a signature or signing a petition when that person knows he or she is not a qualified elector in the City of Las Vegas, is guilty of a fourth degree felony.
- (c) The signed petition shall be filed with the City Clerk not more than sixty consecutive days following the date at which the Governing Body voted to approve the ordinance.
- (d) The petition shall be signed by not less than twenty-five (25) percent of the number of voters of the City of Las Vegas who voted at the regular municipal election immediately preceding the submission of the proposed petition to the City Clerk.
- (4) Upon the filing of a referendum petition which has been previously approved as to form, the City Clerk shall verify the referendum petition pursuant to Section 3-1-5 NMSA 1978, and the City Clerk and Governing Body shall perform the duties otherwise required in the New Mexico Local Election Act, the New Mexico Special Election Act, and the New Mexico Recall Act, particularly Section 3-1-5 NMSA 1978, except to the extent that such shall select a qualified attorney to review and render an opinion as to legality and form before it is submitted to the Governing Body for consideration.
- (5) Upon the filing of a referendum petition, which has been certified as complying with the requirements of this subsection, the ordinance in question shall be presented to the Governing Body for the purpose of determining whether the Governing Body will repeal the ordinance. If the Governing Body fails to repeal the ordinance in question, then the Governing Body shall enact an election resolution calling for a special election, pursuant to the special election calendar and procedures of the New Mexico ~~Municipal Election Code~~Local Election Act and New Mexico Special Election Act, for the purpose of submitting the ordinance to the electorate.



- (6) The ballot shall contain the text of the ordinance or resolution. Below the text shall be the words: "FOR" and "AGAINST" with spaces for crosses after each word.
- (7) If a majority of the votes cast are in favor of the ordinance, then it shall take effect immediately. If a majority of the votes cast are against the ordinance, it shall not take effect.
- (8) If an ordinance eligible for referendum is an emergency measure, it shall go into effect immediately; but it shall be subject to repeal by a majority vote at a referendum election.
- (9) Any ordinance subject to referendum other than an emergency ordinance shall become effective as provided in Article II herein. Upon certification that a referendum petition regarding such an ordinance complies with the provisions of this subsection, such an ordinance shall be suspended until it is repealed by the Governing Body, rejected at an election, or approved at an election.

#### **Section 8.04. Recall.**

- A. The power of recall is hereby reserved by the voters of the City.
- B. Except as otherwise provided herein, the provisions of the New Mexico Local Election Act, the New Mexico Special Election Act, Election Code and the New Mexico Recall Act, NMSA Chapter 1, Article 25 (the "Recall Act") 1-25-1, et seq., N.M.S.A. 1978, shall govern the exercise of the power of recall under the City Charter.
- C. The Mayor and all the City Councilors are subject to recall.
- D. The following provisions shall govern the right of recall:
  - (1) A written notice of intent to file a petition of recall must be submitted to the City Clerk and must contain a minimum of twenty-five (25) signatures with printed names and addresses of qualified electors residing in the particular council district, or within the city limits for the office of Mayor.
  - (2) Recall shall commence by the filing of a petition with the City Clerk, which complies with the following requirements:
    - (a) The form of the proposed petition shall be submitted to the City Clerk prior to its circulation in the City for signature. If a particular proposed petition is not submitted to the City Clerk prior to circulation, or if such a proposed petition is not approved as to form by the City Clerk, then the City clerk shall not accept that recall petition for filing. If the Governing Body member sought to be recalled is a City Councilor, then the proposed petition for recall may only be filed by qualified electors of that particular ward.
    - (b) The City Clerk shall indicate in writing on a proposed petition that it is approved as to form if:
      - (i) The petition contains a heading which states that the petition is for the purpose of recall;
      - (ii) The heading sets forth the name of the Governing Body member who is the subject of the recall;

- (iii) The recall petition heading shall contain a clear and concise statement specifying the charges alleged to support recall of the named official sufficient to constitute malfeasance in office, misfeasance in office or violation of oath of office;
  - (iv) The petition contains a place for the person signing the petition to write the date, name (printed), address, and signature;
  - (v) The petition contains a statement that any person knowingly providing, or causing to be provided, any false information on a petition, forging a signature or signing a petition when that person knows he or she is not a qualified elector in the City of Las Vegas is guilty of a fourth degree felony; and
  - (vi) Each page of the petition for signatures contains the requirements as specified in subsections (i) through (v) in the heading.
- (c) The signed petition shall be filed with the City Clerk not more than sixty (60) consecutive days following the date upon which the City Clerk approved the petition as to form.
- (d) In the case of the Mayor, the petition shall be signed by a number equal to or more than twenty-five (25) percent of the number of voters who voted at the regular municipal election immediately preceding the filing of the Notice of Intent.
- (e) In the case of a City Councilor, the petition shall be signed by a number equal to or more than twenty-five (25) percent of the number of voters who voted within the Councilor's district at the regular municipal election immediately preceding the filing of the Notice of Intent.
- (3) Upon the filing of a recall petition which has been previously approved as to form, the City Clerk shall verify the recall petition, pursuant to Section 3-1-5 NMSA 1978, and the City Clerk and Governing Body shall perform the duties otherwise required in the New Mexico Local Election Act, the New Mexico Special Election Act, and the New Mexico Recall Act, particularly Section 3-1-5 NMSA 1978, except to the extent that such provisions are inconsistent with this section of the Charter.
- (4) Upon the filing of a recall petition which has been certified as complying with the requirements of this section, the Governing Body shall enact an election resolution calling for a special election.
- (5) If the Governing Body member sought to be recalled is a City Councilor, then the special recall election shall be held only in the election district represented by that City Councilor. Only those qualified electors residing in the same council district as the Councilor sought to be recalled shall be eligible to vote.
- (6) At any recall election, the official holding office shall be recalled only if:
  - (a) A majority of the votes cast at the recall election are in favor of recalling the official; and

- (b) This majority equals or exceeds the number of votes the official received when elected.
- (7) If an official is recalled, he or she shall not be eligible to seek that office through election or appointment until the next term has expired.
- (8) If a recall election results are insufficient to support a recall, the official who is the subject of the recall election shall not be subject to recall on the same grounds during the remainder of that official's term of office.

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL





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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-37**

**A RESOLUTION**  
**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING**  
**PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR**  
**LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN**  
**MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH**  
**AMENDMENTS**

**QUESTION SEVEN**

WHEREAS, the City of Las Vegas (“City”) Governing Body appointed a Charter Commission (“Commission”) to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance No. 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City’s legal counsel draft the Governing Body’s proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City’s legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission’s suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission’s suggested amendments recommend that Sections 9.01 9.02, and 9.03 of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE IX. — CONFLICT OF INTEREST, ETHICS**

### Section 9.01. New Mexico Governmental Conduct Act.

The New Mexico Governmental Conduct Act, Section 10-16-1, N.M.S.A 1978 et seq., shall apply to and govern the ethical principles of public service for the City's elected officials, appointees, board, commission, and committee members, employees and all other representatives of the City covered by the Act. Independent from and in addition to the New Mexico Governmental Conduct Act, the ethical principles of this Article shall also apply as stated herein.

### Section 9.021. Conflict of Interest.

**A. Definitions.** The following definitions shall be applicable when the defined terms are used in this section.

- (1) "Board, Commission or Committee Member" means any voting member of a City board, commission, committee or similar appointed body.
- (2) "Business" means a corporation, partnership, sole proprietorship, firm, organization, or individual carrying on a business.
- (3) "City Employee" means the City Manager, Appointed Officers, Department Directors, and any other person who is not an elected official of the City and who receives compensation in the form of a salary from the City.
- (4) "Controlling Interest" means an interest which is greater than twenty (20) percent.
- (5) "Contract" means an agreement to purchase or obtain services, construction or items of personal property with a value of five hundred dollars (\$500.00) or more, but shall not include a contract of employment with the City.
- (6) "Employment" means rendering of services for compensation in the form of salary as an employee.
- (7) "Financial Interest" means an interest held by a person, that person's spouse or domestic partner, or minor children, which is:
  - (a) Any ownership interest in a business; or
  - (b) Any employment or prospective employment for which negotiations have already begun.
- (8) "Official Act" means an official decision, recommendation, approval, disapproval or other action which involves the use of discretionary authority.

**B. Disclosure and Voting.** In addition to any other applicable provision of law, the provisions of this section shall govern disclosure and voting by the Mayor and City Councilors as follows:

- (1) The Mayor or any Councilor who has a financial interest (including property ownership) in the outcome of any policy, decision, or determination before the Governing Body, shall disclose to the other members of the Governing Body the nature of the financial interest, and the disclosure shall be recorded by the Clerk as part of the minutes of the meeting at which the disclosure is made.

- (2) Disclosure of financial interest or possible interest on any issue coming before the Governing Body shall not disqualify a member of the Governing Body from voting on the issue, unless:
  - (a) A majority of the remaining members of the Governing Body determine that the member who discloses his financial interest should not in propriety vote on the issue; or
  - (b) The member having a financial interest or possible interest in the issue voluntarily disqualifies himself.

**C. Disqualification.** All City employees and board, commission and committee members shall disqualify themselves from participating in any official act directly affecting a business in which that employee or board, commission or committee member has a financial interest (including property ownership). The governing Body may grant an exception from the requirements of this subsection by action in which it sets forth the reasons for its action.

**D. Gifts.** No City elected or appointed official, employee, or board, commission or committee member shall request, receive or accept a gift or loan, or request, receive or accept a gift on behalf of any other person, if:

- (1) It tends to influence the official, employee, or board, commission or committee member in the discharge of any official act, or if the donor's financial interest would tend to be affected by the official action; or
- (2) The official, employee or board, commission or committee member has, within the prior two years, engaged in any official act directly affecting the donor or lender; or
- (3) A reasonable person would conclude that the gift would tend to influence or was intended to influence the official's action; or
- (4) The official, employee, or board, commission or committee member knows the donor or lender will be directly affected by a future official act of the official, employee, or board, commission or committee member.

The prohibitions expressed herein shall not apply to bona fide gifts of a personal nature, such as Christmas, birthday gifts and the like, provided that none of the above factors is present.

**E. Gifts-Exceptions.** The prohibitions specified herein shall not apply to:

- (1) An occasional non-pecuniary gift, insignificant in value;
- (2) An award publicly presented in recognition of public service;
- (3) A commercially reasonable loan made in the ordinary course of business of making loans; or

**F. Contracts.** The City shall not enter into any contract for goods or services with any City elected official or City employee, with any former City elected official or City employee who was a City elected official or City employee during the immediate prior twelve months, or with the spouse or domestic partner of any of the above, or with a business in which such current or former City elected official or employee has a controlling interest, unless:

- (1) The existence of any controlling interest is disclosed; and
- (2) The contract is entered into after public notice and competitive bidding or competitive sealed proposals in which price is a factor.



- G. Enforcement.** The Governing Body shall adopt ordinances and provide for fines necessary to implement the provisions of this Article. Enforcement shall be delegated to the Campaign and Ethics Board.

**Section 9.032. Holding Other Office.**

- A.** Except as authorized by state law, no elected officer of the City shall hold any other partisan elected public office during the term for which the member was elected. Holding non-partisan elected public office is permitted. Any such state law authorization shall be specific, and is not to [SN1]be implied by silence. Upon swearing in and assumption of any such other office, the elected officer shall be deemed to have forfeited the City office.
- B.** No elected officer of the City shall hold any other City officer or be employed by the City during the term for which the member was elected.
- C.** No former Mayor or Councilor shall be employed by the City until one (1) year after the expiration of the term for which the member was elected.
- D.** Nothing in this section shall be construed to prohibit the Governing Body from selecting any current or former Mayor or Councilor to represent the City before any other governmental entity.

**Section 9.043. Political Activity.**

- A.** No person shall engage in fund raising or campaigning in City offices regarding any ballot measure at a City election.
- B.** No person shall be disciplined or dismissed from City employment for failure or refusal to pay or promise to pay any assessment, subscription or contribution to any political group, organization or campaign for municipal office, provided, that nothing herein shall prohibit or limit voluntary contributions to municipal election campaigns.
- C.** Any City employee who becomes a candidate for municipal elective office of the City of Las Vegas shall, upon filing a declaration of candidacy, take a leave of absence without pay, use accrued vacation time, or both, not later than thirty (30) days prior to the date of the municipal election. The City shall grant any such requested leave of absence.
- D.** No employee of the City shall engage in any campaigning, fundraising or other political activity involving any municipal election while on duty.
- E.** The Governing Body shall adopt an ordinance providing for implementation and enforcement of this section.

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";



WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to “file a resolution proposing the ballot question” with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

#### CONFLICT OF INTEREST, ETHICS

Shall the City amend Article IX of the City of Las Vegas Municipal Charter to add Section 9.01, specifying the New Mexico Governmental Conduct Act as governing authority over the City’s elected officials, appointees, board, commission, and committee members, employees and all other representatives of the City covered by the Act; and to specify in Section 9.02 that no elected officer shall hold any other partisan elected public office?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City’s Charter:

#### ARTICLE IX. — CONFLICT OF INTEREST, ETHICS

##### Section 9.01. New Mexico Governmental Conduct Act.

The New Mexico Governmental Conduct Act, Section 10-16-1, N.M.S.A 1978 et seq., shall apply to and govern the ethical principles of public service for the City’s elected officials, appointees, board, commission, and committee members, employees and all other representatives of the City covered by the Act. Independent from and in addition to the New Mexico Governmental Conduct Act, the ethical principles of this Article shall also apply as stated herein.

##### Section 9.02~~1~~. Conflict of Interest.

- A. **Definitions.** The following definitions shall be applicable when the defined terms are used in this section.
- (1) “Board, Commission or Committee Member” means any voting member of a City board, commission, committee or similar appointed body.
  - (2) “Business” means a corporation, partnership, sole proprietorship, firm, organization, or individual carrying on a business.

- (3) "City Employee" means the City Manager, Appointed Officers, Department Directors, and any other person who is not an elected official of the City and who receives compensation in the form of a salary from the City.
- (4) "Controlling Interest" means an interest which is greater than twenty (20) percent.
- (5) "Contract" means an agreement to purchase or obtain services, construction or items of personal property with a value of five hundred dollars (\$500.00) or more, but shall not include a contract of employment with the City.
- (6) "Employment" means rendering of services for compensation in the form of salary as an employee.
- (7) "Financial Interest" means an interest held by a person, that person's spouse or domestic partner, or minor children, which is:
  - (a) Any ownership interest in a business; or
  - (b) Any employment or prospective employment for which negotiations have already begun.
- (8) "Official Act" means an official decision, recommendation, approval, disapproval or other action which involves the use of discretionary authority.

**B. Disclosure and Voting.** In addition to any other applicable provision of law, the provisions of this section shall govern disclosure and voting by the Mayor and City Councilors as follows:

- (1) The Mayor or any Councilor who has a financial interest (including property ownership) in the outcome of any policy, decision, or determination before the Governing Body, shall disclose to the other members of the Governing Body the nature of the financial interest, and the disclosure shall be recorded by the Clerk as part of the minutes of the meeting at which the disclosure is made.
- (2) Disclosure of financial interest or possible interest on any issue coming before the Governing Body shall not disqualify a member of the Governing Body from voting on the issue, unless:
  - (a) A majority of the remaining members of the Governing Body determine that the member who discloses his financial interest should not in propriety vote on the issue; or
  - (b) The member having a financial interest or possible interest in the issue voluntarily disqualifies himself.

**C. Disqualification.** All City employees and board, commission and committee members shall disqualify themselves from participating in any official act directly affecting a business in which that employee or board, commission or committee member has a financial interest (including property ownership). The governing Body may grant an exception from the requirements of this subsection by action in which it sets forth the reasons for its action.

- D. Gifts.** No City elected or appointed official, employee, or board, commission or committee member shall request, receive or accept a gift or loan, or request, receive or accept a gift on behalf of any other person, if:
- (1) It tends to influence the official, employee, or board, commission or committee member in the discharge of any official act, or if the donor's financial interest would tend to be affected by the official action; or
  - (2) The official, employee or board, commission or committee member has, within the prior two years, engaged in any official act directly affecting the donor or lender; or
  - (3) A reasonable person would conclude that the gift would tend to influence or was intended to influence the official's action; or
  - (4) The official, employee, or board, commission or committee member knows the donor or lender will be directly affected by a future official act of the official, employee, or board, commission or committee member.
- The prohibitions expressed herein shall not apply to bona fide gifts of a personal nature, such as Christmas, birthday gifts and the like, provided that none of the above factors is present.
- E. Gifts-Exceptions.** The prohibitions specified herein shall not apply to:
- (1) An occasional non-pecuniary gift, insignificant in value;
  - (2) An award publicly presented in recognition of public service;
  - (3) A commercially reasonable loan made in the ordinary course of business of making loans; or
- F. Contracts.** The City shall not enter into any contract for goods or services with any City elected official or City employee, with any former City elected official or City employee who was a City elected official or City employee during the immediate prior twelve months, or with the spouse or domestic partner of any of the above, or with a business in which such current or former City elected official or employee has a controlling interest, unless:
- (1) The existence of any controlling interest is disclosed; and
  - (2) The contract is entered into after public notice and competitive bidding or competitive sealed proposals in which price is a factor.
- G. Enforcement.** The Governing Body shall adopt ordinances and provide for fines necessary to implement the provisions of this Article. Enforcement shall be delegated to the Campaign and Ethics Board.

#### **Section 9.032. Holding Other Office.**

- A.** Except as authorized by state law, no elected officer of the City shall hold any other partisan elected public office during the term for which the member was elected. Holding non-partisan elected public office is permitted. Any such state law authorization shall be specific, and is not to be implied by silence. Upon swearing in and assumption of any such other office, the elected officer shall be deemed to have forfeited the City office.
- B.** No elected officer of the City shall hold any other City officer or be employed by the City during the term for which the member was elected.

- C. No former Mayor or Councilor shall be employed by the City until one (1) year after the expiration of the term for which the member was elected.
- D. Nothing in this section shall be construed to prohibit the Governing Body from selecting any current or former Mayor or Councilor to represent the City before any other governmental entity.

**Section 9.043. Political Activity.**

- A. No person shall engage in fund raising or campaigning in City offices regarding any ballot measure at a City election.
- B. No person shall be disciplined or dismissed from City employment for failure or refusal to pay or promise to pay any assessment, subscription or contribution to any political group, organization or campaign for municipal office, provided, that nothing herein shall prohibit or limit voluntary contributions to municipal election campaigns.
- C. Any City employee who becomes a candidate for municipal elective office of the City of Las Vegas shall, upon filing a declaration of candidacy, take a leave of absence without pay, use accrued vacation time, or both, not later than thirty (30) days prior to the date of the municipal election. The City shall grant any such requested leave of absence.
- D. No employee of the City shall engage in any campaigning, fundraising or other political activity involving any municipal election while on duty.
- E. The Governing Body shall adopt an ordinance providing for implementation and enforcement of this section.

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL







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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-38**

**A RESOLUTION**

**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH AMENDMENTS**

**QUESTION EIGHT**

WHEREAS, the City of Las Vegas (“City”) Governing Body appointed a Charter Commission (“Commission”) to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance No. 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City’s legal counsel draft the Governing Body’s proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City’s legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission’s suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission’s suggested amendments recommend that Sections 10.01, 10.02(B), and 10.03(B) of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE X. — TRANSITIONAL PROVISIONS**

**Section 10.01. Effective Date.** This Charter, as amended, shall take effect for all purposes on ~~the second Monday~~ January 1, 2026, following the regular ~~municipal-local~~ election in ~~March, 2012~~ November 2025.

**Section 10.02. Officers and Employees.**

- A. Rights and Privileges Preserved. Except as otherwise specifically provided herein, nothing in this Charter shall affect or impair the rights or privileges of persons who are appointed City officers or employees at the time of its effective date. Upon the effective date of this Charter, all appointed officers and employees of the City shall remain in office until removed as provided for or as authorized in this Charter.
- B. Personnel System. Any person who is a merit employee of the City at the ~~time~~ time this Charter becomes effective shall remain in the same legal status as existed prior to the effective date of the Charter, and shall remain subject to the City personnel system.

**Section 10.03. Saving of Consolidation and Repeal of Existing Charter.**

- A. **Saving of Consolidation.** The City of Las Vegas has heretofore adopted a Consolidation and Charter, dated March, 1970, and amended from time to time. The Consolidation portion of that document, designated as "First Part" and providing for the consolidation of the Town of Las Vegas and the City of Las Vegas is reaffirmed and adopted by this Charter except to the extent of any inconsistency, in which case the provisions of this Charter shall prevail.
- B. **Repeal of Existing Charter.** The City Charter portion of the aforesaid document, designated as "Second Part" and providing for municipal Charter for the City, is hereby repealed except to the extent, if any, that said Charter ratifies, affirms, authorizes or otherwise establishes the consolidation of the Town of Las Vegas and the City of Las Vegas. Any such ratification, affirmation, authorization or establishment is expressly saved and incorporated herein for all purposes and is newly ratified by enactment of this Charter, as amended.

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.



NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

#### TRANSITIONAL PROVISIONS

Should the Las Vegas Municipal Charter Article X be amended to revise the effective date of the Charter, and to edit two typographical errors?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City's Charter:

#### ARTICLE X. — TRANSITIONAL PROVISIONS

**Section 10.01. Effective Date.** This Charter, as amended, shall take effect for all purposes on the second Monday January 1, 2026, following the regular municipal-local election in March, 2012November 2025.

#### **Section 10.02. Officers and Employees.**

- A. Rights and Privileges Preserved. Except as otherwise specifically provided herein, nothing in this Charter shall affect or impair the rights or privileges of persons who are appointed City officers or employees at the time of its effective date. Upon the effective date of this Charter, all appointed officers and employees of the City shall remain in office until removed as provided for or as authorized in this Charter.
- B. Personnel System. Any person who is a merit employee of the City at the tometime this Charter becomes effective shall remain in the same legal status as existed prior to the effective date of the Charter, and shall remain subject to the City personnel system.

#### **Section 10.03. Saving of Consolidation and Repeal of Existing Charter.**

- A. **Saving of Consolidation.** The City of Las Vegas has heretofore adopted a Consolidation and Charter, dated March, 1970, and amended from time to time. The Consolidation portion of that document, designated as "First Part" and providing for the consolidation of the Town of Las Vegas and the City of Las Vegas is reaffirmed and adopted by this Charter except to the extent of any inconsistency, in which case the provisions of this Charter shall prevail.

- B.** Repeal of Existing Charter. The City Charter portion of the aforesaid document, designated as “Second Part” and providing for municipal Charter for the City, is hereby repealed except to the extent, if any, that said Charter ratifies, affirms, authorizes or otherwise establishes the consolidation of the Town of Las Vegas and the City of Las Vegas. Any such ratification, affirmation, authorization or establishment is expressly saved and incorporated herein for all purposes and is newly ratified by enactment of this Charter, as amended.

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA, ESQ., CITY’S LEGAL COUNSEL





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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-39**

**A RESOLUTION**

**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING  
PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR  
LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN  
MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH  
AMENDMENTS**

**QUESTION NINE**

WHEREAS, the City of Las Vegas ("City") Governing Body appointed a Charter Commission ("Commission") to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City's legal counsel draft the Governing Body's proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City's legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to Section 1-16-3(B) NMSA 1978, shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission's suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, according to the Charter Commission's suggested amendments, the Commission recommends that, if both Question One and this Question Nine of the November 4, 2025, election are approved, then the language of Question One shall be applied first and the language of this Question Nine shall be applied second;

WHEREAS, specifically, the Commission's suggested amendments recommend that Sections 2.01(B) and 2.03(B) and (C) of the City of Las Vegas Municipal Charter be amended to read as follows:

## ARTICLE II. — GOVERNING BODY

### Section 2.01. Corporate Authority.

- B. The corporate authority of the City shall be vested in the Governing Body, which shall consist of eight (8)~~five (5)~~ City Councilors, four of whom~~who~~ shall be elected by from four dual-member districts numbered one through four and one of whom shall be elected by the City at large to represent all City residents, which and shall collectively comprise the City Council, and a Mayor who shall be the presiding officer of the Governing Body.

### Section 2.03. Qualifications and Election of Councilors.

- B. ~~One (1)~~Two (2) Councilors shall be elected by the qualified electors in each of the City council districts. ~~Elected Councilors and candidates shall physically reside within the districts they represent.~~
- C. Councilors shall each be elected for terms of four (4) years, with two~~four~~ districts electing Councilors in each general municipal election, ~~thereby allowing for staggered Council terms. The terms of office of the two councilors from each district shall be staggered so that one councilor shall be elected from each district at each regular municipal election. At the general regular municipal election of March 2012~~November 2027, the following shall occur: two (2) Councilors shall be elected for the two (2) positions whose terms expire at that election. The remaining two (2) Councilors shall continue to serve until the expiration of their terms and the election of Councilors in the March 2014 regular election. Thenceforth, in each general municipal election, two districts shall elect Councilors.
- 1) Ward 1, Position 1 – Election for four-year term
  - 2) Ward 1, Position 2 – Election for initial two-year term, then four-year terms thereafter
  - 3) Ward 2, Position 1 – No election, four-year term ends in 2029
  - 4) Ward 2, Position 2 – Election for four-year term
  - 5) Ward 3, Position 1 – No election, four-year term ends in 2029
  - 6) Ward 3, Position 2 – Election for four-year term
  - 7) Ward 4, Position 1 – Election for four-year term
  - 8) Ward 4, Position 2 – Election for initial two-year term, then four-year terms thereafter

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;



WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter “by a proposal submitted to the governing body of the municipality to the qualified electors”;

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to “file a resolution proposing the ballot question” with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

#### INCREASING COUNCILORS FROM FOUR TO EIGHT MEMBERS

Should the City amend the Las Vegas Municipal Charter Article II to require that the City’s Charter review commission consist of eight members, elected from four dual-member districts, for terms of four (4) years, with staggered terms of office between the two councilors from each district, and detailing the positions up for election in November 2027?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City’s Charter:

### ARTICLE II. — GOVERNING BODY

#### Section 2.01. Corporate Authority.

- B. The corporate authority of the City shall be vested in the Governing Body, which shall consist of eight (8)~~five (5)~~ City Councilors, ~~four of whom~~who shall be elected ~~by~~from four dual-member districts numbered one through four ~~and one of whom shall be elected by the City at large to represent all City residents, which~~and shall collectively comprise the City Council, and a Mayor who shall be the presiding officer of the Governing Body.

#### Section 2.03. Qualifications and Election of Councilors.

- B. ~~One (1)~~Two (2) Councilors shall be elected by the qualified electors in each of the City council districts. ~~Elected Councilors and candidates shall physically reside within the districts they represent.~~

C. Councilors shall each be elected for terms of four (4) years, with ~~two~~ four districts electing Councilors in each general municipal election, ~~thereby allowing for staggered Council terms~~. The terms of office of the two councilors from each district shall be staggered so that one councilor shall be elected from each district at each regular municipal election. At the ~~general~~ regular municipal election of ~~March 2012~~ November 2027, the following shall occur: ~~two (2) Councilors shall be elected for the two (2) positions whose terms expire at that election. The remaining two (2) Councilors shall continue to serve until the expiration of their terms and the election of Councilors in the March 2014 regular election. Thenceforth, in each general municipal election, two districts shall elect Councilors.~~

- 1) Ward 1, Position 1 – Election for four-year term
- 2) Ward 1, Position 2 – Election for initial two-year term, then four-year terms thereafter
- 3) Ward 2, Position 1 – No election, four-year term ends in 2029
- 4) Ward 2, Position 2 – Election for four-year term
- 5) Ward 3, Position 1 – No election, four-year term ends in 2029
- 6) Ward 3, Position 2 – Election for four-year term
- 7) Ward 4, Position 1 – Election for four-year term
- 8) Ward 4, Position 2 – Election for initial two-year term, then four-year terms thereafter

BE IT FURTHER RESOLVED that, if both Question One and this Question Nine of the November 4, 2025, election are approved, then the language of Question One shall be applied first and the language of this Question Nine shall be applied second;

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:



GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL



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

**Meeting Date:** August 13, 2025

**Date Submitted:** 8/8/25

**Department:** City Clerk

**Item/Topic:** Request approval of Resolution No's 25- 31 through 25-40 ( 10 Ballot Questions) approving proposed charter amendments and authorizing placement of ballot questions on the ballot of the Regular Local Election for the City of Las Vegas in the County of San Miguel on November 4, 2025 for the purpose of voting on such amendments.

**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:

Reviewed By:

City Manager

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

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

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

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

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 25-40**

**A RESOLUTION**

**APPROVING PROPOSED CHARTER AMENDMENTS AND AUTHORIZING  
PLACEMENT OF BALLOT QUESTIONS ON THE BALLOT OF THE REGULAR  
LOCAL ELECTION FOR THE CITY OF LAS VEGAS IN THE COUNTY OF SAN  
MIGUEL ON NOVEMBER 4, 2025, FOR THE PURPOSE OF VOTING ON SUCH  
AMENDMENTS**

WHEREAS, the City of Las Vegas ("City") Governing Body appointed a Charter Commission ("Commission") to review the City Charter pursuant to Section 1.05 of the Charter;

WHEREAS, the Commission has finished their duties and submitted their suggested Charter amendments to the Governing Body;

WHEREAS, the City adopted Ordinance 22-03 opting in to the Regular Local Election;

WHEREAS, the Governing Body has considered said suggested Charter amendments;

WHEREAS, the Governing Body has requested the City's legal counsel draft the Governing Body's proposed Charter amendments;

WHEREAS, the Governing Body, in considering the Charter revisions, may approve, deny, modify, or remand any of the proposed amendments back to the City's legal counsel for further changes;

WHEREAS, each proposed amendment receiving approval by a majority vote of the Governing Body shall be submitted to the qualified voters of the City at the November 4, 2025, Regular Local Election;

WHEREAS, the Governing Body pursuant to NMSA 1-16-3(B) shall adopt a resolution authorizing placement of ballot questions for the Regular Local Election no later than sixty-seven days before the election.

WHEREAS, according to the Charter Commission's suggested amendments, the Commission recommends ten substantive amendments be placed on the ballot for the November 2025 election;

WHEREAS, specifically, the Commission's suggested amendments recommend that Section 2.06 of the City of Las Vegas Municipal Charter be amended to read as follows:

**ARTICLE II. — GOVERNING BODY**  
**Section 2.06. Compensation.**

Annual compensation for the Mayor shall be ~~ten~~fifteen thousand dollars (~~\$15,000.00~~10,000.00) and for each Councilor ~~ten~~fifteen thousand dollars (~~\$15,000.00~~10,000.00), payable in monthly installments. Benefits may be provided by the Council as provided for by state law. An elected official who is a retired member of the New Mexico Public Employee Retirement Association (PERA) shall be subject to the statutes and rules of PERA, as may be amended from time to time, governing contributions to the official's PERA retirement account by the City and by the elected official.

WHEREAS, the Governing Body wishes to submit the above-recommended amendments to the City's voters for approval;

WHEREAS, state law, Section 3-15-16 NMSA 1978, states that a home rule municipality may amend its Charter "by a proposal submitted to the governing body of the municipality to the qualified electors";

WHEREAS, resolution is the formal expression of the will of the Governing Body, and is used by the City to describe a proposed ballot questions and submit it to the electors;

WHEREAS, Section 1-16-3 NMSA 1978, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the ballot question is proposed to be submitted to the voters.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS that the Governing Body hereby proposes to submit the following question on the ballot of the Regular Local Election on November 4, 2025:

INCREASING MAYOR AND COUNCILOR COMPENSATION TO \$15,000

Should the Las Vegas Municipal Charter Article II, Section 2.06 be amended to increase the annual compensation for the Mayor and for each Councilor from ten thousand dollars (\$10,000.00) to fifteen thousand dollars (\$15,000.00), each?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Secretary of State no later than August 29, 2025.

BE IT FURTHER RESOLVED that, if the voters approve the above ballot question, then the following amendments shall be made to the City's Charter:

**ARTICLE II. — GOVERNING BODY**

**Section 2.06. Compensation.**

Annual compensation for the Mayor shall be ~~ten~~fifteen thousand dollars (~~\$15,000.00~~10,000.00) and for each Councilor ~~ten~~fifteen thousand dollars



| (~~\$15,000.00~~~~10,000.00~~), payable in monthly installments. Benefits may be provided by the Council as provided for by state law. An elected official who is a retired member of the New Mexico Public Employee Retirement Association (PERA) shall be subject to the statutes and rules of PERA, as may be amended from time to time, governing contributions to the official's PERA retirement account by the City and by the elected official.

PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF August, 2025.

\_\_\_\_\_  
DAVID ROMERO, MAYOR

ATTEST:

\_\_\_\_\_  
CASANDRA FRESQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
GENO ZAMORA, ESQ., CITY'S LEGAL COUNSEL