

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 20, 2025-Wednesday-5:30 p.m.

**City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

City Council Meetings are

Available via YouTube

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Appointment of Doris Gallegos to the Finance Committee
- VIII. COUNCILORS' REPORTS**
- IX. POLICE CHIEF'S REPORT**
- X. FINANCE REPORT**
- XI. PRESENTATIONS /POSSIBLE DIRECTION(not to exceed 10-15 minutes)**
 - Presentation by Fred Lopez, LOI Engineers regarding the Comprehensive Master Plan proposal

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

- Presentation by Travis Martinez, Water Director giving a status update regarding the Lead and Copper Act.

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 of (MOU) between the City of Las Vegas and Luna Community College.

Lucas Marquez, Community Development Director An MOU was approved by Council on September 18, 2024 and may be renewable annually. The extended term of this agreement will be for one (1) year.

2. Request approval of (MOU) between the City of Las Vegas and the Las Vegas Youth Soccer League.

Lucas Marquez, Community Development Director An MOU was approved by Council on August 12, 2024 and may be renewable annually. The extended term of this agreement will be for one (1) year.

3. Request approval of Resolution No. 25-30 to apply for funding to the Water Trust Board for improvements to the Wastewater collection, conveyance and treatment facilities.

Travis Martinez, Water Director The project type falls under wastewater collection, conveyance and treatment and proposed to plan, design and construct improvements to the wastewater treatment system. The financial assistance requested is in the amount of \$24,300,000.

XIII. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval of an application for Restaurant A – Beer and Wine Only Liquor License with on Premises Consumption Only.

Casandra Fresquez, City Clerk The applicant, Coffee, Tea & Empathy, LLC d/b/a Coffee, Tea & Empathy, 529 Railroad Avenue, Las Vegas, NM 87701 is requesting approval for a Restaurant A – Beer and Wine Only Liquor License with on Premises Consumption Only. The Director of Alcohol Beverage Control Division (ABC) has reviewed the referenced application and granted preliminary approval. The application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publication requirements have been met.

2. Discussion on information for an MOU between the City of Las Vegas, Luna Community College, New Mexico Highlands University and Department of Transportation.

Robert A. Anaya, City Manager This discussion is regarding roads projects and other infrastructure projects.

3. Presentation by State of New Mexico, City Staff and Plexos Group speaking on concepts and recommendations for Water Treatment Plant.

Robert A. Anaya, City Manager

4. Presentation/Discussion and Possible action regarding water distribution and storage.

Robert A. Anaya, City Manager

5. Request approval of a Memorandum of Understanding (MOU) between the City of Las Vegas and the New Mexico Racquet Ball Association.

Lucas Marquez, Community Development Director The New Mexico Racquet Ball Association agrees to lease the Abe Montoya Recreation Center and made available under this agreement, for the sole purpose of World Championships August 26 2025 to August 30, 2025.

6. Request to reschedule the September 17, 2025 Regular Council Meeting to September 15, 2025.

Casandra Fresquez, City Clerk The September 17, 2025 Regular Council Meeting needs to be rescheduled due to the New Mexico Municipal League's (NMML) Annual Conference being held from September 16 through September 19, 2025 in Ruidoso, NM. The voting delegate and the alternate have been selected by the Governing Body to represent the City of Las Vegas. There are also department directors and staff that will be attending.

7. Request approval to award RFP #2025-33 to I&C Solutions, Alpha Southwest and James, Cooke and Hobson for Pump, Motor, Mechanical and Electrical Services and enter into contracts.

Travis Martinez, Water Director RFP #2025-33 was advertised in the Las Vegas Optic, Albuquerque Journal and City website. There were three (3) proposers.

8. Request approval to award RFP #2026-01 to ParkHill & Souder Miller & Associates for Solid Waste facility planning, design and construction phase engineering services and enter into contract.

David Marquez, Gas/Solid Waste Director RFP #2026-01 was advertised in the Las Vegas Optic, Albuquerque Journal and City website. There were two (2) proposers.

9. Request approval to award RFP #2026-02 to Bohannon Huston Inc., Water Works Engineers and Stantec Consulting for Wastewater planning, design and construction phase engineering services and enter into contract.

Travis Martinez, Water Director RFP #2026-02 was advertised in the Las Vegas Optic, Albuquerque Journal and City website. There were seven (7) proposers.

10. Request approval of Memorandum of Understanding (MOU) between the City of Las Vegas and the Fourth Judicial District Court.

Mayor David Romero The purpose of this MOU is to establish a collaborative partnership between the City and the Court for cleanup and restoration of the Community Garden located at the corner of Railroad Avenue and Douglas Avenue and to provide joint support for Recovery Month activities in the City.

11. Request approval of an Intergovernmental Real Estate Lease between the City of Las Vegas and Tierra Y Montes, SWCD.

Robert A. Anaya The purpose of the Lease Agreement is to facilitate Tierra Y Montes, SWCD Mission including but not limited to developing a forestry project in order to encourage the thinning of the watersheds in the area, including the Gallinas Watershed. Thinning of the watersheds will improve water quality and increase the quantity of water available as well as prevent catastrophic wildfire.

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 regarding Professional Contracts for Police Chief and City Clerk

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.

XV. EXECUTIVE SESSION ACTION ITEMS

1. Consideration to extend the Professional Contract for Caleb Marquez, Police Chief through March 31, 2026.
2. Consideration to extend the Professional Contract for Casandra Fresquez, City Clerk through March 31, 2026.

Mayor David Romero The Professional Contracts for Police Chief and City Clerk are currently through December 31, 2025.

XVI. 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



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

Monthly Report
July 2025

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) - July 1 thru July 31 2025.

- a. 299 Traffic Citations
- b. 01 Non-Traffic Citations
- c. 168 Parking Citations
- d. 37 Arrests Made
- e. 26 Animal Control
- a. 03 Burglary Calls 03 Offense Incident Report made from the 03 Burglary Calls
- f. 1476 Calls for Service

II. Communication Division (Dispatch) - July 1 thru July 31 2025.

- a. 1717 Total Calls for Service
- b. 1476 Incoming Calls for Police Department
- c. 222 Incoming Calls for Fire Department
- d. 188 Incoming Calls for AMR Medic
- e. 98 Incoming Calls for Animal Control
- f. 17 Incoming Calls for City Service
- g. 785 Incoming Calls for 9-1-1

III. Animal Care Center Statistics - July 1 thru July 31 2025.

<u>June 2025</u>	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<u>Beginning Shelter Count</u>	90	24	114
Intake from Public (Live Dogs & Cats ONLY)	30	06	36
Adoptions	14	05	19
Outgoing Transfers to Org. Outside Community/Coalition	30	-	30
Return to Owner/Guardian	06	-	06
<u>Dogs & Cats Euthanized</u>			
Healthy	01	-	01
Unhealthy/Untreatable	02	-	02
Died or Lost in Shelter	04	02	06
<u>Ending Shelter Count</u>	63	23	86

July Notes:

- ACC operated a fiesta booth, distributing microchip coupons, information regarding spay/neuter services, and other relevant details about the shelter and available animals for adoption.
- ACC initiated "Doggy Day Out," an initiative allowing adoptable shelter dogs to participate in excursions to explore the town and experience time outside the shelter environment.



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

Information Division (Records) - July 1 thru July 31 2025.

- a. 105 Offense Incident Reports Closed
- b. 35 Traffic Accident Reports Closed
- c. 494 Citations Entered
- d. 122 Customers Attended
- e. 332 Documents Scanned
- f. 32 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- Indexing 2013-2017 Reports for Destruction Order
- Completed Command of the Records Unit Training.
- Completed NCIC Certifications

IV. Street Crimes Investigations/Narcotics/Evidence- July 1 thru July 31 2025.

Street Crimes Unit Cases:

- a. 13 Assigned Cases (Investigated for Follow-Up)
- b. 60 Self Initiated
- c. 03 Arrests Made
- d. 01 Missing Persons
- e. 05 Search Warrants
- f. 16 Closed Cases

Meetings Attended by Street Crimes Unit:

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

V. Evidence Seized: Agents/Investigators/Officers - July 1 thru July 31 2025.

Entered into Evidence/Evidence worked on:

- a. 92 Evidence Cases In
- b. 181 Evidence Items Turned In
- c. 07 Property Released
- d. 03 Firearms Seized (Patrol)
- e. 02 Grams Methamphetamine (Patrol)
- f. 4.5 Suboxone Strips
- g. 01 Fentanyl Pill
- h. 01 Gram Cocaine
- i. 01 Gram Marijuana
- j. 16 Cases at NMDPS Lab
- k. 623 IPREA Request CD-R/DVD-R

Notes:

Detectives conducted background investigations for six (6) Las Vegas Police Department officer applicants.



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

VI. Travel/Training - July 1 thru July 31 2025.

Information Only Travel:

- Five (5) Information Only Travel for the Month of July 2025.

Travel

- Two (2) Police Cadets (J. Encinias and L. Lucero) are continuing their attendance at the Basic Police Academy, with their training scheduled to conclude in November.
- One (1) Detective J. Ellis attended Response to Resistance training on July 14-18, 2025 in Bernalillo, NM.
- Two (2) information specialists (E. Cleaver & E. Martinez) attended a webinar on Command of Records Unit on July 21, 2025.
- Two (2) Police Officers (N. Marquez & C. Garcia) attended Field Training Officer Instructor training on July 29-31, 2025 in Albuquerque, NM.

VII. Recruiting- July 1 thru July 31 2025.

Recruitment:

Lieutenant Lautalo has put together an Active Recruitment list for July 2025.

- **Police Officers-** Nine (9) applicants are interested in the vacant position. Eight (8) Uncertified and One (1) Certified Police Officer.
- **Communications Specialist-** Three (3) applicants are interested in the vacant positions of Communications Specialist (Dispatcher FT).
- **Animal Control Officer-** Two (2) applicants are interested in the vacant position for Animal Control.
- **Information Specialist (Records)-** Four (4) applicants are interested in the vacant position for Information Specialist.

Notes:

- Eight (8) police officer recruits underwent physical assessment and written examinations.
- Three (3) police officer recruits were interviewed. One has been hired, and two more applicants are pending, having given two weeks' notice to their current employers.
- Three (3) police recruits are in the background phase; interviews will be scheduled in August 2025.
- Three (3) entry-level police officers applicants pending schedule for physical assessment and written in August 2025.
- One (1) Information Specialist background completed; awaiting at least two more completed backgrounds to proceed with interviews.
- Entry-level officer recruitment testing will be held twice a month, contingent on applicant and recruitment scheduling.



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



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

- Other active recruits have applied for various positions. These individuals must complete their Personal History Statement (PHS) before proceeding to the background phase.

VIII. Community Events Attended July 2025

- 137th Annual Fiestas de Las Vegas, July 3-6, 2025.
- The annual Rough Rider Rally was held on July 25-27, 2025.
- Vision of Love July 26, 2025
- Friday Night Al Fresco events took place every Friday in July 2025.

IX. Vacancies as of July 2025:

- a. 1 Police Commander
 - b. 2 Police Lieutenant (Field Ops)
 - c. 1 Police Sergeant (Field Ops)
 - d. 2 Investigator
 - e. 1 Narcotic Agent Sergeant
 - f. 1 Narcotics Agent
 - g. 7 Police Officers
 - h. 1 Communication Specialist (Dispatcher) FT
 - i. 2 Communication Specialist (Dispatcher)PT
 - j. 1 Communication Manager
 - k. 1 Information Specialist (Records)
 - l. 2 Animal Control Officer
 - m. 1 Violent Crime Victims Advocate
- Total: 23 Vacancies**

GENERAL FUND REVENUE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) FY 2025
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	
PROPERTY TAX	1,530,000	1,600,000	133,333	63,459	19,740	1%
GROSS RECEIPT TAX 1.225	5,100,000	5,500,000	458,333	454,135	521,974	9%
FRANCHISE TAX	900,000	800,000	66,667	52,829	48,253	6%
GROSS RECEIPT TAX .75	3,300,000	3,500,000	291,667	297,793	342,278	10%
1/8 INFRASTRUCTURE	530,000	580,000	48,333	46,808	52,338	9%
GRT .25 (JAN 2011)	1,400,000	1,500,000	125,000	120,686	104,367	7%
INTERSTATE TELECOM/COMP TA	0	0	0	6,930	14,102	
LICENSE & FEES	67,000	82,000	6,833	8,487	5,850	7%
INTERGOVERNMENTAL	85,000	85,000	7,083	7,399	-	0%
LOCAL-FINES	105,500	101,000	8,417	5,243	7,635	8%
LOCAL-MISC	2,655,700	2,655,700	221,308	173,246	24,144	1%
TOTAL	15,673,200	16,403,700	1,366,975	1,237,015	1,140,681	7%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)

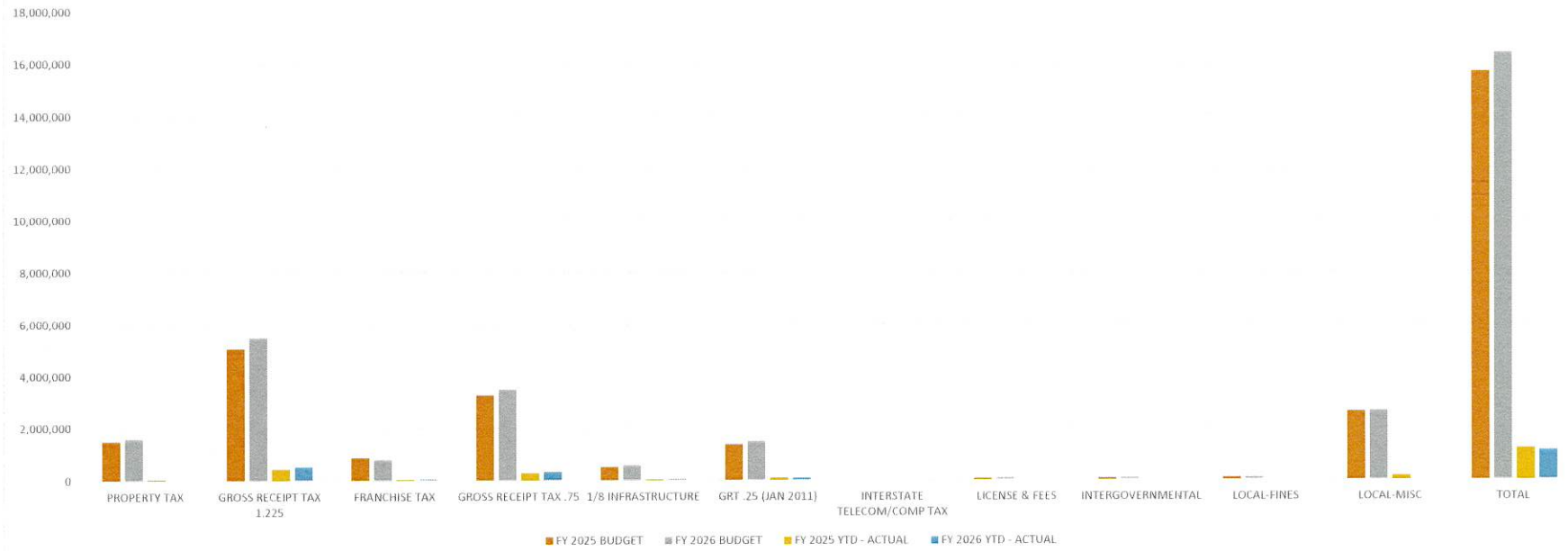
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

FISCAL YEAR 2026

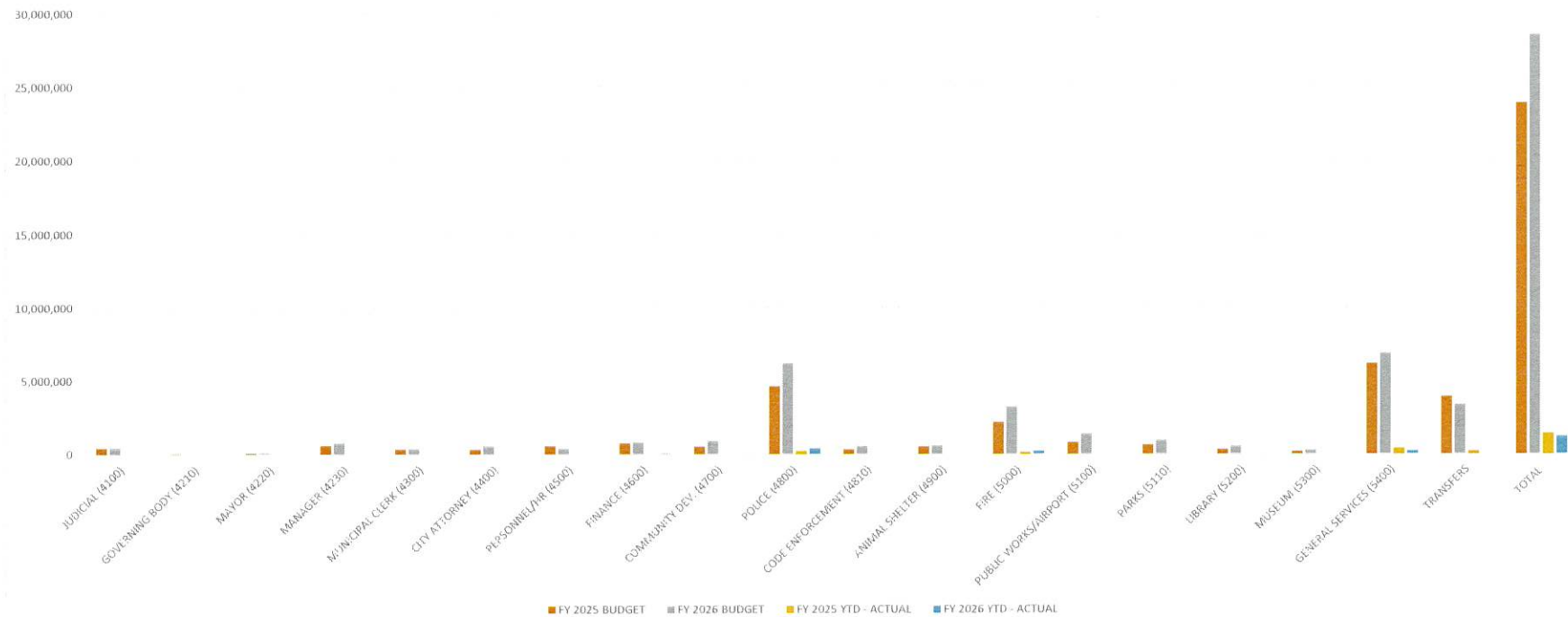
Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	
JUDICIAL (4100)	441,873	453,033	37,753	23,081	29,219	423,814	6%
GOVERNING BODY (4210)	71,895	68,995	5,750	4,558	4,257	64,738	6%
MAYOR (4220)	95,873	125,739	10,478	1,799	10,701	115,038	9%
MANAGER (4230)	616,408	787,745	65,645	21,433	25,821	761,924	3%
MUNICIPAL CLERK (4300)	359,769	392,383	32,699	27,116	23,775	368,608	6%
CITY ATTORNEY (4400)	346,946	556,909	46,409	7,339	94	556,815	0%
PERSONNEL/HR (4500)	577,625	405,130	33,761	45,799	19,483	385,647	5%
FINANCE (4600)	778,179	822,797	68,566	42,331	55,966	766,831	7%
COMMUNITY DEV. (4700)	550,366	909,716	75,810	32,194	47,293	862,423	5%
POLICE (4800)	4,666,989	6,197,734	516,478	255,816	408,759	5,788,975	7%
CODE ENFORCEMENT (4810)	358,222	554,471	46,206	13,789	13,663	540,808	2%
ANIMAL SHELTER (4900)	534,181	576,803	48,067	24,274	44,118	532,685	8%
FIRE (5000)	2,216,023	3,229,377	269,115	180,041	223,147	3,006,230	7%
PUBLIC WORKS/AIRPORT (5100)	849,178	1,376,748	114,729	35,077	32,615	1,344,133	2%
PARKS (5110)	661,411	951,367	79,281	34,323	36,197	915,170	4%
LIBRARY (5200)	347,268	553,170	46,098	29,240	24,425	528,745	4%
MUSEUM (5300)	215,098	275,794	22,983	12,110	3,916	271,878	1%
GENERAL SERVICES (5400)	6,212,220	6,866,092	572,174	430,109	200,224	6,665,868	3%
TRANSFERS	3,954,693	3,364,311	280,359	245,860	0	3,364,311	0%
TOTAL	23,854,217	28,468,314	2,372,360	1,466,289	1,203,671	27,264,643	4%

GENERAL FUND REVENUE



GENERAL FUND EXPENSE



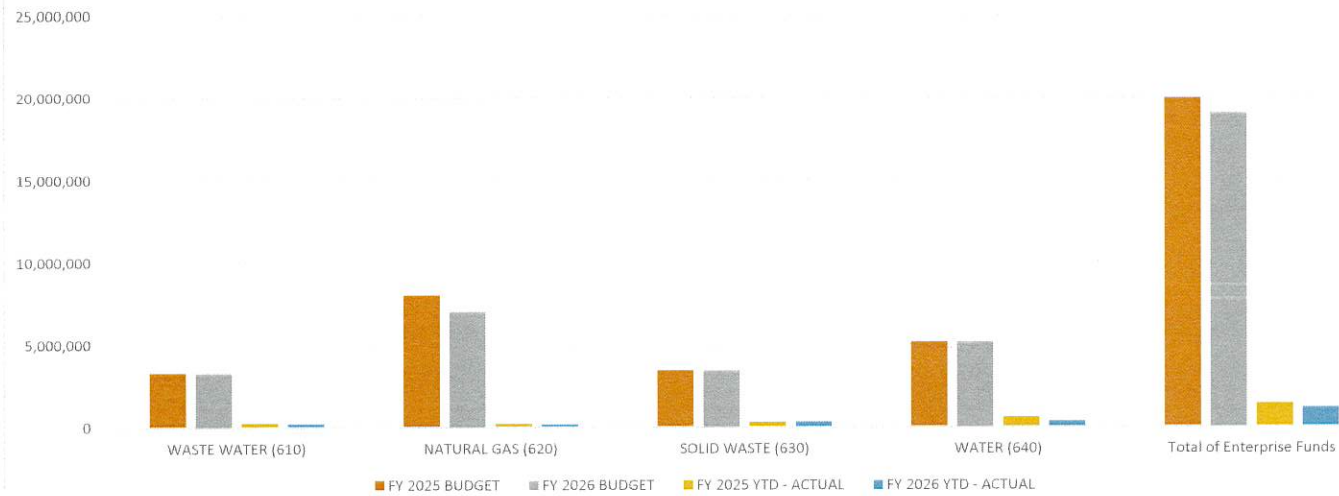
ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

<u>Total Budget to Actual Comparison</u>						
A	B	C	D	E		G (E/B) %
FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL		BUDGET
WASTE WATER (610)	3,321,800	3,321,800	276,817	248,940	241,362	7%
NATURAL GAS (620)	8,037,000	7,042,250	586,854	214,680	202,885	3%
SOLID WASTE (630)	3,440,900	3,440,900	286,742	318,756	352,461	10%
WATER (640)	5,174,220	5,174,220	431,185	612,037	365,263	7%
<i>Total of Enterprise Funds</i>	19,973,920	18,979,170	1,581,598	1,394,413	1,161,971	6%

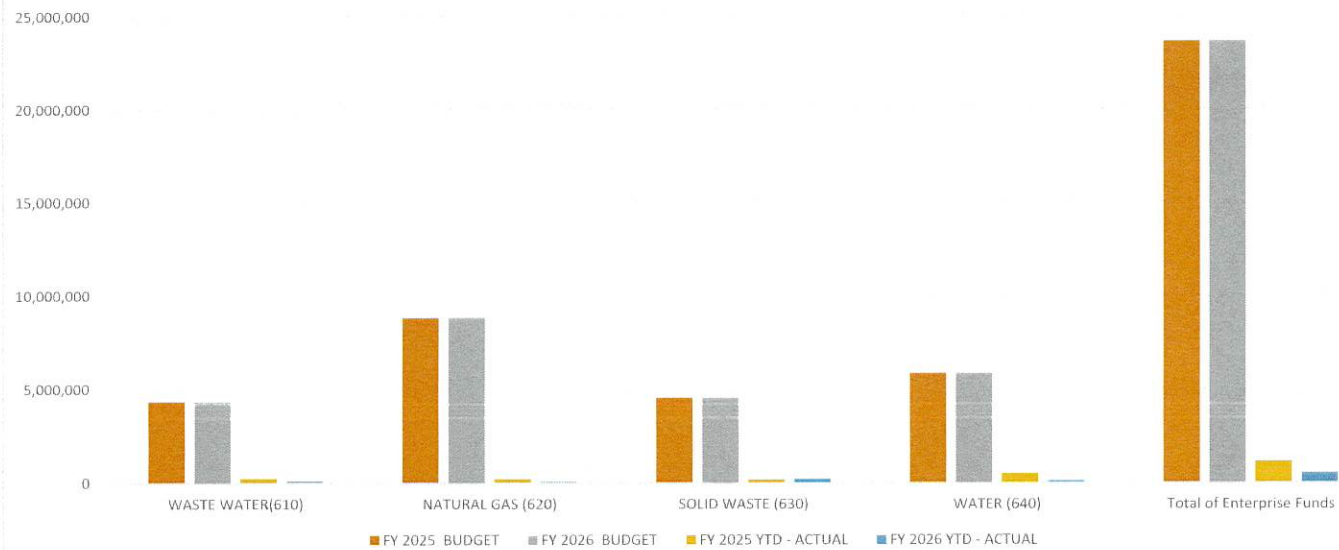
ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

<u>Total Budget to Actual Comparison</u>							
A	B	C	D	E	F		H (E/B) %
FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	VAR.	BUDGET
WASTE WATER(610)	4,355,689	4,355,689	362,974	252,049	117,760	4,237,929	123,602 3%
NATURAL GAS (620)	8,859,405	8,859,405	738,284	215,314	77,817	8,781,588	125,067 1%
SOLID WASTE (630)	4,551,589	4,551,589	379,299	183,288	235,854	4,315,735	116,607 5%
WATER (640)	5,870,871	5,870,871	489,239	498,245	117,929	5,752,942	247,334 2%
<i>Total of Enterprise Funds</i>	23,637,554	23,637,554	1,969,796	1,148,896	549,360	23,088,194	612,610 2%

ENTERPRISE REVENUE



ENTERPRISE EXPENSE



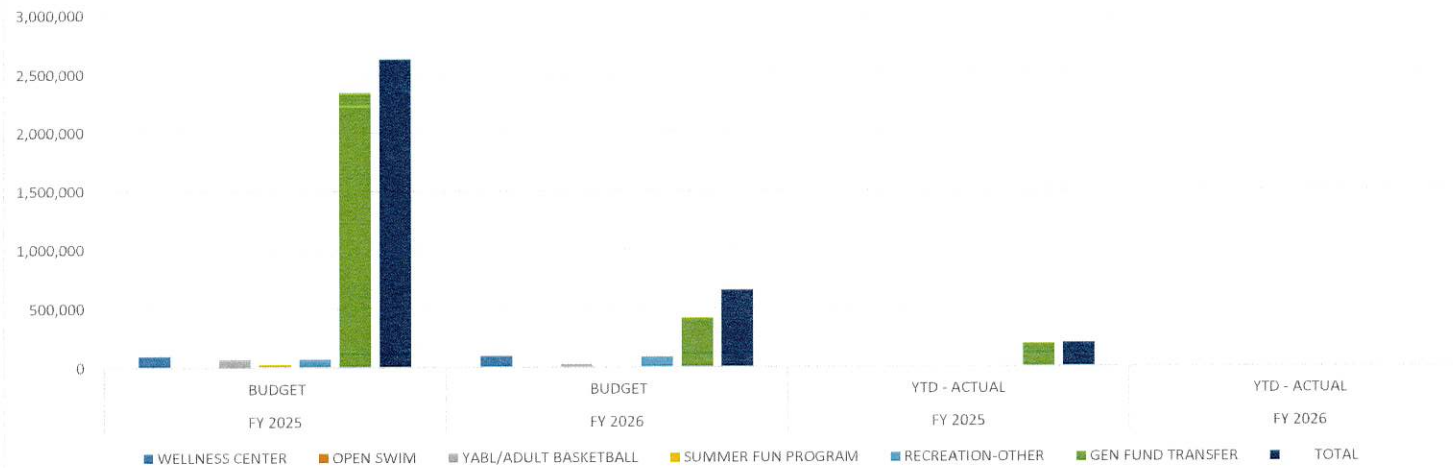
RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	G (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	% REV
WELLNESS CENTER	100,000	100,000	8,333	3,963	5,188	5%
OPEN SWIM	10,000	5,000	417	251	0	0%
YABL/ADULT BASKETBALL	75,000	30,000	2,500	75	1,050	4%
SUMMER FUN PROGRAM	25,000	10,000	833	430	0	0%
RECREATION-OTHER	73,000	91,500	7,625	3,682	2,920	3%
GEN FUND TRANSFER	2,347,617	420,686	35,057	195,556	0	0%
TOTAL	2,630,617	657,186	54,766	203,956	9,158	1%
		236,500				

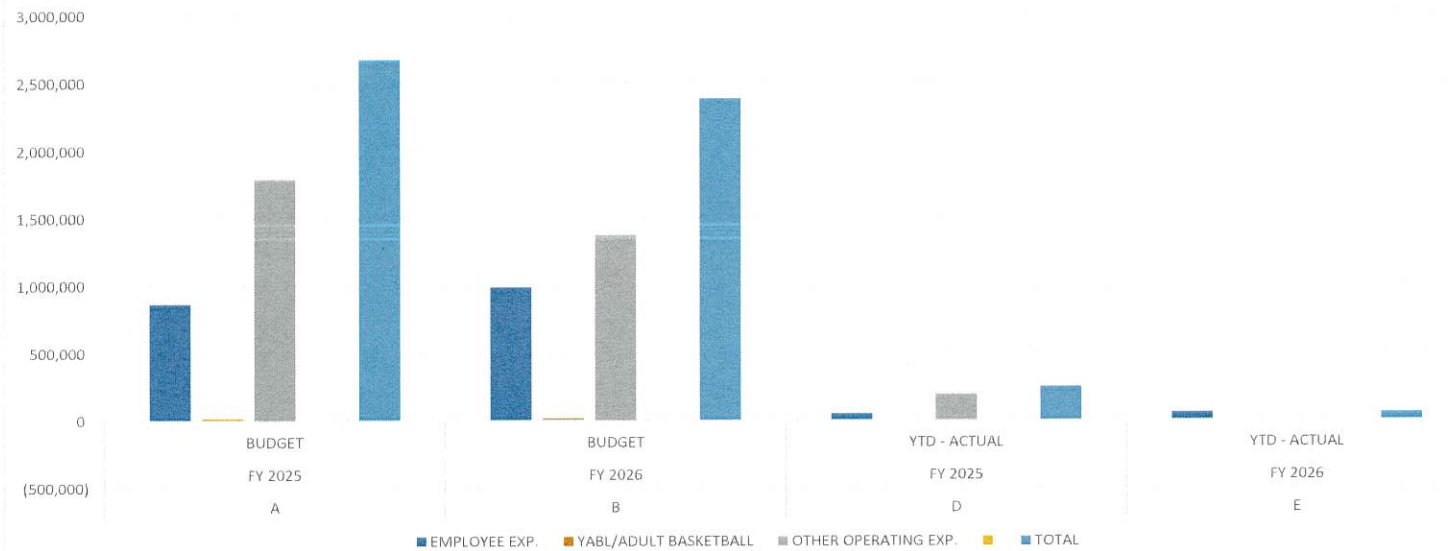
RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	F	H (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	
EMPLOYEE EXP.	867,536	991,218	82,602	51,995	59,862	931,356	6%
YABL/ADULT BASKETBALL	15,081	16,000	1,333	2,056	0	16,000	0%
OTHER OPERATING EXP.	1,792,769	1,378,200	114,850	195,556	(363)	1,378,563	0%
			0				
TOTAL	2,675,386	2,385,418	198,785	249,607	59,500	2,325,918	2%

RECREATION CENTER REVENUE



RECREATION CENTER EXPENSE



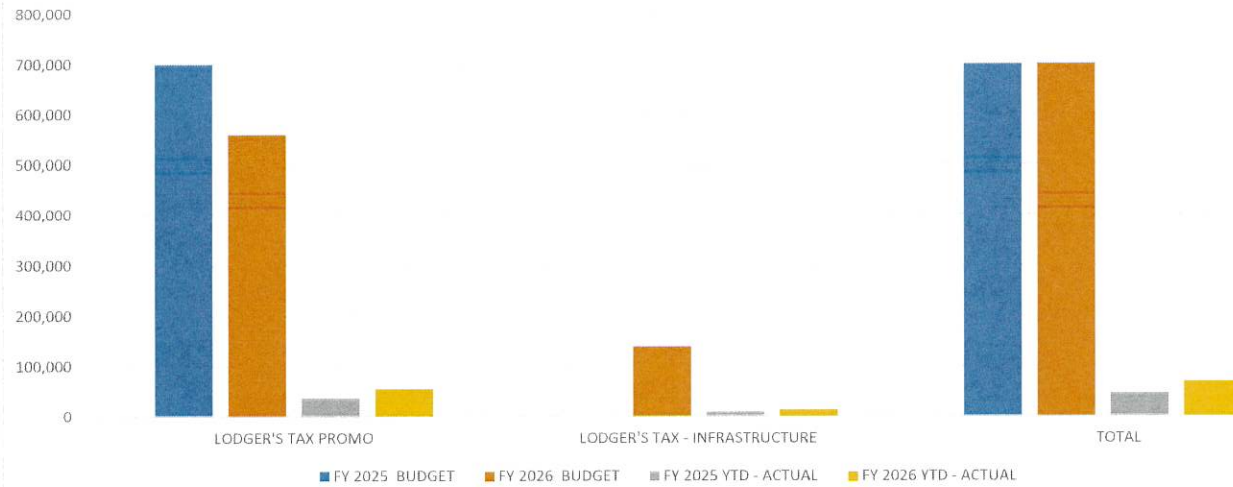
LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	G (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	700,000	560,000	46,667	36,669	56,135	10%
LODGER'S TAX - INFRASTRUCTURE	0	140,000	128,333	9,167	14,034	10%
TOTAL	700,000	700,000	175,000	45,836	70,168	10%

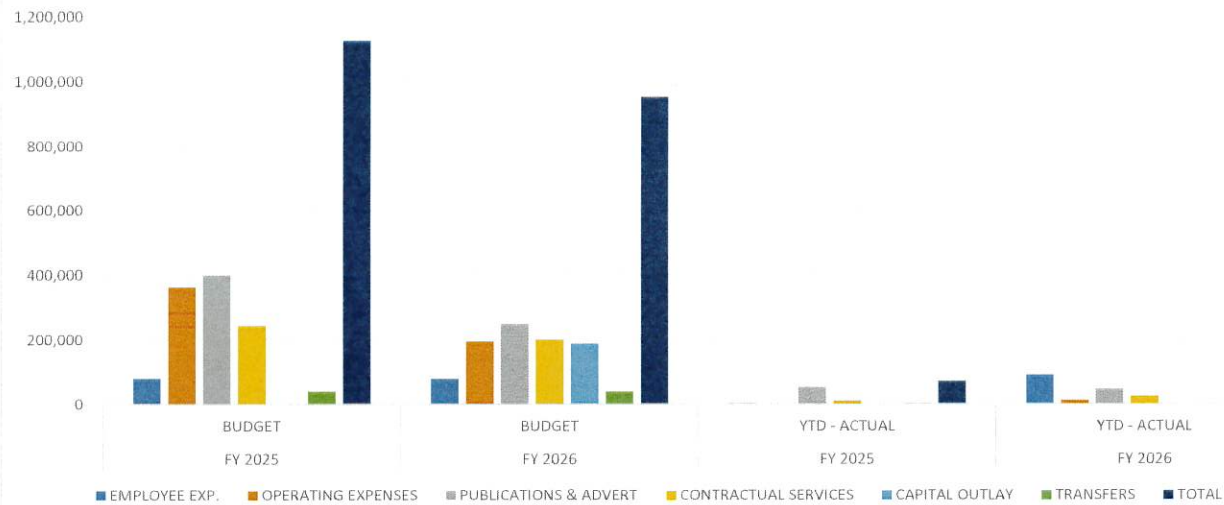
LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	
EMPLOYEE EXP.	80,415	79,465	6,622	3,683	90,807	(11,342)	114%
OPERATING EXPENSES	362,626	194,872	16,239	514	12,614	182,258	6%
PUBLICATIONS & ADVERT	398,922	250,000	20,833	52,888	46,593	203,407	19%
CONTRACTUAL SERVICES	243,037	200,000	16,667	11,250	25,900	174,100	13%
CAPITAL OUTLAY	0	186,914	15,576	0	0	186,914	0%
TRANSFERS	40,000	40,000	3,333	3,332	0	40,000	0%
TOTAL	1,125,000	951,251	79,271	71,667	175,914	775,337	18%

LODGER'S TAX REVENUE



LODGER'S TAX EXPENSE



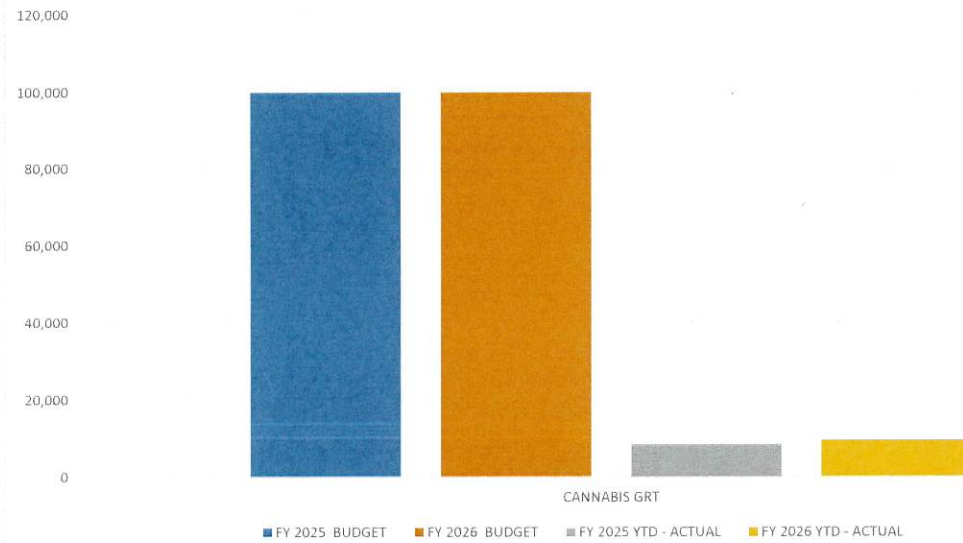
CANNABIS - REVENUE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	G (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	% REV
CANNABIS GRT	100,000	100,000	8,333	8,474	9,520	10%
CANNABIS - CD	0	0	0	0	1,100	
CANNABIS - PD	0	0	0	0	0	
TOTAL	100,000	100,000	8,333	8,474	10,620	11%

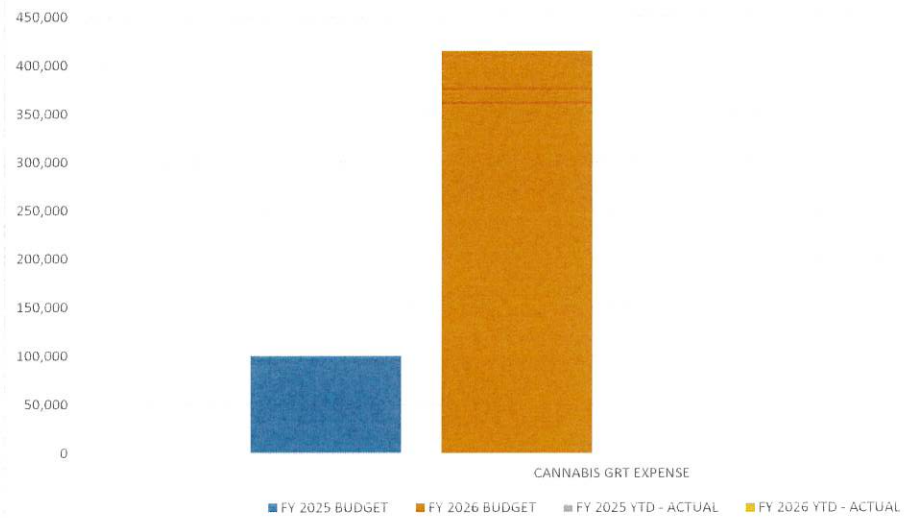
CANNABIS - EXPENDITURE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	F	H (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	% BDGT
CANNABIS GRT EXPENSE	100,000	414,408	34,534	254	286	414,122	0%
TOTAL	100,000	414,408	34,534	254	286	414,122	0%

CANNABIS REVENUE



CANNABIS EXPENSE



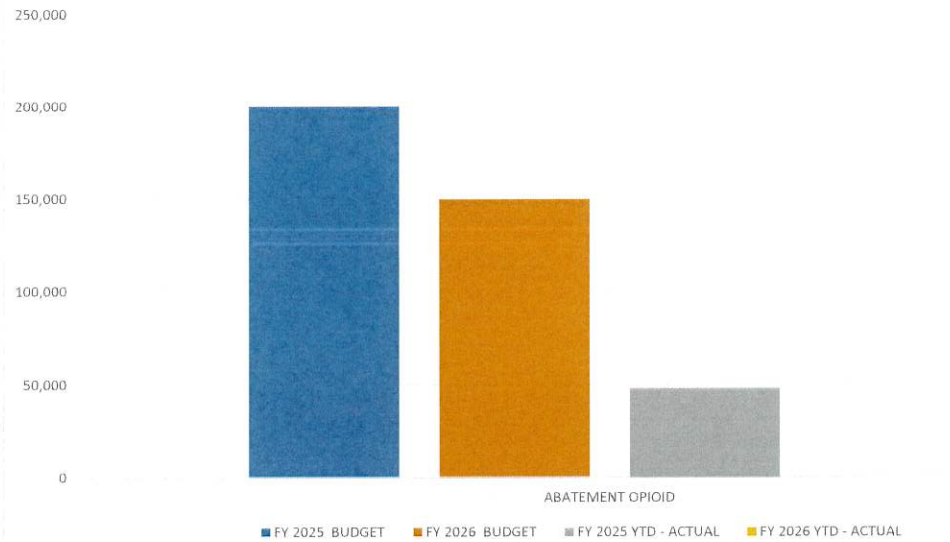
OPIOID - REVENUE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	G (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	% REV
ABATEMENT OPIOID	200,000	150,000	12,500	47,993	0	0%
ABATEMENT OPIOID - PD	0	0	0	0	0	
ABATEMENT OPIOID - FD	0	0	0	0	0	
TOTAL	200,000	150,000	12,500	47,993	0	0%

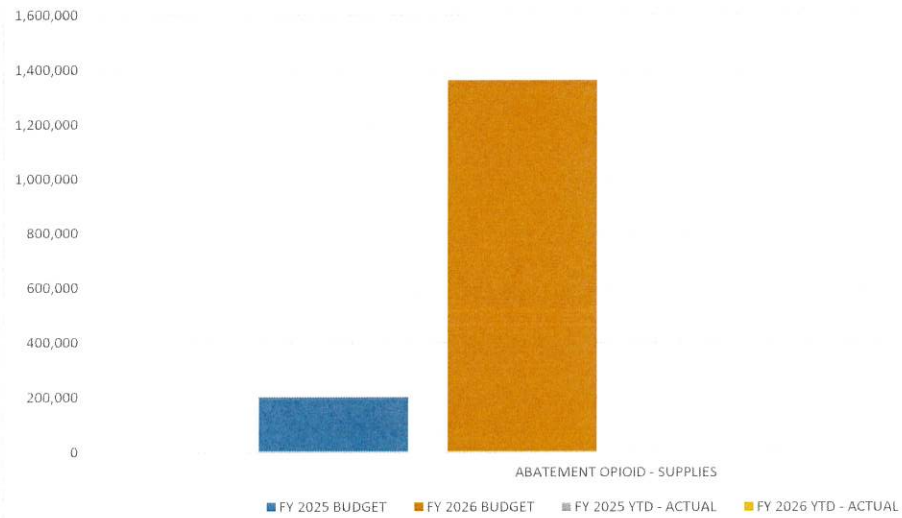
OPIOID - EXPENDITURE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	F	H (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	% BDGT
ABATEMENT OPIOID - SUPPLIES	200,000	1,364,498	113,708	0	0	1,364,498	0%
TOTAL	200,000	1,364,498	113,708	0	0	1,364,498	0%

OPIOID REVENUE



OPIOID EXPENSE



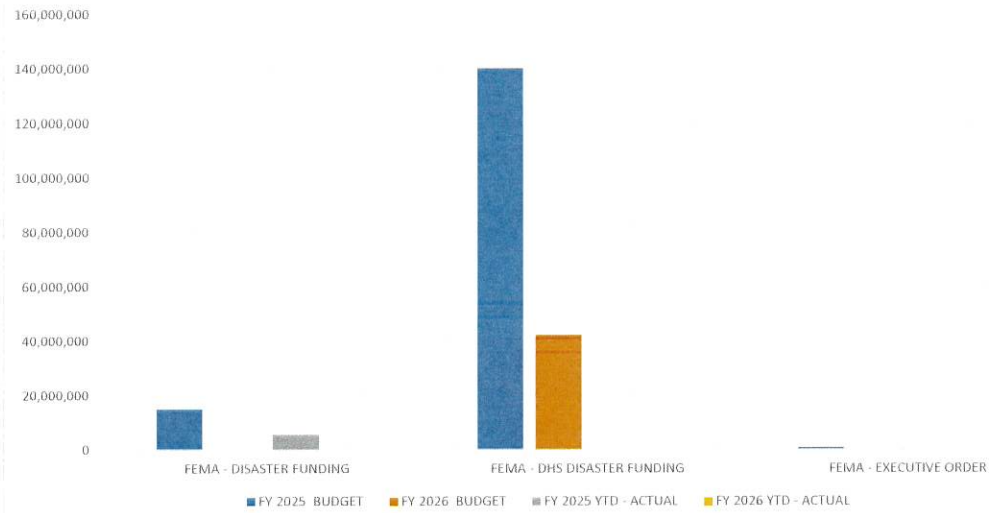
FEMA - REVENUE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	G (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	% REV #DIV/0!
FEMA - DISASTER FUNDING	15,000,000	0	0	5,608,958	0	0%
FEMA - DHS DISASTER FUNDING	140,000,000	42,000,000	3,500,000	0	0	#DIV/0!
FEMA - EXECUTIVE ORDER	750,000	0	0	0	0	0%
TOTAL	15,000,000	42,000,000	3,500,000	5,608,958	0	0%

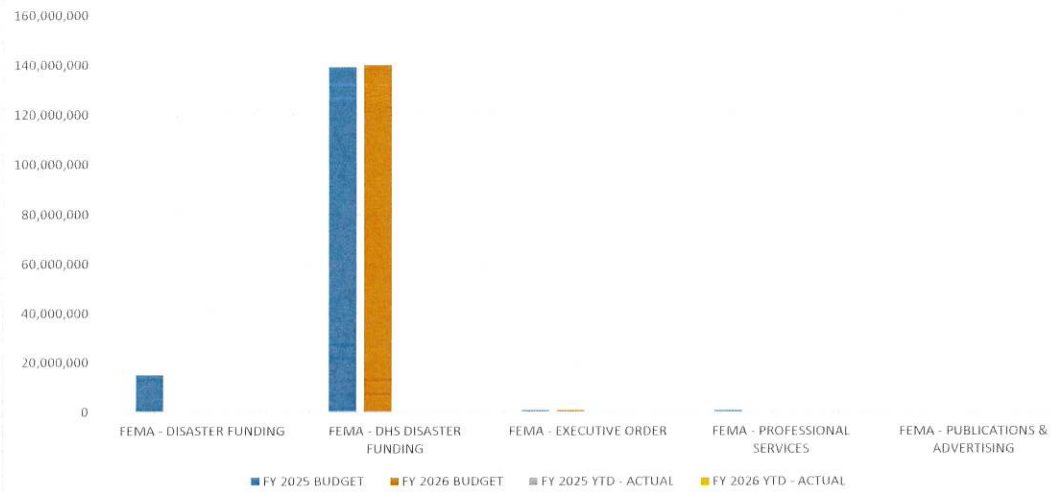
FEMA - EXPENDITURE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026

	A	B	C	D	E	F	H (E/B)
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	% BDGT #DIV/0!
FEMA - DISASTER FUNDING	15,000,000	0	0	0	0	0	0%
FEMA - DHS DISASTER FUNDING	139,247,000	140,000,000	11,666,667	0	0	140,000,000	0%
FEMA - EXECUTIVE ORDER	750,000	750,000	62,500	0	0	750,000	0%
FEMA - PROFESSIONAL SERVICES	750,000		0	0	0	0	#DIV/0!
FEMA - PUBLICATIONS & ADVERTISING	3,000		0	0	0	0	0%
TOTAL	15,000,000	140,750,000	11,729,167	0	0	0	

FEMA REVENUE



FEMA EXPENSE



**GENERAL FUND REVENUE COMPARISON
THRU JULY, 2025 - 8% YEAR LAPSED (1 of 12 months)
FISCAL YEAR 2026**

Cash	8/13/2025
General Fund Pooled Cash (Southwest Capital)	\$ 15,180,962.65
Enterprise Funds Pooled Cash (Community 1st)	<u>\$ 6,861,357.08</u>
TOTAL	\$ 22,042,319.73
Investments/Equivalents	
Certificates of Deposit	
Southwest Capital Bank	\$ 5,000,000.00
Local Government Investment Pool	<u>\$ 117,328,225.95</u>
TOTAL	\$ 122,328,225.95
TOTAL AVAILABLE CASH / INVESTMENTS	\$ 144,370,545.68
Current Yield	4.31%



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

Meeting Date: August 20, 2025

Date Submitted: July 31, 2025

Department: Community Development

Item/Topic: Presentation by Fred Lopez, LOI Engineers regarding proposal of Comprehensive Master Plan.

Fiscal Impact: N/A

Attachments: Mr. Lopez will be making a power point presentation.


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

Approved For Submittal By:

Reviewed By:



Department Director



Finance Director



City Manager

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



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

Meeting Date: August 20, 2025

Date Submitted: 08/08/25

Department: Utilities

Item/Topic: Presentation and status update by Travis Martinez on the Lead and Copper Act.

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:

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 _____



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

Meeting Date: August 20, 2025

Date Submitted: 8/8/25

Department: Community Development

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

An MOU was approved by Council on September 18, 2024 and may be renewable annually. The term of this agreement will be for one (1) year.

Fiscal Impact:

Attachments: MOU


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued : _____
Referred To: _____
Denied _____
Other _____

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

This agreement for Facility Seasonal usage agreement is made and entered into on this _____ day of _____ 2025 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Luna Community College (hereafter "LCC").

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

RECITALS:

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

WHEREAS, Luna Community College agrees to lease the fields at Rodriguez Park Complex, specifically, Henry Martinez baseball field and softball field which are newly turfed and made available under this agreement, buildings to include the concession stand, bathrooms and press box, and equipment, for the sole purpose of Lessee to hold baseball and softball activities during Fall season August 12, 2025 to November 30, 2025 and Spring season January 1, 2026 to May 15, 2026.

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

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

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the above mentioned fields;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:

The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property:** LCC shall pay consideration to CLV in the amount of \$20,000 for use of the property, for the duration of LCC fall and spring season.
2. **Expiration of the Agreement:** LCC agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficiently to satisfy CLV, LCC shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Additional equipment:** Any equipment furnished by LCC, shall be brought in, set up and taken down at the LCC sole expense. No outside equipment shall be left over or stored on the property after season. LCC must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged by LCC members, competitors and/or spectators.
4. **Cancellation:** It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform LCC in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LCC rights hereunder shall terminate at once and the CLV may enter the Property and expel the LCC, and LCC shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LCC in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** Agreed to maintain in full force and effect during the term of this MOU General Liability Insurance covering bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards.
6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LCC shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alteration, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LCC, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. If substantially damaged in whole or in part, and such loss is covered by fire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will be terminated.
7. **Hold Harmless:** Agree to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement,

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

8. **New Mexico Tort Claims Act:** Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort claims Act.
9. **Third Party Beneficiaries:** By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. No person shall claim any right, title or interest under this agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

SCHEDULE FOR ALL FIELDS:

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

GENERAL MAINTENANCE:

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

LCC:

1. Will utilize the aforementioned fields and buildings for their respective programs.
2. Will maintain a high quality standard of care in the upkeep of turf fields and buildings.
3. Will designate Athletic Director to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the ball fields.
4. Will have the responsibility of using quality of care necessary for preparing and maintaining the fields for daily operation to include: grooming infield, outfield, cleanliness and sanitize benches, utilizing equipment, maintenance of turf, side tracks, and other areas of responsibility required to prepare for games and practices throughout season to include care and responsibility of turf maintenance.
5. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.
6. Press box, bathrooms and concession stand will be available for use by LCC, and LCC will maintain standard quality of care and will be the responsibility of LCC for cleaning, security, upkeep and maintenance. They must remain locked when not in use.

7. LCC and LPLL will jointly utilize the Henry Martinez baseball field and softball field for their respective programs in the spring session and will agree to share schedules for practices and games so as not to interfere with the other, especially during April and May months.
8. All locks, if applicable, must be authorized and any changes must be approved by CLV. Keys will be issued to key LCC Athletic Director only.
9. Security will need to be maintained at all times while utilizing fields and buildings. Access to the park is the responsibility of LCC and will maintain proper safety and security during practices and games.
10. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include, but not limited to, security, communication, trash, turf maintenance, and building responsibilities. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will cooperate with LCC Athletic Director to coordinate this agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the two ball fields and facilities.
2. Will provide cutting and grooming of all grassed and other vegetated areas on all ball fields; and will collect and dispose of all waste and debris from within the premises of each field. All times settings for irrigation and water distribution if applicable are the sole responsibility of CLV. All sprinkler tests and repair will be conducted as needed if applicable.
3. Will work with LCC to prepare fields for opening day, after opening day, daily quality standard of care and maintenance of fields will be the responsibility of LCC for their respective fields and respective seasons.
4. Will work with LCC to maintain a level of security at the Rodriguez Park Complex.
5. Will utilize a checklist to periodically inspect all fields to ensure general maintenance and quality care expectations are being met by LCC. Designees from both parties will conduct a walk through before, during and after each season.
6. All alterations or changes to buildings, surrounding areas and/or fields must be authorized by CLV.
7. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week.
8. Will work on irrigation system as needed, water fields, aerate fields, apply fertilizer, and/or mow fields if applicable.
9. All locks, if applicable, must be authorized and any changes must be approved by CLV.
10. Is responsible for the upkeep and maintenance of the scoreboard and lighting system on all fields if applicable.
11. Is responsible for the cost of utilities.
12. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include turf maintenance, materials, and building responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

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

AGREEMENTS:

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

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a 30 Day written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in writing and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment signed by the parties and City Manager.

PRIMARY CONTACT:

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

The parties hereby agree to the foregoing MOU:

CITY OF LAS VEGAS (CLV): DATE:

_____ Robert A. Anaya, City Manager

_____ Lucas Marquez, Parks and Recreation
Director

LUNA COMMUNITY COLLEGE (LCC):

_____ Randy Krutsch, Athletic Director/Softball
Coach,

_____ Erick Wright, Baseball Coach

_____ Dr Carol Linder, President
LCC

Approved as to Legal Sufficiency only:: DATE:
Signed by:

_____ Ambrosio E. Castellano Jr., City Attorney

_____ Casandra Fresquez, City Clerk

Agreement / Contract
No. 4138-24
City of Las Vegas
Date

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

This agreement for Facility Seasonal usage agreement is made and entered into on this 18th day of September 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Luna Community College (hereafter "LCC"). This agreement is for one year renewable up to (3) three years with yearly addendums.

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

RECITALS:

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

WHEREAS, Luna Community College agrees to lease the fields at Rodriguez Park Complex, specifically, Henry Martinez baseball field and softball field which are newly turfed and made available under this agreement, buildings to include the concession stand, bathrooms and press box, and equipment, for the sole purpose of Lessee to hold baseball and softball activities during Fall season August 12, 2024 to November 30, 2024 and Spring season January 10, 2025 to May 15, 2025.

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

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

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the above mentioned fields;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:

The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property:** LCC shall pay consideration to CLV in the amount of \$20,000 for use of the property, for the duration of LCC fall and spring season.
2. **Expiration of the Agreement:** LCC agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, LCC shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Additional equipment:** Any equipment furnished by LCC, shall be brought in, set up and taken down at the LCC sole expense. No outside equipment shall be left over or stored on the Property after season. LCC must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged by LCC members, competitors and/or spectators.
4. **Cancellation:** It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform LCC in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LCC rights hereunder shall terminate at once and the CLV may enter the Property and expel the LCC, and LCC shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LCC in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** Agreed to maintain in full force and effect during the term of this MOU **General Liability Insurance** covering bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards.
6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LCC shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, altercation, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LCC, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. In substantially damaged in whole or in part, and such loss is covered by fire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will be terminated.
7. **Hold Harmless:** Agree to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement,

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

8. New Mexico Tort Claims Act: Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort claims Act.

9. Third Party Beneficiaries: By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. No person shall claim any right, title or interest under this agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

SCHEDULE FOR ALL FIELDS:

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

GENERAL MAINTENANCE:

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

LCC:

1. Will utilize the aforementioned fields and buildings for their respective programs.
2. Will maintain a high quality standard of care in the upkeep of turf fields and buildings.
3. Will designate Athletic Director to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the ball fields.
4. Will have the responsibility of using quality of care necessary for preparing and maintaining the fields for daily operation to include: grooming infield, outfield, cleanliness and sanitize benches, utilizing equipment, maintenance of turf, side tracks, and other areas of responsibility required to prepare for games and practices throughout season to include care and responsibility of turf maintenance.
5. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.

6. Press box, bathrooms and concession stand will be available for use by LCC, and LCC will maintain standard quality of care and will be the responsibility of LCC for cleaning, security, upkeep and maintenance. They must remain locked when not in use.
7. LCC and LPLL will jointly utilize the Henry Martinez baseball field and softball field for their respective programs in the spring session and will agree to share schedules for practices and games so as not to interfere with the other, especially during April and May months.
8. All locks, if applicable, must be authorized and any changes must be approved by CLV. Keys will be issued to key LCC Athletic Director only.
9. Security will need to be maintained at all times while utilizing fields and buildings. Access to the park is the responsibility of LCC and will maintain proper safety and security during practices and games.
10. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include, but not limited to, security, communication, trash, turf maintenance, and building responsibilities. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will cooperate with LCC Athletic Director to coordinate this agreement requirements and have basic lawn care, turf management and maintenance knowledge to maintain quality standard of care for the two ball fields and facilities.
2. Will provide cutting and grooming of all grassed and other vegetated areas on all ball fields; and will collect and dispose of all waste and debris from within the premises of each field. All times settings for irrigation and water distribution if applicable are the sole responsibility of CLV. All sprinkler test and repair will be conducted as needed if applicable.
3. Will work with LCC to prepare fields for opening day, after opening day, daily quality standard of care and maintenance of fields will be the responsibility of LCC for their respective fields and respective seasons.
4. Will work with LCC to maintain a level of security at the Rodriguez Park Complex.
5. Will utilize a checklist to periodically inspect all fields to insure general maintenance and quality care expectations are being met by LCC. Designees from both parties will conduct a walk through before during and after each season.
6. All alterations or changes to buildings, surrounding areas and/or fields must be authorized by CLV.
7. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week.
8. Will work on irrigation system as needed, water fields, aerate fields, apply fertilizer, and/or mow fields if applicable.
9. All locks, if applicable, must be authorized and any changes must be approved by CLV.
10. Is responsible for the upkeep and maintenance of the scoreboard and lighting system on all fields if applicable.
11. Is responsible for the cost of utilities.
12. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include turf maintenance, materials, and building responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

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

AGREEMENTS:

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

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a 30 Day written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in written and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment and signed by the parties and City Manager.

PRIMARY CONTACT:

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

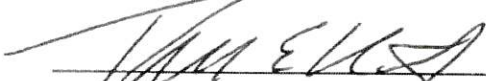
The parties hereby agree to the foregoing MOU:

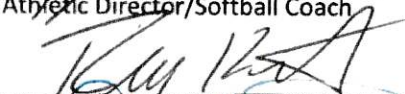
CITY OF LAS VEGAS (CLV): DATE: **09/12/2024**



 _____ Tim Montgomery, City Manager

 _____ Arturo Padilla, Parks and
Recreation Director

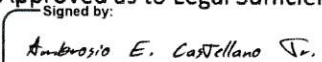
LUNA COMMUNITY COLLEGE (LCC):


 _____ Randy Krutsch,
Athletic Director/Softball Coach

 _____ Erick Wright, Baseball Coach

 _____ Dr. Edward Martinez, President
LCC 

Approved as to Legal Sufficiency only: DATE: September 18, 2024 | 1:44 PM MDT

Signed by:  _____ City Attorney
A0FBDB935920465...
Ambrosio E. Castellano Jr.

 _____ Casandra Fresquez, City Clerk



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

Meeting Date: August 20, 2025

Date Submitted: 8/8/25

Department: Community Development

Item/Topic: Request approval of (MOU) between the City of Las Vegas and the Las Vegas Youth Soccer League.

An MOU was approved by Council on August 12, 2024 and may be renewable annually. The term of this agreement will be for one (1) year.

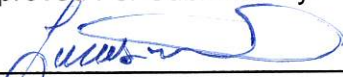
Fiscal Impact:

Attachments: MOU

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

Approved For Submittal By:


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 _____

MEMORANDUM OF UNDERSTANDING BETWEEN

CITY OF LAS VEGAS

AND THE LAS VEGAS YOUTH SOCCER LEAGUE

This agreement for facility seasonal usage agreement is made and entered on this _____ day of _____
_____ 2025 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule
municipality and Las Vegas Youth Soccer League (hereafter "LVYSL")..

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

RECITALS:

WHEREAS, the City of Las Vegas is the owner of land at Padilla Park on Vegas Dr and Mountain View,
Marrujo Park on Commerce St and Hanna Park on Legion Dr which are made available under this
agreement;

WHEREAS, the City of Las Vegas will make the land at Padilla Park on Vegas Dr and Mountain View,
Marrujo Park field on Commerce St and Hanna Park on Legion Dr. available to the LVYSL under this
agreement, buildings, and equipment, for the sole purpose of holding youth soccer activities to include
soccer League events from August 1st, 2025 to October 31, 2025.

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

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

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the
primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance,
and upkeep of the all above mentioned fields;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the
aforementioned parties agree as follows:

PURPOSE: The parties intended to undertake the following roles and responsibilities pursuant to this
MOU agreement:

1. Rental of Property: LVYSL shall pay consideration to CLV in the amount of \$300.00 for use of the
property, for the duration of LVYSL season.

2. LVYSL agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, LVYSL shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.

3. **Additional equipment:** Any equipment other than equipment furnished by LVYSL, shall be brought in, set up and taken down at the LVYSL sole expense. No outside equipment shall be left over or stored on the Property. LVYSL must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged.

4. **Cancellation:** It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform LVYSL in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LVYSL rights hereunder shall terminate at once and the CLV may enter the Property and expel the LVYSL, and LVYSL shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LVLL in case of default or violation of any of the terms of this agreement.

5. **General Liability Insurance:** Agreed to maintain in full force and effect during the term of this MOU General Liability Insurance covering bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards. LVSL shall furnish verification of insurance coverage to CLV within 15 days of signing MOU.

6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LVYSL shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LVYSL, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and reserves the right to immediate possession of the property and all additions or improvements. If substantially damaged in whole or in part, and such loss is covered by fire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.

7. **Hold Harmless:** LVYSL agrees to defend, indemnify and hold harmless the City and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by LVYSL, its officers, employees, servants, or against, or if caused by the actions of any client of LVYSL resulting in injury or damage to persons or

property during the time when LVYSL or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by LVYSL or any officer, agent, assign, employee, servant under this agreement is brought against LVYSL, LVYSL shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.

8. New Mexico Tort Claims Act: Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et, seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort claims Act.

9. Third Party Beneficiaries: By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. No person shall claim any right, title or interest under this agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

SCHEDULE FOR ALL FIELDS:

Monday -- Friday 4pm -7pm and Saturday 8am -5pm/Sunday 8am-5pm

GENERAL MAINTENANCE: The aforementioned parties shall cooperate with the CLV Parks department for the maintenance, care and upkeep of the soccer fields and facilities, including the provision of all labor, equipment, and materials necessary to accomplish the same. Maintenance, care and upkeep shall include, without limitation the following:

LVYSL:

1. Will utilize the aforementioned fields for their respective programs.
2. Will maintain a quality standard of care in the upkeep of all fields.
3. Will designate one Field Maintenance person to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.
4. Will have the responsibility of using quality of care necessary for preparing and maintaining the fields for daily operation to include: lining fields, cleanliness and sanitize benches, utilizing equipment, maintenance of fields, side tracks, and other areas of responsibility required to prepare for games and practices throughout season to include:
5. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.

6. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include soil material, and concession stand responsibilities, if applicable. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will cooperate with LVYSL Field Maintenance person with Parks Crews to coordinate this agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.

2. Will provide irrigation and fertilization/reseeding of all grassed areas as needed on all fields. Provide cutting and grooming of all grassed and other vegetated areas on all ball fields; and will collect and dispose of all waste and debris from within the premises of each field. All times settings for irrigation and water distribution is the sole responsibility of CLV. All sprinkler test and repair will be conducted as needed.

3. Will prepare fields for opening day, after opening day, daily quality standard of care and maintenance of fields will be the responsibility of LVYSL for their respective fields and respective season.

4. Will utilize a checklist to periodically inspect all fields to insure general maintenance and quality care expectations are being met by LVYSL. Designees from both parties will conduct a walk through.

5. All alterations or changes to buildings, surrounding areas and/or fields must be authorized by CLV.

6. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week.

7. Will work on irrigation system as needed, water fields, aerate fields, apply fertilizer, mow fields,

8. All locks, if applicable, must be authorized and any changes must be approved by CLV.

9. Is responsible for the upkeep and maintenance of the scoreboard and lighting system on all fields if applicable.

10. Is responsible for the cost of utilities.

11. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include Infield soil material, and concession stand responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

The term of this MOU is for one year and may be renewable annually upon the approval of the City Council.

AGREEMENTS:

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

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

PRIMARY CONTACT:

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

The parties hereby agree to the foregoing MOU:

CITY OF LAS VEGAS (CLV):

DATE:

Robert Anaya, City Manager

LAS VEGAS YOUTH SOCCER LEAGUE

DATE:

Eric Alarid, League President

Approved as to legal sufficiency only:

DATE:

Ambrosio E. Castellano Jr. City Attorney

Attest:

DATE:

Casandra Fresquez, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAS VEGAS
AND LAS VEGAS YOUTH SOCCER LEAGUE**

This agreement for Facility Seasonal usage agreement is made and entered into on this 12th day of August 2024 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and Las Vegas Youth Soccer League (hereafter "LVYSL").

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

RECITALS:

WHEREAS, the City of Las Vegas is the owner of land at Padilla Park on Vegas Dr and Mountain View, Marrujo Park on Commerce St and Hanna Park on Legion Dr which are made available under this agreement;

WHEREAS, the **City of Las Vegas** will make the land at Padilla Park on Vegas Dr and Mountain View, Marrujo Park field on Commerce St and Hanna Park on Legion Dr. **available to the LVYSL** under this agreement, buildings, and equipment, for the sole purpose of holding youth soccer activities to include soccer League events from August 1st, 2024 to October 31, 2024.

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

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

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the all above mentioned fields;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:

The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property:** LVYSL shall pay consideration to CLV in the amount of \$300.00 for use of the property, for the duration of LVYSL season.
2. LVYSL agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, LVYSL shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Additional equipment:** Any equipment other than equipment furnished by LVYSL, shall be brought in, set up and taken down at the LVYSL sole expense. No outside equipment shall be left over or stored on the Property. LVYSL must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged.
4. **Cancellation:** It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform LVYSL in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, LVYSL rights hereunder shall terminate at once and the CLV may enter the Property and expel the LVYSL, and LVYSL shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the LVLL in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** Agreed to maintain in full force and effect during the term of this MOU **General Liability Insurance** covering bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards. LVSL shall furnish verification of insurance coverage to CLV within 15 days of signing MOU.
6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. LVYSL shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations additions and improvements. LVYSL, within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU to be in default as stated in the following section and reserves the right to immediate possession of the property and all additions or improvements. If substantially damaged in whole or in part, and such loss is covered **by fire** and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will deem to be terminated.
7. **Hold Harmless:** LVYSL agrees to defend, indemnify and hold harmless the City and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by LVYSL, its officers, employees, servants, or against, or if caused by the actions of any client of LVYSL resulting in injury or damage to persons or property during the time when LVYSL or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related

to the services performed by LVYSL or any officer, agent, assign, employee, servant under this agreement is brought against LVYSL, LVYSL shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.

8. **New Mexico Tort Claims Act:** Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort claims Act.
9. **Third Party Beneficiaries:** By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. No person shall claim any right, title or interest under this agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

SCHEDULE FOR ALL FIELDS:

Monday – Friday 4pm – 7pm and Saturday 8am – 5pm/Sunday 8am-5pm

GENERAL MAINTENANCE:

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

LVYSL:

1. Will utilize the aforementioned fields for their respective programs.
2. Will maintain a quality standard of care in the upkeep of all fields.
3. Will designate one Field Maintenance person to cooperate with CLV Parks crews to coordinate the agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.
4. Will have the responsibility of using quality of care necessary for preparing and maintaining the fields for daily operation to include: lining fields, cleanliness and sanitize benches, utilizing equipment, maintenance of fields, side tracks, and other areas of responsibility required to prepare for games and practices throughout season to include:
5. Will have the responsibility of maintenance and upkeep of trash in bench areas, trash pickup outside of trash receptacles, bagging trash inside receptacles, trash in parking lots, fence lines and putting trash in dumpsters.
6. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include soil material, and concession stand responsibilities, if applicable. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will cooperate with LVYSL Field Maintenance person with Parks Crews to coordinate this agreement requirements and have basic lawn care and maintenance knowledge to maintain quality standard of care for the fields.
2. Will provide irrigation and fertilization/reseeding of all grassed areas as needed on all fields. Provide cutting and grooming of all grassed and other vegetated areas on all ball fields; and will collect and dispose of all waste and debris from within the premises of each field. All times settings for irrigation and water distribution is the sole responsibility of CLV. All sprinkler test and repair will be conducted as needed.
3. Will prepare fields for opening day, after opening day, daily quality standard of care and maintenance of fields will be the responsibility of LVYSL for their respective fields and respective season.
4. Will utilize a checklist to periodically inspect all fields to insure general maintenance and quality care expectations are being met by LVYSL. Designees from both parties will conduct a walk through.
5. All alterations or changes to buildings, surrounding areas and/or fields must be authorized by CLV.
6. Will schedule with Solid Waste scheduled dumpster pickup preferably twice a week.
7. Will work on irrigation system as needed, water fields, aerate fields, apply fertilizer, mow fields,
8. All locks, if applicable, must be authorized and any changes must be approved by CLV.
9. Is responsible for the upkeep and maintenance of the scoreboard and lighting system on all fields if applicable.
10. Is responsible for the cost of utilities.
11. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include infield soil material, and concession stand responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

The term of this MOU is for one year and may be renewable annually upon the approval of the City Council.

AGREEMENTS:

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

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

PRIMARY CONTACT:

The parties intend that this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts/designees between the parties. The

parties agree that all significant and formal communications, including any written notice, between the parties shall be made through and to the LVYSL President and the CLV City Manager.

The parties hereby agree to the foregoing MOU:

CITY OF LAS VEGAS (CLV):

DATE:



08/12/2024

Timothy Montgomery, City Manager

LAS VEGAS YOUTH SOCCER LEAGUE (LVYSL):

DATE:



8.15.2024

Eric Alarid, League President

Approved as to Legal Sufficiency only:

DATE:




08/06/2024

City Attorney

Attest:

DATE:



8/12/24

Casandra Fresquez, City Clerk



Approval Form

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

*Reviewed:

[Signature]
Tim Montgomery, City Manager

08/05/2024
Date

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

Date Submitted: July 31, 2024

Department Submitting: Parks and Rec Dept

Submitter: Arturo Padilla, Parks & Rec Director

Documents to be reviewed: MOU Soccer League 2024-2025

Deadline: **As soon as possible**

Submitter Comments: _____

☐ 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: _____

1

[Signature]
Attorney Review

08/06/2024

Date

Approved / Disapproved: (Reason for Disapproval): _____

2

[Signature]
Finance Director

8-13-25
Date

Approved / Disapproved: (Reason for Disapproval): _____

3

Tim Montgomery, 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 the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*



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

Meeting Date: August 20, 2025

Date Submitted: 08/08/25

Department: Utilities

Item/Topic: Resolution No. 25-30 to apply for funding to the Water Trust Board for improvements to the Wastewater collection, conveyance and treatment facilities.

Fiscal Impact: None


Attachments: Resolution No. 25-30

Committee Recommendation: This item will be discussed at the September 4, 2025 Utility Advisory Committee.


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
RESOLUTION NO. 2025 – 30

A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, AUTHORIZING FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE NEW MEXICO WATER TRUST BOARD

WHEREAS the City of Las Vegas (the "Governmental Unit") is a duly organized association, incorporated under the New Mexico State statutes and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS the City of Las Vegas desires to improve conditions at the Wastewater facility; and

WHEREAS the City of Las Vegas may apply for financial assistance from the New Mexico Water Trust Board to fund this water project; and

WHEREAS the City of Las Vegas is eligible to apply for funding from the New Mexico Water Trust Board; and

WHEREAS it is in the public interest to give complete and full public notice of the support;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Las Vegas located in San Miguel County, New Mexico that the filing of an application to the New Mexico Water Trust Board for funding in the 2026 Water Project Fund funding cycle is hereby authorized. The project type falls under **Wastewater Collection, Conveyance and Treatment** and proposes to plan, design and construct improvements to the wastewater treatment system. The financial assistance requested is in the amount of \$ 24,300,000.

BE IT FURTHER RESOLVED, that the Mayor is hereby designated as the City of Las Vegas representative to act on behalf of this application.

PASSED, APPROVED, and ADOPTED by the Mayor and Council on this ____ day of August 2025.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Pete Domenici Jr., Attorney



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

Meeting Date: August 20, 2025

Date Submitted: 8/1/25

Department: City Clerk

Item/Topic: Conduct a Public Hearing and Approval of an application for Restaurant A – Beer and Wine Only Liquor License with on Premises Consumption Only.

The applicant, Coffee, Tea & Empathy, LLC d/b/a Coffee, Tea & Empathy, 529 Railroad Avenue, Las Vegas, NM 87701 is requesting approval for a Restaurant A – Beer and Wine Only Liquor License with on Premises Consumption Only. The Director of Alcohol Beverage Control Division (ABC) has reviewed the referenced application and granted preliminary approval. The application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publication requirements have been met.

Attachments: Liquor license application from ABC, publications, Memos to/from Community Development.

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



June 30, 2025

By City Clerks

Certified Mail No.: 7021 2720 0001 2204 5630

City of Las Vegas

Cassandra Fresquez, Clerk
1700 N. Grand Avenue
Las Vegas, NM 87701

Lic. No. /Appl. No.: BLA-0000009322
Name of Applicant: Coffee, Tea & Empathy, LLC
Doing Business As: Coffee, Tea & Empathy
Proposed Location: 529 Railroad Avenue, Las Vegas, New Mexico 87701

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;
ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

**THE APPLICANT IS SEEKING RESTAURANT A – BEER AND WINE ONLY LIQUOR
LICENSE WITH ON PREMISES CONSUMPTION ONLY**

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez

Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 (Business Information Page) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan





Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009322



Business Information

Business Information

Business Name: COFFEE TEA & EMPATHY
Business Structure: Limited Liability Company
State Tax ID Number: XX-XXXXX7-00-6
Business Email: coffeeteaandempathy@gmail.com

Type of Business: Alcohol
FEIN: XX-XXX9630
Business Phone: 5756501193

Contact Person Information

Contact Person Name: Kelly Barnes
Contact Person Email: kellybeeyou@gmail.com

Contact Person Phone: 5756501193

Business Mailing Address

Mailing Street: 529 Railroad Ave. Suite C
Mailing State: NM
Mailing Country: US

Mailing City: Las Vegas
Mailing Zip Code: 87701

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009322



Premises Information

Premises DBA

Premises Doing Business As (DBA): Coffee, Tea, and Empathy

Proposed Premises Physical Address

Physical Street: 529 Railroad Ave.

Physical Zip Code: 87701

Physical County: San Miguel

Local Option District: Las Vegas

Physical City: Las Vegas

Physical State: New Mexico

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: Tom and Tina Clayton

Specify Date and Terms of Lease/Operating Agreement: March 21, 2025 -2 year lease

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): C-2

Distance from nearest School

Name of School: West Las Vegas High School

School City: Las Vegas

School Zip Code: 87701

School Distance (in feet): More than 1000

School Street: 179 Bridge Street

School State: New Mexico

School Country: United States

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: First United Methodist

Church City: Las Vegas

Church Zip Code: 87701

Church Distance (in feet): More than 1000

Church Street: 715 National Ave.

Church State: New Mexico

Church Country: United States

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009322



Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- ☒ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000009322



Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	250.00

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Kelly Barnes

Date: 04/10/2025

City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701
505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

April 15, 2025

Kelly Barnes
dba Coffee, Tea and Empathy
529 Railroad Avenue Suite C
Las Vegas, NM 87701

Statement of Certification

To whom it may concern:

This statement certifies that the premises located at 529 Railroad Avenue Suite C, Las Vegas, New Mexico 87701 are located within a C-2(Central Business District).

As per the City's Zoning Code, § 450-125. C-2(Central Business District) this zone is intended to provide for those retail businesses and services which require a location other than the General Commercial Zone, being either highway-oriented or requiring larger tracts of land.

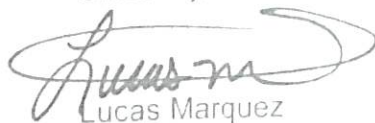
This zone does permit the establishment of eating and drinking places, including bars, restaurants and cocktail lounges, as per 450-125. (B. Permitted uses in the C-2 District)

This zone also allows for the retail sale of packaged alcoholic beverages for off the premises consumption.

An aerial photo with distances to nearest school, church and military facility is attached, along with information on the C-2 Zoning from our Municipal Code Book.

If further information is required, or you have any questions, please contact me at (505) 454-1401 ext 1609.

Sincerely,



Lucas Marquez

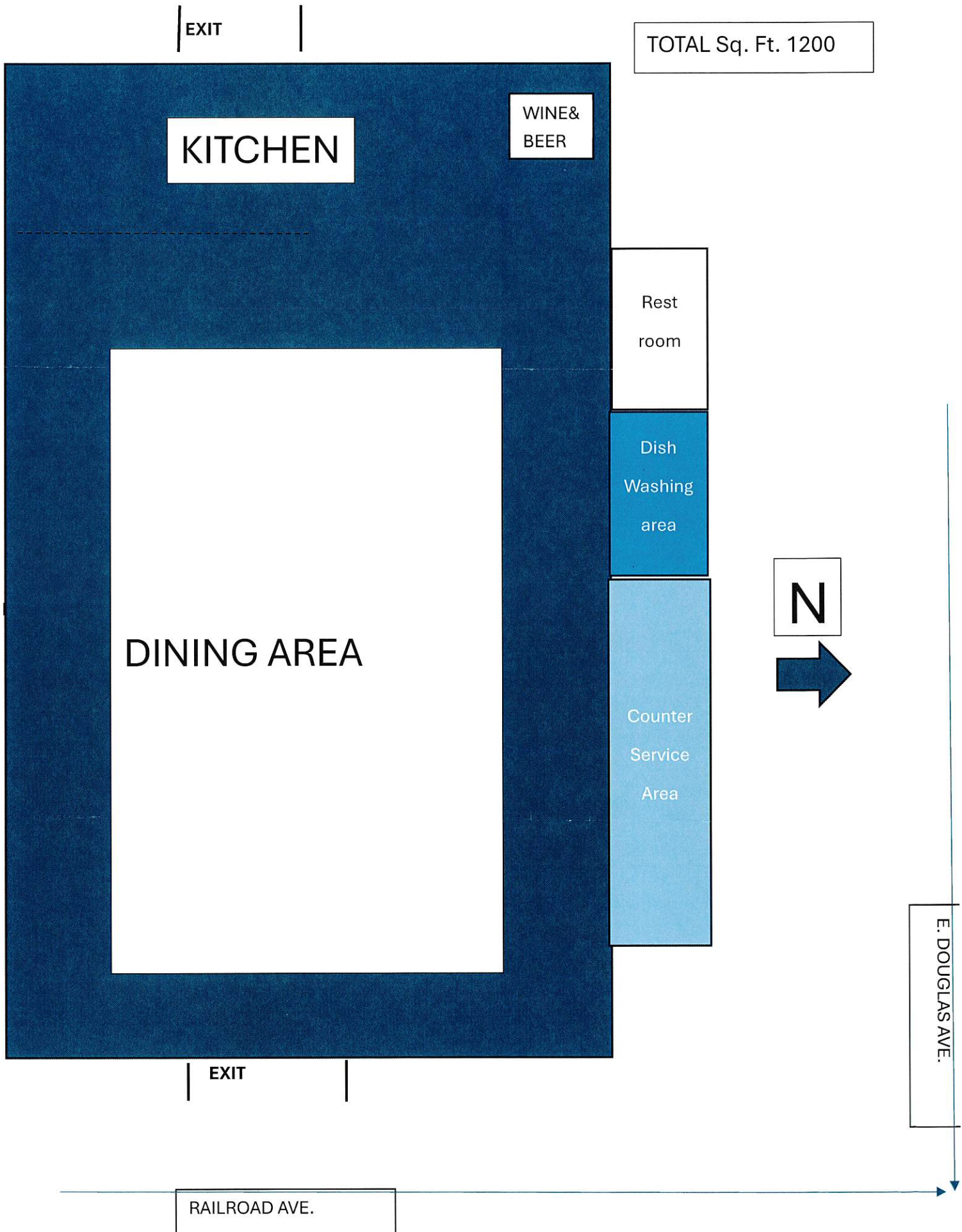
David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

FLOOR/EVACUATION PLAN:



City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701
505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

July 14, 2025

Coffee, Tea & Empathy, LLC
Attn: Ms. Kelly Barnes
Email: kellybeeyou@gmail.com
529 Railroad Ave. Suite C
Las Vegas, NM 87701

Ms. Barnes:

The City Clerk's Office received your application to Alcohol Beverage Control Division regarding Lic. No./Appl. No. BLA-0000009322 on July 7, 2025. In order to meet the publication deadline, the City of Las Vegas will hold a public hearing on August 20, 2025, at our regular council meeting held at 5:30 p.m. in the Council Chambers, located at 1700 North Grand Avenue, Las Vegas, NM 87701.

At this time the Governing Body will review the liquor license application as well as hear any and all protests and determine whether to approve the application for a Restaurant A-Beer and Wine Only Liquor License with on premises consumption only. Please call me should you have any questions. I have attached the Notice of Public Hearing for your records.

Respectfully,

Casandra Fresquez, City Clerk
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701
(505) 454-1401, ext. 1402

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

MEMORANDUM

TO: Lucas Marquez, Community Development Director

FROM: 
Casandra Fresquez, City Clerk

DATE: July 31, 2025

RE: Application for a Restaurant A Beer and Wine Only Liquor License with On-Premises Consumption Only.

Enclosed is a copy of the application for an Application for a Restaurant A Beer and Wine Only Liquor License with On-Premises Consumption Only submitted by Coffee, Tea & Empathy, LLC d/b/a Coffee, Tea & Empathy, 529 Railroad Avenue, Las Vegas, NM 87701.

This information is being submitted to your office for review and to verify that the requirements to the nearest church, school and military installations are as mandated in the New Mexico State Statutes. Further, I would like to ensure that the area is zoned to allow such an establishment. Please submit to this office written confirmation as to whether or not the location proposed for use of the license meets those requirements.

By copy of this memorandum, I am also notifying Police Chief Caleb Marquez of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on August 20, 2025 at 5:30 p.m. and will require the information prior to the meeting.

Should you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Enclosures:

xc: Charles Ortiz, Planning & Zoning Coordinator
Caleb Marquez, Chief of Police

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



City of Las Vegas

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

Mayor David Romero

August 5, 2025

Coffee, Tea & Empathy, LLC d/b/a Coffee, Tea & Empathy
529 Railroad Avenue
Las Vegas, NM 87701

RE: STATEMENT OF ZONING CERTIFICATION

To Whom It May Concern:

This statement certifies that the premises located at 529 Railroad Las Vegas, New Mexico 87701 is located within an C-2 (Central Business District). As per the City's Zoning Code, §450-125 B (3) this zone does permit the establishment of eating and drinking places including, bars, restaurants, and cocktail lounges.

The nearest school is located approximately 0.55 miles away from 529 Railroad Avenue. The nearest military facility is located approximately 200 Miles away from 529 Railroad Avenue. The nearest church is located approximately 0.26 Miles away from 529 Railroad Avenue.

Charles Ortiz
Planning & Zoning Coordinator

If you have any questions or require further information, please feel free to contact me at (505) 454-1401 EXT 1608 or via email at cortiz@lasvegasnm.gov

Sincerely, 

Charles Ortiz

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

529 Railroad Ave

- Closest school: Robertson High School (2904ft) or .55 miles away
- Closest Church: Immaculate Conception (1,372.8ft) or .26 miles away
- Closest Military Base Kurland Air Force Base approximately 200 miles away

Legend



City Clerk's Office

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Las Vegas, New Mexico will conduct a public hearing on Wednesday, August 20, 2025 at 5:30 p.m. in the City Chambers, 1700 N. Grand Avenue, Las Vegas, NM 87701. The City Council will hear any and all protests and determine whether to approve an application for a Restaurant A Beer and Wine Only Liquor License with On-Premises Consumption Only submitted by Coffee, Tea & Empathy, LLC dba Coffee, Tea & Empathy, 529 Railroad Avenue, Las Vegas, NM 87701. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 1700 N. Grand Avenue Las Vegas, NM prior to the hearing.

/s/ Casandra Fresquez
City Clerk

Publish: Las Vegas Optic on Friday, July 18, 2025 and Friday, July 25, 2025
City of Las Vegas website: www.lasvegasnm.gov



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

Meeting Date: August 20, 2025

Date Submitted: 8/11/25

Department: Executive

Item/Topic Discussion on information for an MOU between the City of Las Vegas, Luna Community College, New Mexico Highlands University and Department of Transportation regarding roads projects and other infrastructure project.

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:

Robert A. Anaya, City Manager

Finance Director

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



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

Meeting Date: August 20, 2025

Date Submitted: 8/5/25

Department: Executive

Item: Presentation by State of New Mexico, City Staff and Plexos Group speaking on concepts and recommendations for Water Treatment Plant.

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 20, 2025

Date Submitted: 8/8/25

Department: Executive

Item/Topic: Presentation/Discussion and Possible action regarding water distribution and storage.

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
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: August 20, 2025

Date Submitted: 8/8/25

Department: Community Development

Item/Topic: Request approval of a Memorandum of Understanding (MOU) between the City of Las Vegas and the New Mexico Racquet Ball Association.

Fiscal Impact:

Attachments: MOU

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

Approved For Submittal By:

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 _____



Approval Form

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

*Reviewed:

Robert A. Anaya, City Manager

8/14/25
Date

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

Date Submitted: 8/14/25

Department Submitting: Rec Center Submitter: Lucas Marquez

Documents To Be Reviewed: MOU
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: need to be made

Date: 8/14/2025

1 Attorney Review

8/14/2025
Date

Approved / Disapproved: *(Reason for Disapproval):* _____

2 _____
Finance Director

Date

Approved / Disapproved: *(Reason for Disapproval):* _____

3 _____
Robert A. Anaya, City Manager

Date

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

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

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF LAS VEGAS
AND New Mexico Racquetball Association

This agreement for Facility Seasonal usage agreement is made and entered into on this _____ day of _____ 2025 by and between the City of Las Vegas (hereafter "CLV"), a New Mexico home-rule municipality and New Mexico Racquetball Association (hereafter "NMRA").

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

RECITALS:

WHEREAS, the City of Las Vegas is the owner of land 1751 North Grand Avenue which is made available under this agreement;

WHEREAS, New Mexico Racquetball Association agrees to lease the Abe Montoya Recreation Center and made available under this agreement, for the sole purpose of World Championships August 26, 2025 to August 30, 2025.

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

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

WHEREAS, this MOU addresses the relationship, roles and responsibilities of the parties with the primary purpose to establish a mutually beneficial working relationship for the utilization, maintenance, and upkeep of the above mentioned fields;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the aforementioned parties agree as follows:

PURPOSE:

The parties intended to undertake the following roles and responsibilities pursuant to this MOU agreement:

1. **Rental of Property:** NMRA shall pay consideration to CLV in the amount of \$1,600.00 for use of the property, for the duration of NMRA fall and spring season. Payment must be made before the event starts.
2. **Expiration of the Agreement:** NMRA agrees to deliver the Property, at the expiration of this agreement, in as good a condition as at the beginning of this agreement. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy CLV, NMRA shall pay the costs of CLV to repair said damage/breakage or for proper cleaning.
3. **Additional equipment:** Any equipment furnished by NMRA, shall be brought in, set up and taken down at the NMRA sole expense. No outside equipment shall be left over or stored on the property after season. NMRA must replace any equipment that, in the CLV sole discretion, is destroyed, stolen or damaged by NMRA members, competitors and/or spectators.
4. **Cancellation:** It is understood and agreed upon that this agreement is subject to cancellation if and when the CLV, in its sole discretion, finds that a cancellation of the use of the Property is warranted, at which time CLV shall inform NMRA in writing within two weeks. Failure to comply with any of the terms and provisions of this MOU, NMRA rights hereunder shall terminate at once and the CLV may enter the Property and expel the NMRA, and NMRA shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the NMRA in case of default or violation of any of the terms of this agreement.
5. **General Liability Insurance:** Agreed to maintain in full force and effect during the term of this MOU General Liability Insurance covering bodily injury, disease illness or death and property damage liability. Comprehensive general liability coverage not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, covering bodily injury and wrongful death and will increase according to industry standards.
6. **Additional Insured:** Fire, lightning and extended coverage, or risk coverage. CLV shall be named as an additional insured on each such policy of insurance. NMRA shall carry and maintain in full force and effect during the Term of this MOU and any renewal thereof, fire and extended coverage insurance upon all real property, alteration, alterations, additions and improvements in an amount equal to the replacement value of such real property, alterations, additions and improvements. within ten (10) days after cancellation or expiration of any required coverage is to notify CLV in writing. CLV may deem MOU

to be in default as stated in the following section and deserves the right to immediate possession of the property and all additions or improvements. If substantially damaged in whole or in part, and such loss is covered by fire and to replace or repair real property, additions or improvements, it must first use the proceeds to clear the premises of all such buildings, additions and improvements including foundation, and thereafter the MOU will be terminated.

7. **Hold Harmless:** Agree to defend, indemnify and hold harmless the city and its "public employees" as defined in the NM Torts Claim Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any sources with which may arise out of the performance of this agreement, caused by the negligent act or failure to act by, its officers, employees, servants, or against, or if caused by the actions of any client resulting in injury or damage to persons or property during the time when [abbr] or any officer, agent, assign, employee, servant thereof has or is performing services pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by or any officer, agent, assign, employee, servant under this agreement is brought against shall, as soon as practicable but no later than two (2) days after it received notice thereof, notify the legal counsel of the City by certified mail.
8. **New Mexico Tort Claims Act:** Any liability incurred by the City of Las Vegas in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Torts Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort claims Act.
9. **Third Party Beneficiaries:** By entering into this agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Contractor/Lessee. No person shall claim any right, title or interest under this agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

SCHEDULE:

August 26, 2025 through August 30, 2025 from 8:00 AM - 8:00 PM

GENERAL MAINTENANCE:

The aforementioned parties shall cooperate with the CLV Recreation Department for the maintenance, care and upkeep of the facility, including the provision of all labor, equipment, and materials necessary to accomplish the same. Maintenance, care and upkeep shall include, without limitation the following:

NMRA:

1. Will utilize the aforementioned building for their respective programs.
2. Will maintain a high quality standard of care in the upkeep of the building.

3. Will designate a Manager to work with CLV Recreation Department to coordinate the agreement requirements and have basic upkeep, maintenance, and rules of said facility.
4. All locks, if applicable, must be authorized and any changes must be approved by CLV. Keys will be issued to key NMRA Athletic Director only.
5. Security will need to be maintained at all times while utilizing fields and buildings. Access to the park is the responsibility of NMRA and will maintain proper safety and security during practices and games. 10. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include, but not limited to, security, communication, trash, turf maintenance, and building responsibilities. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

CLV:

1. Will work with NMRA to prepare the facility for opening day, after opening day, daily quality standard of care and maintenance will be the responsibility of NMRA for their respective event.
2. Will work with NMRA to maintain a level of security at the Abe Montoya Recreation Center..
3. Will utilize a checklist to periodically inspect the facility to insure general maintenance and quality care expectations are being met by NMRA. Designees from both parties will conduct a walk through before and after the event..
4. All alterations or changes to buildings, surrounding areas must be authorized by CLV. .
5. All locks, if applicable, must be authorized and any changes must be approved by CLV.
6. Is responsible for the cost of utilities.
7. Will discuss all other incidentals regarding the MOU on a case by case basis as they arise to include maintenance, materials, and building responsibilities, if any. All discussions will be with the representative/designee for each organization and any addendums to this MOU must be requested in writing.

TERM:

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

AGREEMENTS:

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

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving a 30 Day written notice.
3. By mutual agreement, the parties may modify the intended goals and purposes set forth in this MOU (General Maintenance). Any modification to this MOU must be made in writing and signed by all parties through their authorized designees. Any additions, deletions and/or changes to this MOU will require an addendum, and/or an amendment signed by the parties and City Manager.

PRIMARY CONTACT:

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

The parties hereby agree to the foregoing MOU:

CITY OF LAS VEGAS (CLV): DATE:

_____ DATE: _____ Robert Anaya, City Manager

_____ DATE: _____ Lucas Marquez, Recreation Director

New Mexico Racquetball Association (NMRA):

_____ Signee 1, Title

_____ Signee 2, Title

_____ Signee 3, Title

_____ Ambrosio Castellano, City Attorney

_____ Casandra Fresquez, City Clerk



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

Meeting Date: August 20, 2025

Date Submitted: 8/8/25

Department: City Clerk

Item/Topic: Request to reschedule the September 17, 2025 Regular Council Meeting to September 15, 2025.

The September 17, 2025 Regular Council Meeting needs to be rescheduled due to the New Mexico Municipal League's (NMML) Annual Conference being held from September 16 through September 19, 2025 in Ruidoso, NM. The voting delegate and the alternate have been selected by the Governing Body to represent the City of Las Vegas. There are also some Department Directors and staff that will be attending the annual conference.

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 To: _____
Referred To: _____
Denied _____
Other _____



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

Meeting Date: August 20, 2025

Date Submitted: 08/08/25

Department: Utilities

Item/Topic: Award RFP #2025-33 to I&C Solutions, Alpha Southwest and James, Cooke and Hobson for Pump, Motor, Mechanical and Electrical Services and enter into contracts.

Advertised: 06/20/25: Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 07/11/25

Number of Proposers: 3 – I & C Solutions, Alpha Southwest and James, Cooke and Hobson

Fiscal Impact: Costs budgeted through City funding out of the department line item number as needed.

Attachments: Original proposal, proposal opening sheet, proposals received, scoring matrix and proposed contracts.

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

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

Approved For Submittal By:

Department Director

Robert A. Anaya, City Manager

Reviewed By:

Finance Director

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:30 pm, 7/11, 2025, at 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 North Grand Avenue, Las Vegas, NM 87701


Mailed proposals should be addressed to the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701; with the envelope marked **PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES** Opening No. 2025-33; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.


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

CITY OF LAS VEGAS,


Robert Anaya, City Manager


Attorney


Casandra Fresquez, City Clerk


Morris Madrid, Finance Director


Dominic Chavez, Purchasing Officer

Opening No. 2025-33

Date Issued: 6/17/25

Published: Las Vegas Optic

Albuquerque Journal

www.lasvegasnm.gov

June 20, 2025

June 20, 2025

June 20, 2025

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS
AND TO WAIVE ANY TECHINICAL 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: July 11, 2025, 2:30 pm; at which time all proposal received will be opened. The opening will occur at 1700 North Grand Avenue 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 or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS FOR PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES

The City of Las Vegas, New Mexico is requesting proposals for **PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES**

For the City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform **PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES** on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include but are not limited to the following services and requirements:

1. The scope of work includes, but is not limited to repair, replace, adjust, and maintain pumps, motors, and related mechanical systems; inspection; testing; and emergency response.
2. The contractor shall, modify, and/or upgrade pump, motor, and related mechanical systems as requested by the City. To include the removal of non-functioning or out of date equipment.
3. Troubleshoot and work on multiple types of pumps and motors, including but not limited to:
 - A. Pumps: Aurora Split case, Fairbanks Morse, Flyght Submersible, and Sigma
 - B. Motors: GE Motors, Reliance Motors, Baldor Motors, US Motors, and Walker Motors.
4. The Contractor shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the maintenance, and repair of City pumps and motors. The contractor is responsible for all debris and related disposal
5. All parts used for repair and in reassembly of equipment shall be the manufacture's authorized parts or specifically approved by the City prior to installation.
6. Provide electrical, controls, and instruments, SCADA and PLC programming capabilities. All work shall be performed in accordance with the National Wiring Standards.
7. All safety equipment, assessments, controls, enforcement, signage, etc as necessary for site work, and personal safety shall be, and remain for the project duration. This is the sole responsibility of the contractor.
8. The contractor will do all work in accordance with the plans, specifications, and performance standards of all civil, municipal, and federal laws and codes pertaining thereto and to the satisfaction of the owner. Inclusive of permits, certifications and licenses to comply with local, state and federal requirements.
9. The Contractor shall provide on-site supervision at all times.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 1/2" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later Than the date and time listed. Sealed proposal envelopes shall be clearly marked **"REQUEST FOR PROPOSAL FOR PUMP, MOTOR, MECHANICAL AND ELECTRICAL SERVICES"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**— Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**— Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**— Offeror should provide a list of references with names and phone numbers.
4. **Familiarity with the City of Las Vegas** - Offeror's familiarity with the area the project may be located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**— The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** — Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** — Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** — Business owners status as a US Military Veteran.

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (if Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors **shall provide one original (1) and five (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 - 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 - 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 - 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 - 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and

individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

6. Documentation

- i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.

7. Financial (If Applicable)

- i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.

8. Additional Information

- i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.

9. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

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

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)

- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner

3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*; or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.

- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199

NMSA 1978) imposes civil and criminal penalties for its violation.

- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1401

EVALUATION SHEET

Offerors:

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

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident/ Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
BID OPENING

DATE: 11-Jul-25

OPENING NO.: 2025-33

TIME: 2:30 PM


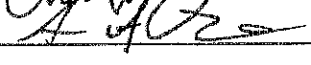
LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S):

	RECEIVED FROM:	AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT	CAMPAIGN
					NOTARIZED	CONTRIBUTION
1	JCH				✓	✓
2	Alpha Southwest			✓	✓	✓
3	I & C Solutions			✓	✓	✓
4						
5						
6						
7						
8						

COMPANY REPRESENTATIVE

COMPANY NAME

1		CLV Finance
2		CLV Finance
3		
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: 08/20/2025

Date Submitted: 08/08/2025

Department: Utilities

Item/Topic: Award RFP #2026-01 to Parkhill & Souder Miller & Associates for Solid Waste facility planning design and construction phase engineering services and enter into contract.

Advertised: July 7, 2025 Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: August 1, 2025

Number of Proposers: 2 – Parkhill - Souder Miller Associates

Fiscal Impact: Costs budgeted through City funding out of the department line item number as needed.

Attachments: Original proposal, proposal opening sheet, proposals received, scoring matrix and proposed contract.

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

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

Approved For Submittal By:

Department Director

Robert A. Anaya, City Manager

Reviewed By:

Finance Director

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, 8/1, 2025, at 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

SOLID WASTE FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 North Grand Avenue, Las Vegas, NM 87701


Mailed proposals should be addressed to the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701; with the envelope marked **SOLID WASTE FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES** Opening No. 2026-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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


CITY OF LAS VEGAS,


Robert Anaya, City Manager


Attorney


Casandra Fresquez, City Clerk


Morris Madrid, Finance Director


Dominic Chavez, Purchasing Officer

Opening No. 2026-01

Published: Las Vegas Optic

Date Issued: 7/9/25

7/11, 2025

Albuquerque Journal

7/11, 2025

www.lasvegasnm.gov

7/11, 2025

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **SOLID WASTE FACILITY PLANNING, DESIGN AND CONSTRUCTION**
PHASE ENGINEERING SERVICES

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS
AND TO WAIVE ANY TECHINICAL 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: 8/1, 2025; 2 pm; at which time all proposal received will be opened. The opening will occur at 1700 North Grand Avenue 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 or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS FOR SOLID WASTE FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES

The City of Las Vegas, New Mexico is requesting proposals for **SOLID WASTE FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES**

For the City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform **SOLID WASTE FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES**

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

The duties of the offeror shall include but are not limited to the following services and requirements:

1. Provide day to day consultation as requested by the City Solid Waste Director or designee. Attendance at necessary staff and/or Council meetings may be required.
2. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Solid Waste Director or designee.
3. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
4. Attend coordination meetings with City staff and any pertinent external agencies (County, State, and Federal) as required to determine and gain approvals from all pertinent entities.
5. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
6. Provide technical assistance completing environmental reviews.
7. Provide assistance completing applications and obtain funding as needed.
8. Provide construction observation and inspection on various projects as requested by the City Solid Waste Director or designee.
9. Provide technical assistance on various City projects being performed in-house as required and directed.
10. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
11. Provide construction phase engineering services.
12. Provide review of, assessment and approval of submittals and invoices.
13. Additional services as may be specifically requested by the City of Las Vegas.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical

approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later

Than the date and time listed. Sealed proposal envelopes shall be clearly marked

"SOLID WASTE FACILITY PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES" on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity with the City of Las Vegas** – Offeror's familiarity with the area the project may be located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this

Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.

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

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors **shall provide one original (1) and five (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)

- i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
- 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
- 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

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

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 - 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the

project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.

2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the

connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).

d. Selection Process (§13-1-120 NMSA 1978):

1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business (es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the

requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1. State the reasons for the action taken; and
 - 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

- 1. Contractor
- 2. Owner
- 3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.

- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199

NMSA 1978) imposes civil and criminal penalties for its violation.

- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1401

EVALUATION SHEET

Offerors:

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

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident/ Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
BID OPENING

DATE: 1-Aug-25

OPENING NO.: 2026-1

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	Parkhill				✓	✓
3						
4						
5						
6						
7						
8						

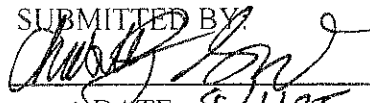
COMPANY REPRESENTATIVE

COMPANY NAME

1	Noelle Baca	CLV Finance
2	Christy Garcia	CLV Finance
3	Anthony Trujillo	CLV Finance
4	David Marquez	CLV Gas/Solid Waste
5	Adrian Hernandez	CLV PM
6		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

SUBMITTED BY: 
DATE: 8/1/25

DATE: _____



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

Meeting Date: August 20, 2025

Date Submitted: 08/08/25

Department: Utilities

Item/Topic: Award RFP #2026-02 to Bohannon Huston Inc., Water Works Engineers and Stantec Consulting for Wastewater planning, design and construction phase engineering services and enter into contracts.

Advertised: 08/01/2025 Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: August 1, 2025

Number of Proposers: 7 – Stantec, HDR, Molzen-Corbin, Souder Miller & Associates, Bohannon Huston, Parametrix, Waterworks Engineers

Fiscal Impact: Costs budgeted through City funding out of the wastewater line item number as needed.

Attachments: Original proposal, proposal opening sheet, proposals received, scoring matrix and proposed contracts

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

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

Approved For Submittal By:



Department Director



Robert A. Anaya, City Manager

Reviewed By:



Finance Director

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 30 pm, 8/1, 2025, at 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

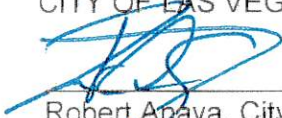
WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 North Grand Avenue, Las Vegas, NM 87701


Mailed proposals should be addressed to the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701; with the envelope marked **WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES** Opening No. 2026-02; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

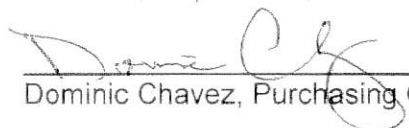
CITY OF LAS VEGAS,


Robert Anaya, City Manager


Attorney


Casandra Fresquez, City Clerk


Morris Madrid, Finance Director


Dominic Chavez, Purchasing Officer

Opening No. 2026-02

Date Issued: 7/9/25

Published: Las Vegas Optic 8/1, 2025

Albuquerque Journal 8/1, 2025

www.lasvegasnm.gov 8/1, 2025

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE
ENGINEERING SERVICES

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS
AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

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: 8/1, 2025; 2 pm; at which time all proposal received will be opened. The opening will occur at 1700 North Grand Avenue 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 FOR WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES

The City of Las Vegas, New Mexico is requesting proposals for **WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES**

For the City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform **WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES**

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

The duties of the offeror shall include but are not limited to the following services and requirements:

1. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
2. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Utility Director or designee.
3. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
4. Attend coordination meetings with City staff and any pertinent external agencies (County, State, and Federal) as required to determine and gain approvals from all pertinent entities.
5. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
6. Provide technical assistance completing environmental reviews.
7. Provide assistance completing applications and obtain funding as needed.
8. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
9. Provide technical assistance on various City projects being performed in-house as required and directed.
10. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
11. Provide construction phase engineering services.
12. Provide review of, assessment and approval of submittals and invoices.
13. Additional services as may be specifically requested by the City of Las Vegas.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of

services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 1/2" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later

Than the date and time listed. Sealed proposal envelopes shall be clearly marked

"WASTE WATER PLANNING, DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES" on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**— Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**— Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**— Offeror should provide a list of references with names and phone numbers.
4. **Familiarity with the City of Las Vegas** - Offeror's familiarity with the area the project may be located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**— The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.

- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors **shall provide one original (1) and five (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 - 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 - 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 - 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 - 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
 - 6. Documentation

- i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
- 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
- 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
- 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

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

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).

- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business (es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.

- f. *Conflict of Interest:* The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas:* The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding:* This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax:* Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification:* The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance:* (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment:* The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices:* Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards:* The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract:* This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents:* This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1401

EVALUATION SHEET

Offerors:

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

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident/ Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
BID OPENING

DATE: 1-Aug-25

OPENING NO.: 2026-2

TIME: 2:30 PM

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

ITEM(S):

RECEIVED FROM:				AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
AMOUNT PER ITEM: BID BOND:					
1	Stantec			✓	✓
2	HDR			✓	✓
3	Molzen Corbin			✓	✓
4	SMA			✓	✓
5	Behannan Huston			✓	✓
6	Parametrix			✓	✓
7	Waterwork Engineers			✓	✓
8					

COMPANY REPRESENTATIVE

COMPANY NAME

1	<u>Indelle Baca</u>	<u>CLV Finance</u>
2	<u>Charlye Brown</u>	<u>CLV Finance</u>
3	<u>Anthony Trujillo</u>	<u>CLV Finance</u>
4	<u>Adrian Attemand</u>	<u>CLV PM</u>
5		
6		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

SUBMITTED BY:

DATE: _____

DATE: _____



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

Meeting Date: August 20, 2025

Date Submitted: 8/11/25

Department: Executive

Item: Request approval of Memorandum of Understanding (MOU) between the City of Las Vegas and the Fourth Judicial District Court.

The purpose of this MOU is to establish a collaborative partnership between the City and the Court for the cleanup and restoration of the Community Garden located at the corner of Railroad Avenue and Douglas Avenue and to provide joint support for Recovery Month activities in the City.

Fiscal Impact:

Attachments: MOU

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

Approved For Submittal By:
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

Between

The City of Las Vegas, New Mexico

And

The Fourth Judicial District Court

This Memorandum of Understanding (MOU) is made and entered into as of the date of final signature below, by and between the **City of Las Vegas, New Mexico** (hereinafter "the City") and the **Fourth Judicial District Court** (hereinafter "the Court").

1. Purpose

The purpose of this MOU is to establish a collaborative partnership between the City and the Court for the **cleanup and restoration of the Community Garden located at the corner of Railroad Avenue and Douglas Avenue in Las Vegas, NM**, and to provide joint support for **Recovery Month** activities in the City.

2. Background

Recovery Month is a nationally recognized observance held every September to promote and support new evidence-based treatment and recovery practices, the emergence of a strong and proud recovery community, and the dedication of service providers and community members who make recovery possible.

The Community Garden, a valued community space, requires cleanup and restoration in preparation for a Recovery Month event to be held at or near the garden. The City and the Court are committed to enhancing the quality of life and health of residents by collaborating on this initiative.

3. City of Las Vegas Responsibilities

The City agrees to:

- Provide support for **debris removal, and general site cleanup** of the Community Garden in preparation for the Recovery Month event.
- Coordinate relevant **City departments and resources** to ensure the space is cleaned and made suitable for public use.

- Offer logistical and promotional support for the **Recovery Month event**, as appropriate and feasible.

4. Fourth Judicial District Court Responsibilities

The Court agrees to:

- Provide **ongoing support and promotion of recovery services** within the City of Las Vegas, including through court-coordinated programs and partnerships.
- **Assist in coordination and participation** in the Recovery Month event, with a focus on highlighting recovery services and success stories.
- Collaborate with the City to ensure **appropriate use of the Community Garden space** for recovery-related programming, where applicable.

5. In-Kind Contributions

The parties agree that:

- The **services provided by the City of Las Vegas** for cleanup and event support will be **returned in-kind** by the **Fourth Judicial District Court** through the **provision of recovery support services** within the community.
- This may include, but is not limited to, outreach programs, peer support initiatives, access to recovery resources, educational efforts, and collaboration with local service providers to address substance use and behavioral health challenges.

6. Mutual Agreements

Both parties agree to:

- Designate a point of contact to coordinate efforts and ensure effective communication throughout the duration of the project and the Recovery Month event.
- Work in good faith to fulfill their respective roles in support of the community and recovery-related initiatives.
- Review the impact of the collaboration following Recovery Month and explore opportunities for continued partnership.

7. Duration and Termination

This MOU will become effective upon the date of the last signature below and shall remain in effect through **October 31, 2025**, unless terminated earlier by either party with **30 days' written notice**.

8. Non-Binding Agreement

This MOU is a non-binding statement of mutual intentions. It does not create any legally enforceable obligations, nor is it intended to create any rights or responsibilities under federal, state, or local law.

9. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates written below.

City of Las Vegas, New Mexico

By: _____
Name: _____
Title: _____
Date: _____

Fourth Judicial District Court

By: _____
Name: _____
Title: _____
Date: _____



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

Meeting Date: August 20, 2025

Date Submitted: 8/11/25

Department: Executive

Item: Request approval of an Intergovernmental Real Estate Lease between the City of Las Vegas and Tierra Y Montes, SWCD.

Fiscal Impact:

Attachments: 2005 Lease Agreement

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



City Manager

Reviewed By:



Finance Director

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

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

INTERGOVERNMENTAL
REAL ESTATE LEASE

This Lease Agreement made and entered into this _____ day of _____, 2025 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter referred to as "Lessor" or "City" and Tierra Y Montes, Soil Water Conservation District Tierra 1926 Seventh Street, Las Vegas, New Mexico 87701 hereinafter referred to as "Lessee" or "Tierra".

WHEREAS, Lessor is the owner of certain real property situated on the North Side of Las Vegas, New Mexico sitting behind the City of Las Vegas Solid Waste Transfer Station and being more particularly described in Exhibit "A" attached. The Four (4) Acres of Land are located within section 13, T16N, R16E, N.M.P.M. as projected into the Las Vegas Grant, San Miguel County, New Mexico, and by reference made a part hereof; and

WHEREAS, Lessor desires to lease the above described real property to begin a forestry project in order to encourage the thinning of watershed in the area, including the Gallinas Water Shed;

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. It is understood that this lease is between governmental entities and therefore exempt from the Procurement Code.
2. The City of Las Vegas is a Municipal Corporation the State of New Mexico created pursuant to the New Mexico Statutes Annotated.
3. "Tierra" is a Governmental Subdivision of the State of New Mexico and considered a "Special District" by the Soil and Water Conservation District Act, Chapter 73-20-25 through 73-20-49 NMSA 1978 comp).
4. A publicly elected Board of Directors governs Tierra and the Board for the current year is as follows Rita Gallegos, Chair; Napoleon Quintana, Vice Chair; Martin Gallegos, Secretary/Treasurer; Richard Valencia, Member; Donny Estrada, Member
5. The signors on the lease agreement will be Rita Gallegos, Chair and David Romero, Mayor.
6. The purpose of the Lease Agreement is to facilitate Tierra Y Montes, SWCD Mission including but not limited to developing a forestry project in order to encourage the thinning of the watersheds in the area, including the Gallinas Watershed. Thinning of the watersheds will improve water quality and increase the quantity of water available as well as prevent catastrophic wildfire.
7. The City of Las Vegas is supported by a clean and well managed watershed and will benefit from these particular goals of Tierra Y Montes.

8. Tierra Y Montes has constructed solar kilns for the drying of lumber and wood products. They will also be providing the use of a planer, edger, and sander for lumber finishing. Various rough-cut lumber producers, will be bringing their cut lumber to the site for finishing and drying. Furniture builders will also bring their cut lumber to the site for drying. A list of builders and producers will be furnished to the City. Tierra Y Montes, SWCD will be composting any bi- product of this project as a joint venture with the City and other entities.

9. Tierra Y Montes, S. W.C. D. will indemnify and hold harmless the City of Las Vegas from any and all liabilities for any harm or damage to Lessee's Equipment and all liability which occurs or originates on the leased site. Lessee shall maintain proper insurance and furnish proof of such to the City within 30 days of signing this lease.

10. It will be the Lessee's duty to maintain the acreage leased and provide a quarterly update to the City of Las Vegas governing body.

11. Nothing herein contained shall be construed to be a joint venture as between Lessor and Lessee. Lessee shall be responsible for any and all damages to persons or property resulting from or growing out of Lessee's negligence, and Lessee hereby promises and agrees to indemnify and save Lessor harmless from any and all damages sustained by Lessor or any third party, as the result of any such negligence on the part of Lessee or anyone under him/ her.

12. It is expressly understood and agreed by and between the parties hereto that each and every one of the covenants and conditions by Lessee to be kept and maintained are of the essence, and the failure of Lessee to keep such covenants, or the breach by Lessee of any condition herein contained shall forthwith and without further notice terminate this Lease Agreement and all rights of Lessee thereunder. Any waiver by Lessor of the breach by Lessee of any term of condition or breach thereof by Lessee shall operate solely as to such performance, or non- performance on the part of Lessee, and shall not operate as a waiver in the future of the performance or failure to perform the conditions of this Lease Agreement by Lessee. Each and every term and condition hereof shall be considered a material part of the consideration for the execution of this Lease Agreement.

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

14. It is understood and agreed by the parties hereto that if any part, term or provision of this Lease Agreement is by the Courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the

right and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

15. The land leased is " AS IS" without any maintenance from the" Lessor".

16. It is mutually agreed that time is the essence of this Lease Agreement. Should the Lessee fail to keep the arrangements or make any of the said payments at the respective time herein specified, after written demand for such payments addressed to, Lessee Tierra Y Montes SWCD, 1926 Seventh Street, Las Vegas, New Mexico 87701, then the City may immediately begin the process of eviction.

17. It is mutually understood and agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, respectively, of the parties to this lease agreement.

18. This Lease Agreement supersedes any prior Agreements on record between Lessee and Lessor

TERM:

1. This Lease shall remain in full force and effect for ten (10) years. After this period the lease will be evaluated and renegotiated.

2. **The City may terminate this agreement if the City Solid Waste Operations is being impacted by the leased property at which time the City has the right to terminate immediately at the sole discretion of the City.

RENT:

1. Rent shall be twelve hundred dollars (\$1,200) per year payable the 1st day of September of each new year.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
(Signature Page follows)

THIS LEASE AGREEMENT HAS BEEN AGREED TO BY THE FOLLOWING:

CITY OF LAS VEGAS

David Romero, Mayor

Date

ATTEST:

Casandra Fresquez City Clerk,

Date

REVIEWED AND APPROVED

Robert A. Anaya City Manager

Date

City Attorney

Date

Morris Madrid, Finance Director

Date

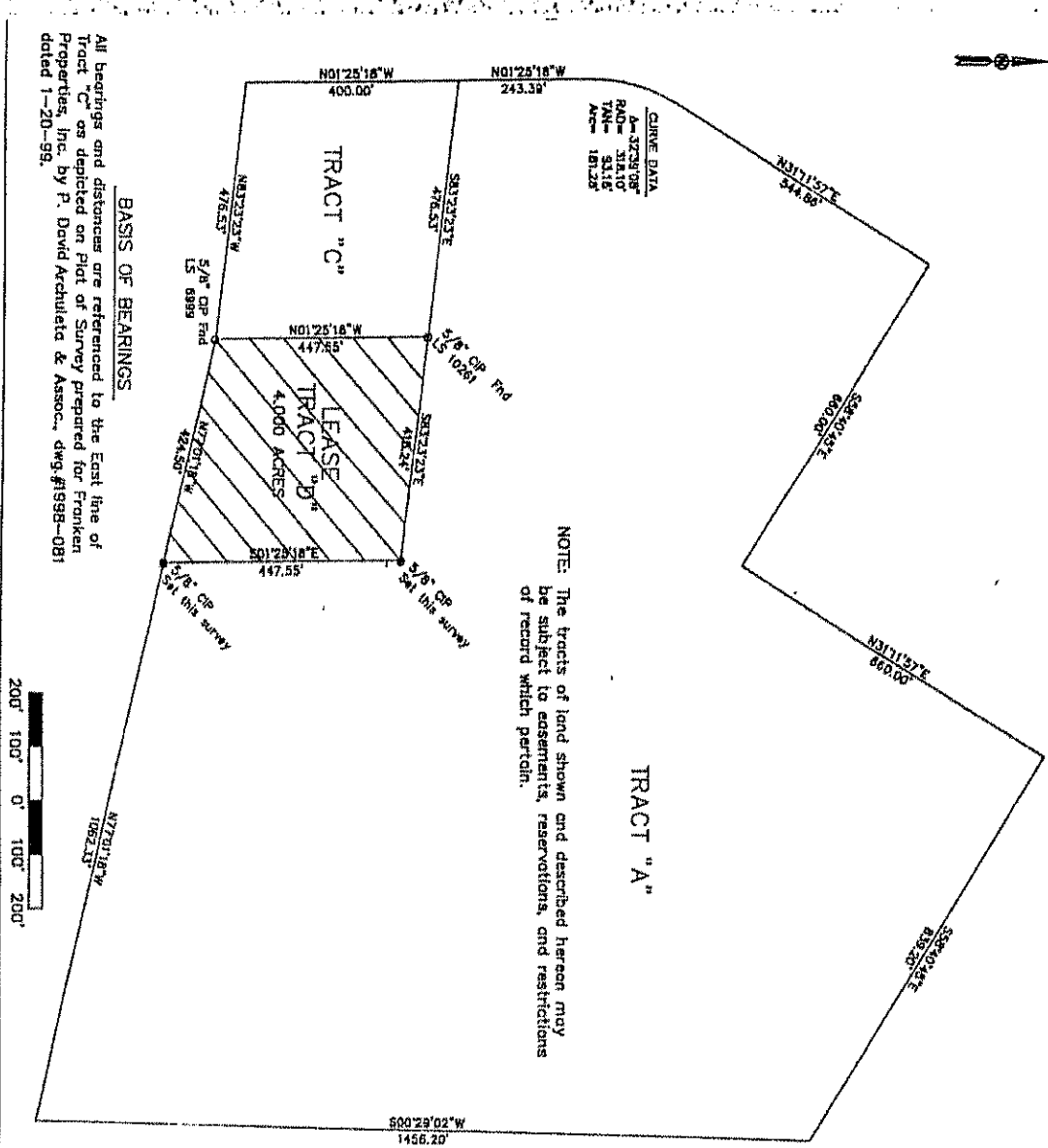
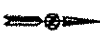
**Tierra Y Montes Soil Water Date
Conservation District**

By: _____

Date

Signature: _____

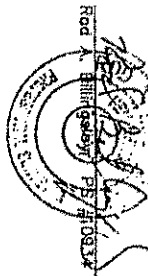
Title: _____



REFERENCE DOCUMENTS

1. Plat of survey prepared for Keanie Monty by Wharton & Assoc. drawing #95068, dated 8-17-95, filed in book 29, page 134, #3595, San Miguel Co. Courthouse.
2. Plat of survey prepared for Franken Properties, Inc. by P. David Archuleta & Assoc., drawing #1398-081 dated 1-20-99, filed in book 35, page 16, #5716, San Miguel Co. Courthouse.

I, Rod Billingsley, hereby certify that this plat represents an easement survey conducted by assistants under my direction on Dec. 14, 1999, and that it is strictly conformable to the notes thereof and that it meets the minimum requirements of the Standards for Land Surveyors in New Mexico, and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act.



12-17-99
Date

INDEXING INFORMATION FOR COUNTY CLERK A portion of Tract "A" belonging to The City of Las Vegas, located within Sec. 13, T16N, R10E, N.M.P.M., as projected into the Las Vegas Grant, San Miguel County, New Mexico.			
PLAT OF SURVEY LEASE TRACT "D"			
Scale: 1"=200'	Approved by:	Drawn by: bej	
Date: Dec. 1999		4ccred.dwg	
For: TIERRA Y AGENTES SOIL AND WATER CONSERVATION DISTRICT			
Prepared by: BILLINGSLEY ENGINEERING, P.C. LAS VEGAS, NEW MEXICO 87010	Drawing no.: 12-15-99		

BE

INTERGOVERNMENTAL
REAL ESTATE LEASE

This Lease Agreement made and entered into this 17th day of August, 2005 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter referred to as "Lessor" and Tierra Y Montes, Soil Water Conservation District ("Tierra") 1926 Seventh Street, Las Vegas, New Mexico 87701 hereinafter referred to as "Lessee",

WITNESSETH;

WHEREAS, Lessor is the owner of certain real property situated on the North Side of Las Vegas, New Mexico sitting behind the City of Las Vegas Solid Waste Transfer Station and being more particularly described in Exhibit "A" attached. The Four (4) Acres of Land are located within section 13, T16N,R16E, N.M.P.M. as projected into the Las Vegas Grant, San Miguel County, New Mexico, and by reference made a part hereof; and

WHEREAS, Lessor desires to lease the above described real property to begin a forestry project in order to encourage the thinning of watershed in the area, including the Gallinas Water Shed;

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. It is understood that this lease is between governmental entities and therefore exempt from the Procurement Code.
2. The City of Las Vegas is a Municipal Corporation the State of New Mexico created pursuant to the New Mexico Statutes Annotated.
3. "Tierra" is a Governmental Subdivision of the State of New Mexico and considered a "Special District" by the Soil and Water Conservation District Act, (Chapter 73-20-25 through 73-20-49 NMSA 1978 comp) .
4. A publicly elected Board of Directors governs Tierra and the Board for the current year is as follows: Rita Gallegos, Chair ; Alvin Martinez, Vice Chair; Napoleon Quintana, Secretary/Treasurer; Gabriel Estrada,, Member.
5. The signors on the lease agreement will be Rita Gallegos and Frances Martinez, Managers.
6. The purpose of the Lease Agreement is to facilitate Tierra Y Montes, SWCD Mission including but not limited to developing a forestry project in order to encourage the thinning of the watersheds in the area, including the Gallinas Watershed. Thinning of the watersheds will improve water quality and increase the quantity of water available as well as prevent catastrophic wildfire.
7. The City of Las Vegas is dependent upon a clean and well managed watershed and will benefit from these particular goals of Tierra Y Montes.
8. Tierra Y Montes has constructed solar kilns for the drying of lumber and wood products. They will also be providing the use of a planer, edger, and sander for lumber finishing. Various rough-cut lumber producers, will be bringing their cut lumber to the site for finishing and drying. Furniture builders will also bring their cut lumber to the site for drying. Tierra Y Montes, SWCD will be

LEASE AGREEMENT

PAGE 2

composting any bi-product of this project as a joint venture with the City and other entities.

9. Tierra Y Montes, S.W.C.D. will indemnify and hold harmless the City of Las Vegas from any and all liabilities for any harm or damage to Lessee's Equipment and all liability which occurs or originates on the leased site.
10. It will be "Tierra" duty to maintain the acreage leased.
11. Nothing herein contained shall be construed to be a joint venture as between Lessor and Lessee. Lessee shall be responsible for any and all damages to persons or property resulting from or growing out of Lessee's negligence, and Lessee hereby promises and agrees to indemnify and save Lessor harmless from any and all damages sustained by Lessor or any third party, as the result of any such negligence on the part of Lessee or anyone under him/her.
12. It is expressly understood and agreed by and between the parties hereto that each and every one of the covenants and conditions by Lessee to be kept and maintained are of the essence, and the failure of Lessee to keep such covenants, or the breach by Lessee of any condition herein contained shall forthwith and without further notice terminate this Lease Agreement and all rights of Lessee thereunder. Any waiver by Lessor of the breach by Lessee of any term of condition or breach thereof by Lessee shall operate solely as to such performance, or non- performance on the part of Lessee, and shall not operate as a waiver in the future of the performance or failure to perform the conditions of this Lease Agreement by Lessee. Each and every term and condition hereof shall be considered a material part of the consideration for the execution of this Lease Agreement.
13. It is understood and agreed by the parties hereto that if any part, term or provision of this Lease Agreement is by the Courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the right and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
14. The land leased is "AS IS" without any maintenance from the "Lessor".
15. It is mutually agreed that time is the essence of this Lease Agreement. Should the Lessee fail to keep the arrangements or make any of the said payments at the respective time herein specified, after written demand for such payments addressed to, Lessee Tierra Y Montes SWCD, 1926 Seventh Street, Las Vegas, New Mexico 87701, then the City may immediately begin the process of eviction.
16. It is mutually understood and agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns, respectively, of the parties to this lease agreement.
17. This Lease Agreement supercedes any prior Agreements on record between Lessee and Lessor.

LEASE AGREEMENT
PAGE 3

TERM:

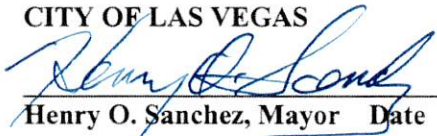
1. This Lease shall remain in full force and effect for twenty (20) years. After this period the lease will be evaluated and renegotiated. (NOTE: #12 Section should be adhered to).
2. **The City may terminate this agreement if the City Solid Waste Operations is being impacted by the leased property at which time the City has the right to terminate.

RENT:

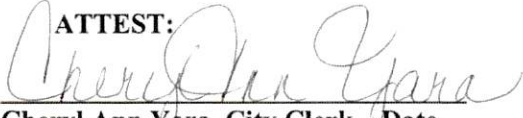
1. Rent shall be (\$1.00) dollar per year payable the 1st day of January of each new year.

THIS LEASE AGREEMENT HAS BEEN AGREED TO BY THE
FOLLOWING:

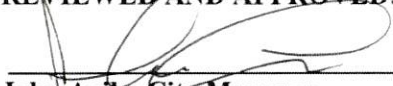
CITY OF LAS VEGAS

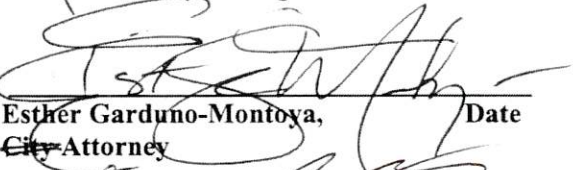

Henry O. Sanchez, Mayor Date 8/26/05


ATTEST:

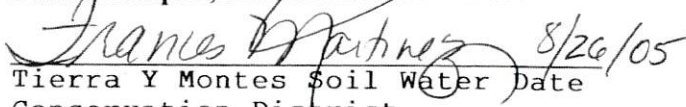

Cheryl Ann Yara, City Clerk Date

REVIEWED AND APPROVED:


John Avila, City Manager Date 8/26-5


Esther Garduno-Montoya, City Attorney Date


Dennis Marquez, Finance Director Date


Francis Martinez, Tierra Y Montes Soil Water Conservation District Date 8/26/05

AGREEMENT#11178-00

INTERGOVERNMENTAL
REAL ESTATE LEASE

This Lease Agreement made and entered into this 17th day of August 2005 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter referred to as "Lessor" and Tierra Y Montes, Soil Water Conservation District ("Tierra") 1926 Seventh Street, Las Vegas, New Mexico 87701 hereinafter referred to as "Lessee",

WITNESSETH;

WHEREAS, Lessor is the owner of certain real property situated on the North Side of Las Vegas, New Mexico siting behind the City of Las Vegas Solid Waste Transfer Station and being more particularly described in Exhibit "A" attached. The Four (4) Acres of Land are located within section 13, T16N,R16E, N.M.P.M. as projected into the Las Vegas Grant, San Miguel County, New Mexico, and by reference made a part hereof; and

WHEREAS, Lessor desires to lease the above described real property to begin a forestry project in order to encourage the thinning of watershed in the area, including the Gallinas Water Shed;

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. It is understood that this lease is between governmental entities and therefore exempt from the Procurement Code.
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4. A publicly elected Board of Directors governs Tierra and the Board for the current year is as follows: Rita Gallegos, Chair; Alvin Martinez, Vice Chair; Napoleon Quintana, Secretary/Treasurer; Gabriel Estrada, Member.
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LEASE AGREEMENT

PAGE 2

- composting any bi-product of this project as a joint venture with the City and other entities.
9. Tierra Y Montes, S.W.C.D. will indemnify and hold harmless the City of Las Vegas from any and all liabilities for any harm or damage to Lessee's Equipment and all liability which occurs or originates on the leased site.
 10. It will be "Tierra" duty to maintain the acreage leased.
 11. Nothing herein contained shall be construed to be a joint venture as between Lessor and Lessee. Lessee shall be responsible for any and all damages to persons or property resulting from or growing out of Lessee's negligence, and Lessee hereby promises and agrees to indemnify and save Lessor harmless from any and all damages sustained by Lessor or any third party, as the result of any such negligence on the part of Lessee or anyone under him/her.
 12. It is expressly understood and agreed by and between the parties hereto that each and every one of the covenants and conditions by Lessee to be kept and maintained are of the essence, and the failure of Lessee to keep such covenants, or the breach by Lessee of any condition herein contained shall forthwith and without further notice terminate this Lease Agreement and all rights of Lessee thereunder. Any waiver by Lessor of the breach by Lessee of any term of condition or breach thereof by Lessee shall operate solely as to such performance, or non-performance on the part of Lessee, and shall not operate as a waiver in the future of the performance or failure to perform the conditions of this Lease Agreement by Lessee. Each and every term and condition hereof shall be considered a material part of the consideration for the execution of this Lease Agreement.
 13. It is understood and agreed by the parties hereto that if any part, term or provision of this Lease Agreement is by the Courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the right and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
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LEASE AGREEMENT
PAGE 3

TERM:

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(NOTE: #12 Section should be adhered to).
2. **The City may terminate this agreement if the City Solid Waste Operations is being impacted by the leased property at which time the City has the right to terminate.

RENT:

1. Rent shall be (\$1.00) dollar per year payable the 1st day of January of each new year.

THIS LEASE AGREEMENT HAS BEEN AGREED TO BY THE
FOLLOWING:

CITY OF LAS VEGAS

Henry O. Sanchez 8/24/05
Henry O. Sanchez, Mayor Date

ATTEST:

Cheryl Ann Yara
Cheryl Ann Yara, City Clerk Date

REVIEWED AND APPROVED:

John Avila
John Avila, City Manager

8/26/05
Date

Esther Garduno-Montoya
City Attorney

8/26/05
Date

Dennis Marquez
Dennis Marquez, Finance Director

8/26/05
Date

Tierra Y Montes
Tierra Y Montes Soil Water
Conservation District