

# 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  
September 15, 2025-Monday-5:30 p.m.  
City Chambers  
1700 North Grand Avenue  
Las Vegas, NM 87701**

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**AGENDA**

City Council Meetings are

Available via YouTube

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
  - Certificates of Recognition for Employees who have dedicated 20+ years to the City of Las Vegas
- VIII. COUNCILORS' REPORTS**
- IX. POLICE CHIEF'S REPORT**
- X. FINANCE REPORT**
- XI. PRESENTATIONS /POSSIBLE DIRECTION(not to exceed 10-15 minutes)**

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David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4

- Presentation by David Marquez, Gas/Solid Waste Director speaking on the Solid Waste cleanup by ward.
- Presentation by Travis Martinez, Water Director giving an update on Water Treatment Facility.

**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 Addendum #2 to Contract #4019-23 with Molzen/Corbin and Associates for engineering services for the Public Works Department.

*Arnold Lopez, Public Works Director* RFP #2024-02 was awarded on 9/27/23 and agreement #4019-23 was signed on 9/27/23. The extended term of this agreement will be for one (1) year.

2. Request approval of Addendum #2 to Contract #4020-23 with Molzen/Corbin for engineering services for the Las Vegas Municipal Airport.

*Arnold Lopez Development Director* RFP #2024-02 was awarded on 9/27/23 and agreement #4020-23 was signed on 9/27/23. The extended term of this agreement will be for one (1) year.

3. Request approval of Addendum #2 to Contract #4024-23 with Stantec Consulting Services for engineering services for the Public Works Department.

*Arnold Lopez Public Works Director* RFP #2024-02 was awarded on 10/4/23 and agreement #4024-23 was signed on 10/4/23. The extended term of this agreement will be for one (1) year.

4. Request approval of Addendum #2 to Contract #4025-23 with Miller Engineering Consultants Inc. for engineering services for the Public Works Department.

*Arnold Lopez Public Director* RFP #2024-02 was awarded on 10/4/23 and agreement #4025-23 was signed on 10/4/23. The extended term of this agreement will be for one (1) year.

5. Request approval of Addendum #1 to Contract #4144-24 with Domenici Law Firm P.C. for water rights consulting and legal services as needed.

*Travis Martinez, Water Director* RFP #2025-08 was awarded on 10/9/24 and agreement #4144-24 was signed on 10/9/24. The extended term of this agreement will be for one (1) year.



6. Request approval of Addendum #1 to Contract #4147-24 with Polydyne Inc. for delivery of Clarifloc C-358 polymer to the water treatment plant as needed.

**Travis Martinez, Water Director** RFP #2025-01 was awarded on 10/9/24 and agreement #4147-24 was signed on 10/9/24. The extended term of this agreement will be for one (1) year.

7. Request approval of Addendum #1 to Contract #4145-24 with PVS DX Inc. for delivery of sodium chloride to the water treatment plant as needed.

**Travis Martinez, Water Director** RFP #2025-01 was awarded on 10/9/24 and agreement #4145-24 was signed on 10/9/24. The extended term of this agreement will be for one (1) year.

8. Request approval of Addendum #1 to Contract #4143-24 with Ortiz & Zamora Attorney at Law, LLC for City Attorney Services.

**Travis Martinez, Water Director** RFP #2025-06 was awarded on 10/9/24 and agreement #4143-24 was signed on 10/9/24. The extended term of this agreement will be for one (1) year.

### **XIII. BUSINESS ITEMS**

1. Request approval to enter into an encroachment agreement with David P. Follmer.

**Lucas Marquez, Community Development Director** Mr. Follmer is requesting to enter into an encroachment agreement with the City of Las Vegas on his property located at 1210 San Francisco Avenue. The Planning & Zoning/Board of Adjustments heard this case and made a recommendation for approval of the encroachment agreement on August 25, 2025.

2. Conduct a Public Hearing and request approval of Ordinance No. 25-07 granting an amendment to the City of Las Vegas official zoning map from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) for property located at 907 East Prince Street, Las Vegas, NM 87701.

**Lucas Marquez, Community Development Director** Mr. Basel Joe Hana has petitioned the City of Las Vegas to rezone the property located at 907 East Prince Street The P&Z/Board of Adjustments heard this case and made a recommendation for approval of this zone change on August 25, 2025.

3. Conduct a Public Hearing and request approval of Ordinance No. 25-06 granting an amendment to the City of Las Vegas official zoning map from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) for property located at 12 Grand Avenue, Las Vegas, NM 87701.

***Lucas Marquez, Community Development Director*** Ms. Star Ford has petitioned the City of Las Vegas to rezone the property located at 12 Grand Avenue. The P&Z/Board of Adjustments heard this case and made the recommendation for approval of this zone change on August 25, 2025.

4. Request approval of City of Las Vegas Lodgers' Tax funding for Final Al Fresco in the amount of \$44,655.00.

***Lucas Marquez, Community Development Director*** This event was originally scheduled for the weekend of September 19, 20 & 21, 2025, however the date was changed.

5. Request approval of Resolution No. 25-46 to apply for funding to the Local Government Planning Fund to develop an Affordable Housing Act Plan.

***Travis Martinez, Water Director*** The financial assistance requested is in the amount of \$100,000.00.

6. Request approval of Resolution No. 25-44 to apply for funding to the Water Trust Board for the 8<sup>th</sup> Street Water Line Extension Project.

***Travis Martinez, Water Director*** The financial assistance requested is in the amount of \$1,500,000.00.

7. Request approval of Resolution No. 25-42 to apply for funding to the Water Trust Board for the 7<sup>th</sup> Street Water Line Replacement Project.

***Travis Martinez, Water Director*** The financial assistance requested is in the amount of \$2,000,000.00.

8. Request approval of Resolution No. 25-45 to apply for funding to the Water Trust Board for the 3 New Storage Tanks and 1 Storage Tank Rehabilitation Project.

***Travis Martinez, Water Director*** The financial assistance requested is in the amount of 20,000,000.00.

9. Request approval of Resolution No. 25-43 to apply for funding to the Water Trust Board for the Water Meter Replacement Project.

***Travis Martinez, Water Director*** The financial assistance requested is in the amount of 4,000,000.00.

#### **XIV. ADJOURN**

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

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

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



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



**CITY OF LAS VEGAS POLICE DEPARTMENT**  
**Chief Caleb Marquez**

**Monthly Report**

**August 2025**

OPERATIONAL UPDATE(S):

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

- a. 158 Traffic Citations
- b. 02 Non-Traffic Citations
- c. 67 Parking Citations
- d. 54 Arrests Made
- e. 11 Animal Control
- a. 01 Burglary Calls 01 Offense Incident Report made from the 01 Burglary Calls
- f. 1404 Calls for Service

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

- a. 1609 Total Calls for Service
- b. 1403 Incoming Calls for Police Department
- c. 212 Incoming Calls for Fire Department
- d. 189 Incoming Calls for AMR Medic
- e. 34 Incoming Calls for Animal Control
- f. 30 Incoming Calls for City Service
- g. 816 Incoming Calls for 9-1-1

**III. Animal Care Center Statistics - Aug. 1 thru Aug. 31 2025.**

<u>August 2025</u>	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<b><u>Beginning Shelter Count</u></b>	64	23	87
Intake from Public (Live Dogs & Cats ONLY)	31	14	45
Adoptions	08	01	09
Outgoing Transfers to Org. Outside Community/Coalition	15	17	32
Return to Owner/Guardian	03	-	03
<b><u>Dogs &amp; Cats Euthanized</u></b>			
Healthy	01	-	01
Unhealthy/Untreatable	01	-	01
<b><u>Ending Shelter Count</u></b>	67	19	86

**Notes:**

- As of September 1, 2025, the Animal Control Center (ACC) has reached full capacity. The placement of large dogs and puppies is proving challenging, whereas small dogs and cats are being adopted at a significantly faster rate.



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**Information Division (Records) - Aug. 1 thru Aug. 31 2025.**

- a. 162 Offense Incident Reports Closed
- b. 44 Traffic Accident Reports Closed
- c. 238 Citations Entered
- d. 162 Customers Attended
- e. 388 Documents Scanned
- f. 31 City of Las Vegas IPRA's Completed

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

- Indexing 2013-2017 Reports for Destruction Order
- Started Indexing 2018-2021 Records for Destruction
- Completed Destruction Order for 2013-2017 Records
- Started Records Maintenance Management

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

**Street Crimes Unit Cases:**

- a. 07 Assigned Cases (Investigated for Follow-Up)
- b. 21 Self Initiated
- c. 06 Arrests Made
- d. 06 Search Warrants
- e. 18 Closed Cases

**Meetings Attended by Street Crimes Unit:**

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

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

**Entered into Evidence/Evidence worked on:**

- a. 108 Evidence Cases In
- b. 180 Evidence Items Turned In
- c. 02 Property Released
- d. 4.38 Grams Methamphetamine (Patrol)
- e. 09 Suboxone Strips
- f. 16 Fentanyl Pill
- g. 01 Gram Cocaine
- h. 25 Other Prescription Pills
- i. 06 Grams of Marijuana
- j. 151 IPREA Request CD-R/DVD-R

**Notes:**

Detectives responded to twenty (20) calls for service during the month of August.





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**VI. Travel/Training - Aug. 1 thru Aug. 31 2025.**

**Information Only Travel:**

→ Twenty-eight (28) Information Only Travel for the Month of August 2025.

This month, increased travel was incurred due to six new hires traveling for pre-Employment/pre-Academy medical and psychological examinations, as well as fingerprinting requirements. Due to the duration and availability of these appointments, new employees were scheduled on different dates and times.

These new hires also traveled to Kaufmans for the sizing of uniforms, academy uniforms, and body armor vests.

A Communication Specialist traveled to Santa Fe to attend the NMLEA Public Safety Telecommunication training class.

Additional travel expenditures include employees retrieving units under factory warranty for repair, and the transportation of evidence for drop-off or pick-up.

**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) Communications Specialist (D. Lowery) participated in Class #168 of the NMLEA Public Safety Telecommunication training, which commenced in Santa Fe, NM on August 10, 2025, and concluded with graduation on August 30, 2025.
- One (1) Detective (D. Romero) attended the Taser Instructor Training on Ruidoso, NM on August 12-13, 2025
- One (1) Detective (G. Lozano) attended the Instructor Development training in Albuquerque NM on August 25-29, 2025.

**Grant Operations**

The following Traffic Safety Operations for August 2025.

Two (2) ENDWI Saturation Patrol operations was conducted on the following dates:

August 21, 2025

August 23, 2025

The following citations were issued:

# Suspended/Revoked	01	# Uninsured Motorists	03	# Speeding	06
# Other Citations	09	# Misdemeanor Arrests	01	<b>Total Citations</b>	<b>20</b>



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**VII. Recruiting- Aug. 1 thru Aug. 31 2025.**

**Recruitment:**

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

- **Police Officers-** Four (4) applicants are interested in the vacant position. Three (3) Uncertified and One (1) Certified Police Officer.
- **Communications Specialist-** Four (0) 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:**

- Four (4) uncertified police officers were hired.
- Interviews were conducted for two (2) Information Specialists and one (1) Animal Control Officer positions.
- In-service training sessions are underway for six (6) new uncertified police officers.
- Entry-level officer recruitment testing will be held twice a month, contingent on applicant and recruitment scheduling.
- 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 August 2025**

- Friday Night Al Fresco events took place every Friday in August 2025.
- Luna Community College Recruitment Event August 15, 2025.
- Telecommunicator Class #168 Graduation, Santa Fe NM August 29, 2025.
- People's Fair August 30, 2025
- Fall Fiestas August 29-31, 2025



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**CITY OF LAS VEGAS POLICE DEPARTMENT**  
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**IX. Vacancies as of August 2025:**

- a. 1 Police Commander
- b. 3 Police Lieutenant (Field Ops)
- c. 1 Police Sergeant (Field Ops)
- d. 2 Investigator
- e. 1 Narcotic Agent Sergeant
- f. 1 Narcotics Agent
- g. 2 Police Officers
- h. 1 Community Service Aide (CSA)
- i. 1 Communication Specialist (Dispatcher) FT
- j. 2 Communication Specialist (Dispatcher)PT
- k. 1 Communication Manager
- l. 1 Information Specialist (Records)
- m. 2 Animal Control Officer
- n. 1 Violent Crime Victims Advocate

**Total: 20 Vacancies**



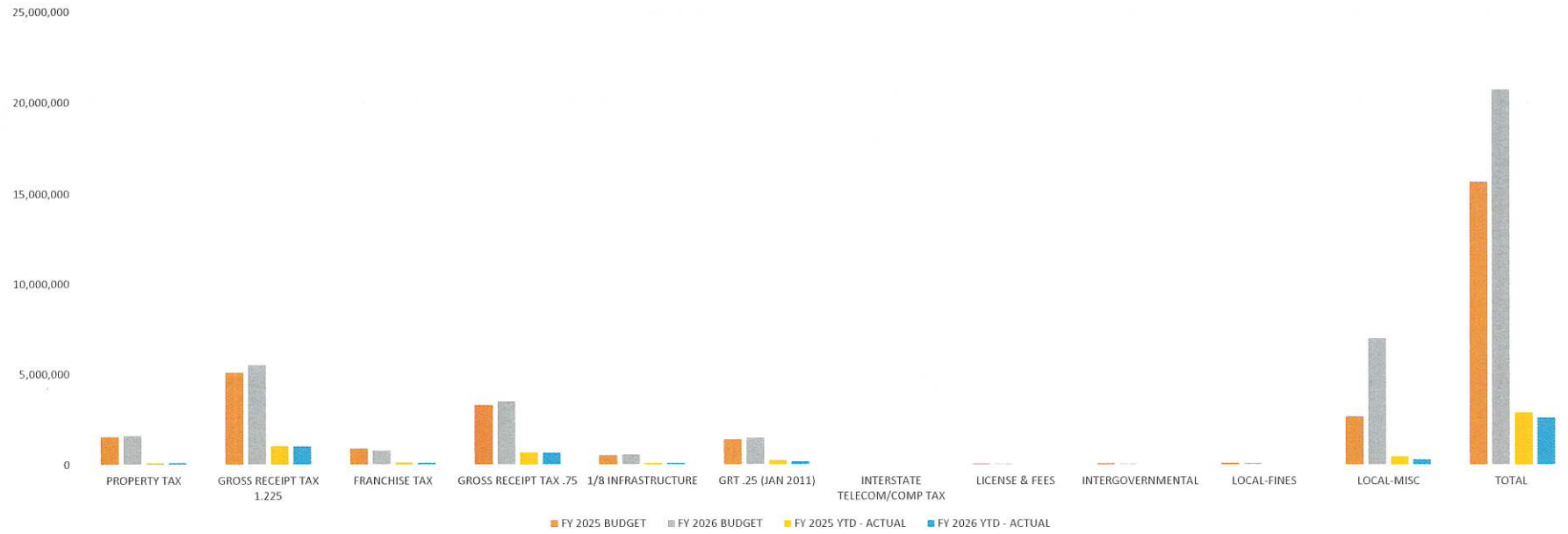
**GENERAL FUND REVENUE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G
	FY 2025	FY 2026	FY 2026	FY 2025	FY 2026	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	FY 2025
PROPERTY TAX	1,530,000	1,600,000	266,667	114,880	111,050	7%
GROSS RECEIPT TAX 1.225	5,100,000	5,500,000	916,667	1,037,877	1,019,054	19%
FRANCHISE TAX	900,000	800,000	133,333	137,934	129,576	16%
GROSS RECEIPT TAX .75	3,300,000	3,500,000	583,333	680,575	668,232	19%
1/8 INFRASTRUCTURE	530,000	580,000	96,667	106,576	102,180	18%
GRT .25 (JAN 2011)	1,400,000	1,500,000	250,000	267,290	203,927	14%
INTERSTATE TELECOM/COMP TAX	0	0	0	12,929	20,829	
LICENSE & FEES	67,000	82,000	13,667	18,620	9,249	11%
INTERGOVERNMENTAL	85,000	85,000	14,167	22,099	-	0%
LOCAL-FINES	105,500	101,000	16,833	12,410	14,624	14%
LOCAL-MISC	2,655,700	6,994,700	1,165,783	481,824	314,936	5%
TOTAL	15,673,200	20,742,700	3,457,117	2,893,013	2,593,659	13%

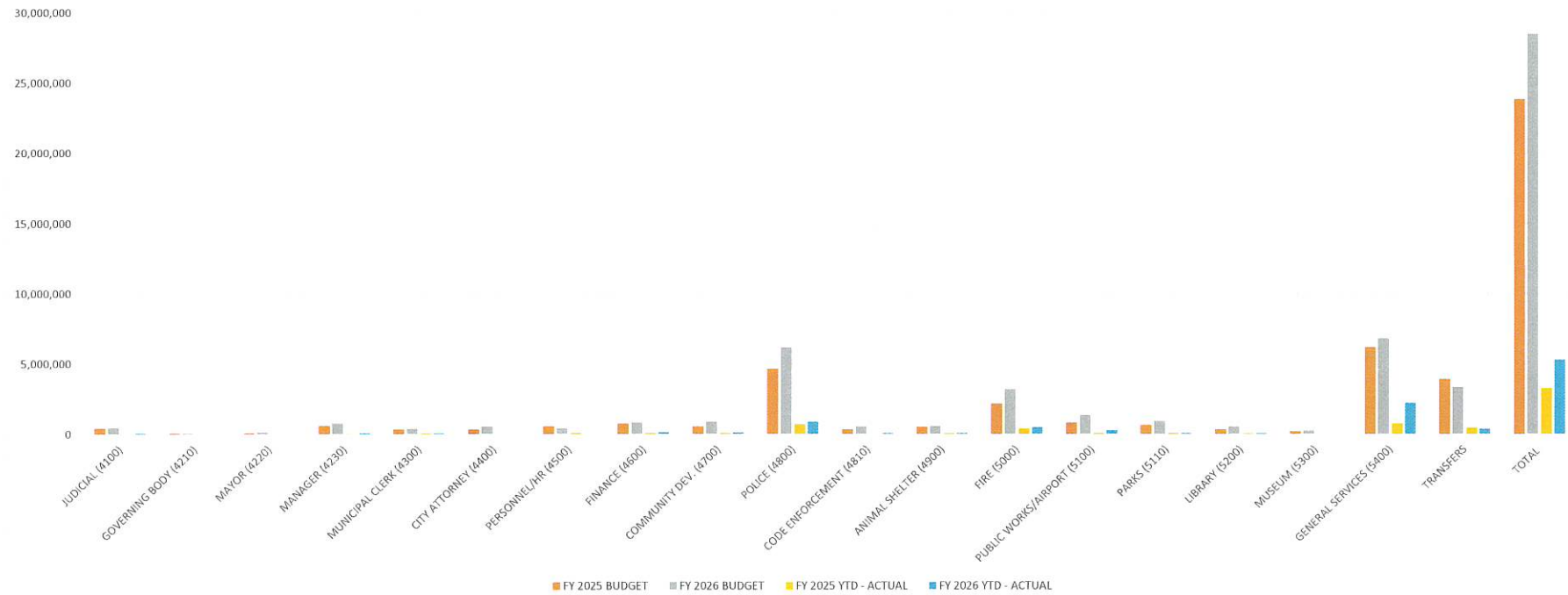
(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)  
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

	<u>Total Budget to Actual Comparison</u>						
	A	B	C	D	E	F	H
	FY 2025	FY 2026	FY 2026	FY 2025	FY 2026	FY 2026	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%
JUDICIAL (4100)	441,873	453,033	75,506	57,878	67,726	385,307	15%
GOVERNING BODY (4210)	71,895	68,995	11,499	11,431	8,981	60,014	13%
MAYOR (4220)	95,873	125,739	20,957	5,090	24,098	101,641	19%
MANAGER (4230)	616,408	787,745	131,291	51,937	94,098	693,647	12%
MUNICIPAL CLERK (4300)	359,769	392,383	65,397	62,829	60,538	331,845	15%
CITY ATTORNEY (4400)	346,946	556,909	92,818	19,373	113	556,796	0%
PERSONNEL/HR (4500)	577,625	405,130	67,522	87,790	43,265	361,865	11%
FINANCE (4600)	778,179	822,797	137,133	105,173	151,847	670,950	18%
COMMUNITY DEV. (4700)	550,366	909,716	151,619	93,656	139,633	770,083	15%
POLICE (4800)	4,666,989	6,197,734	1,032,956	731,433	921,419	5,276,315	15%
CODE ENFORCEMENT (4810)	358,222	554,471	92,412	30,774	97,075	457,396	18%
ANIMAL SHELTER (4900)	534,181	576,803	96,134	72,440	100,964	475,839	18%
FIRE (5000)	2,216,023	3,229,377	538,230	403,350	502,970	2,726,407	16%
PUBLIC WORKS/AIRPORT (5100)	849,178	1,376,748	229,458	99,656	287,530	1,089,218	21%
PARKS (5110)	661,411	951,367	158,561	93,380	96,021	855,347	10%
LIBRARY (5200)	347,268	553,170	92,195	68,853	74,360	478,810	13%
MUSEUM (5300)	215,098	275,794	45,966	30,740	10,512	265,283	4%
GENERAL SERVICES (5400)	6,212,220	6,866,092	1,144,349	788,972	2,257,047	4,609,045	33%
TRANSFERS	3,954,693	3,364,311	560,719	491,720	391,048	2,973,263	12%
TOTAL	23,854,217	28,468,314	4,744,719	3,306,475	5,329,244	23,139,070	19%

## GENERAL FUND REVENUE



## GENERAL FUND EXPENSE



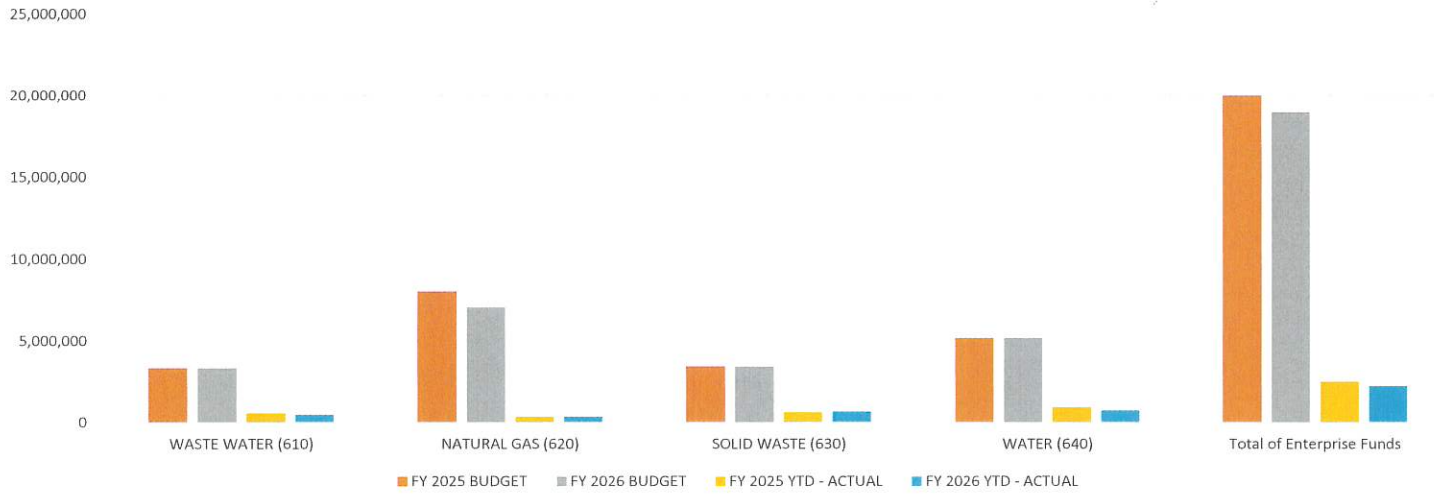
**ENTERPRISE FUNDS-REVENUE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

<u>Total Budget to Actual Comparison</u>						G (E/B) % BUDGET
A	B	C	D	E		
FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL		
WASTE WATER (610)	3,321,800	3,321,800	553,633	566,556	479,265	14%
NATURAL GAS (620)	8,037,000	7,042,250	1,173,708	360,827	347,956	5%
SOLID WASTE (630)	3,440,900	3,440,900	573,483	632,712	659,704	19%
WATER (640)	5,174,220	5,174,220	862,370	950,867	747,431	14%
<i>Total of Enterprise Funds</i>	<u>19,973,920</u>	<u>18,979,170</u>	<u>3,163,195</u>	<u>2,510,963</u>	<u>2,234,357</u>	12%

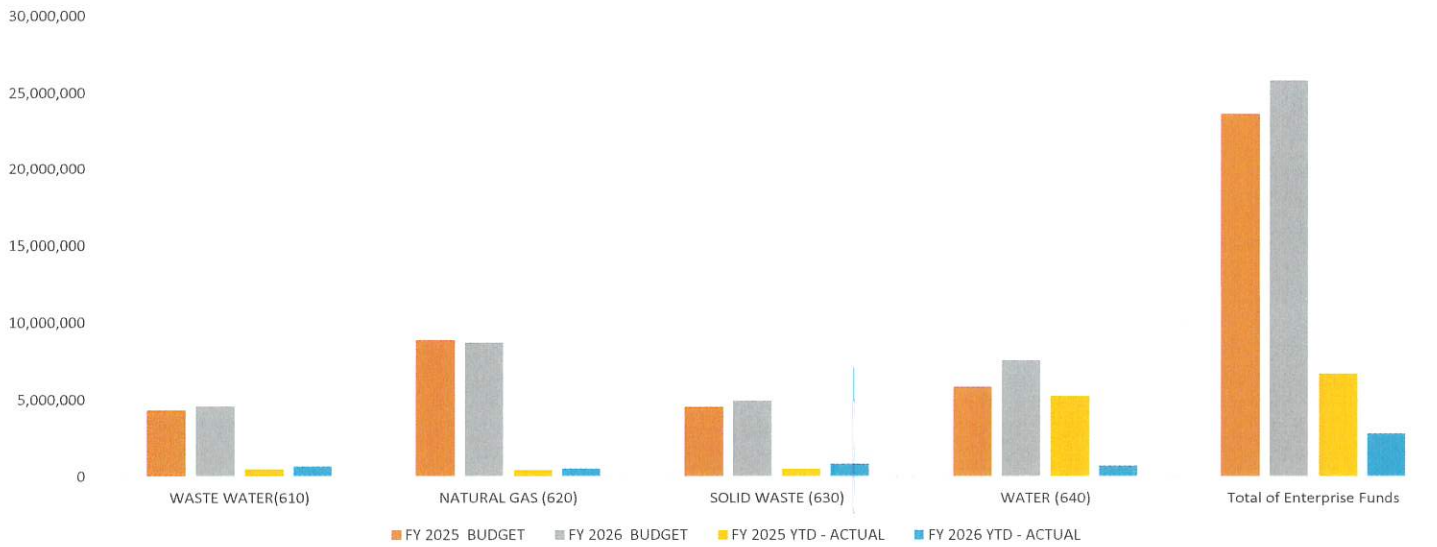
**ENTERPRISE FUNDS-EXPENDITURES COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

<u>Total Budget to Actual Comparison</u>							H (E/B) % BUDGET
A	B	C	D	E	F		
FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	VAR.	
WASTE WATER(610)	4,355,689	4,583,301	763,884	497,866	698,064	3,885,237	(218,799) 15%
NATURAL GAS (620)	8,859,405	8,712,115	1,452,019	436,885	550,571	8,161,544	(202,615) 6%
SOLID WASTE (630)	4,551,589	4,935,492	822,582	519,843	849,065	4,086,427	(189,361) 17%
WATER (640)	5,870,871	7,590,726	1,265,121	5,263,432	721,698	6,869,028	25,733 10%
<i>Total of Enterprise Funds</i>	<u>23,637,554</u>	<u>25,821,634</u>	<u>4,303,606</u>	<u>6,718,026</u>	<u>2,819,398</u>	<u>23,002,236</u>	(585,041) 11%

### ENTERPRISE REVENUE



### ENTERPRISE EXPENSE





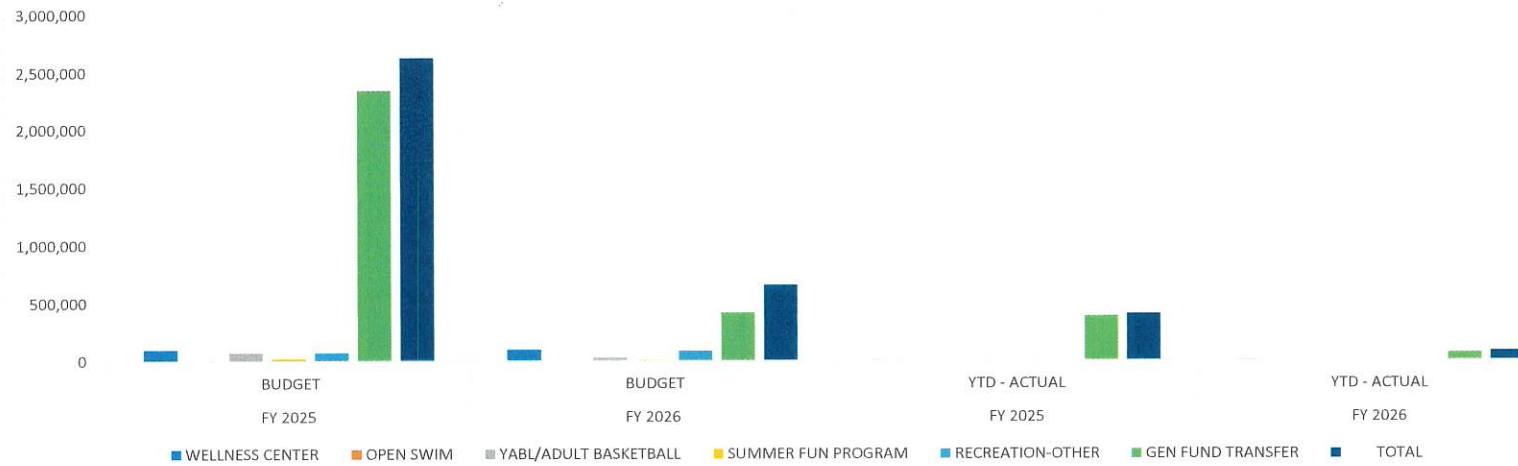
**RECREATION DEPARTMENT- EXPENDITURE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	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	16,667	9,081	9,755		10%
OPEN SWIM	10,000	5,000	833	251	930		19%
YABL/ADULT BASKETBALL	75,000	30,000	5,000	75	2,175		7%
SUMMER FUN PROGRAM	25,000	10,000	1,667	2,055	0		0%
RECREATION-OTHER	73,000	91,500	15,250	6,294	4,120	16,979	5%
GEN FUND TRANSFER	2,347,617	420,686	70,114	391,113	70,114		17%
TOTAL	2,630,617	657,186	109,531	408,868	87,093		13%
		236,500					

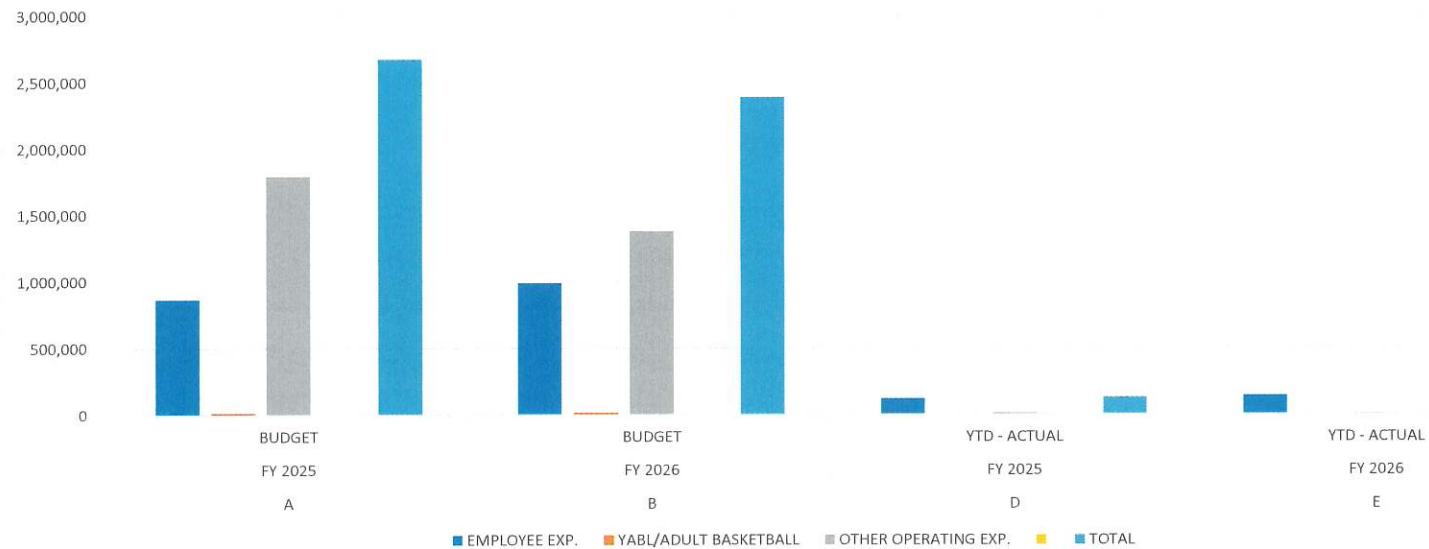
**RECREATION DEPARTMENT- EXPENDITURE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	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	165,203	118,196	139,395	851,823	14%
YABL/ADULT BASKETBALL	15,081	16,000	2,667	0	0	16,000	0%
OTHER OPERATING EXP.	1,792,769	1,378,200	229,700	10,843	8,145	1,370,055	1%
			0				
TOTAL	2,675,386	2,385,418	397,570	129,039	147,540	2,237,878	6%

### RECREATION CENTER REVENUE



### RECREATION CENTER EXPENSE



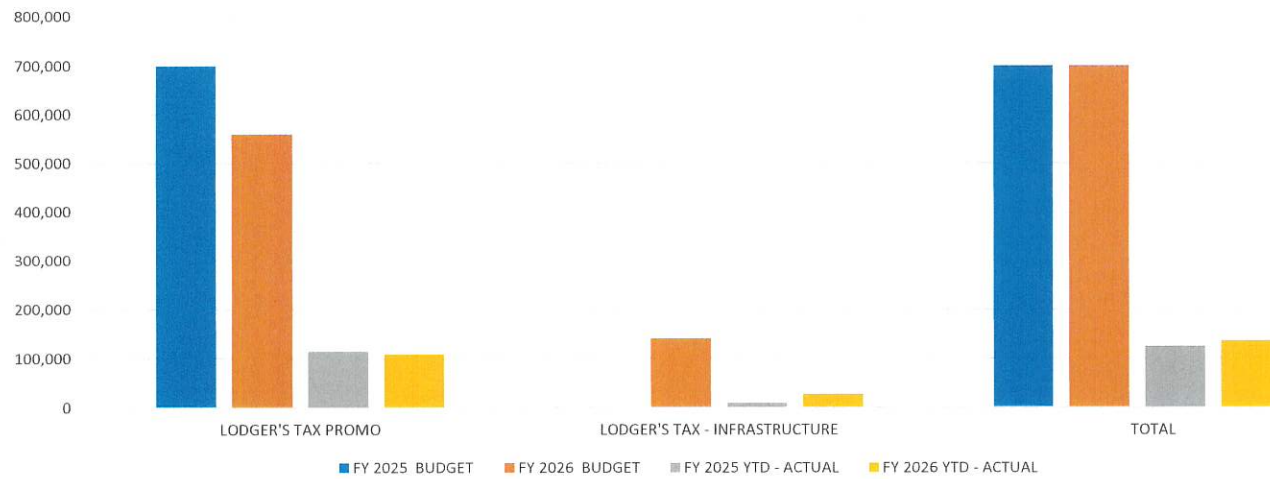
**LODGERS TAX PROMOTION - REVENUE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	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	93,333	114,686	108,533	19%
LODGER'S TAX - INFRASTRUCTURE	0	140,000	23,333	9,167	27,133	19%
TOTAL	700,000	700,000	116,667	123,853	135,666	19%

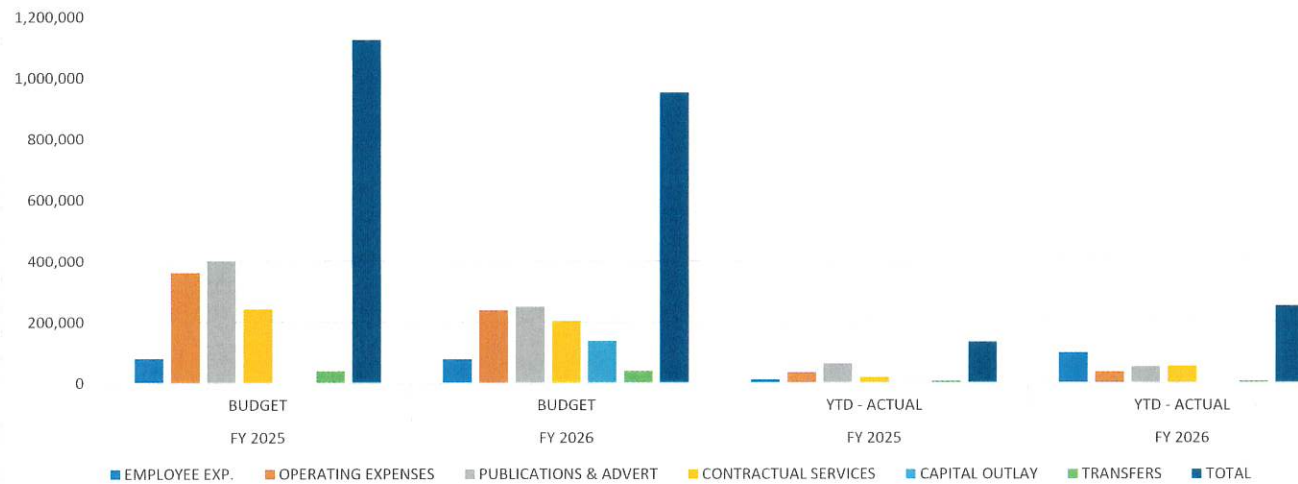
**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	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	13,244	11,620	99,922	(20,457)	126%
OPERATING EXPENSES	362,626	238,972	39,829	34,715	37,225	201,747	16%
PUBLICATIONS & ADVERT	398,922	250,000	41,667	63,827	53,925	196,075	22%
CONTRACTUAL SERVICES	243,037	205,000	34,167	18,750	56,334	148,666	27%
CAPITAL OUTLAY	0	137,814	22,969	0	0	137,814	0%
TRANSFERS	40,000	40,000	6,667	6,664	6,666	33,334	17%
TOTAL	1,125,000	951,251	158,542	135,577	254,073	697,178	27%

### LODGER'S TAX REVENUE



### LODGER'S TAX EXPENSE





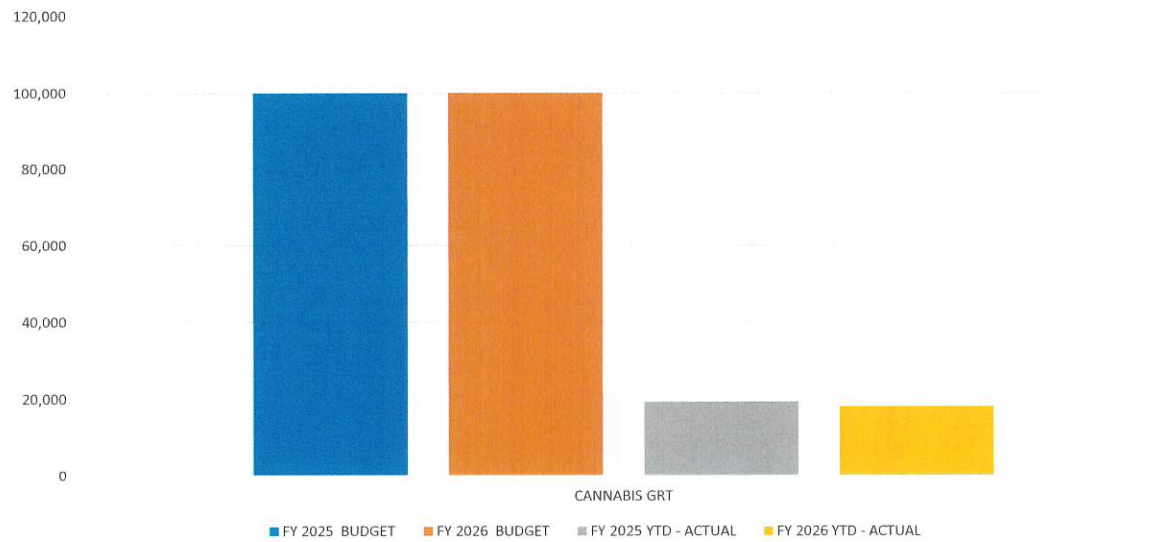
**CANNABIS - REVENUE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	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	16,667	19,312	18,081	18%
CANNABIS - CD	0	0	0	0	1,650	
CANNABIS - PD	0	0	0	0	0	
TOTAL	100,000	100,000	16,667	19,312	19,731	20%

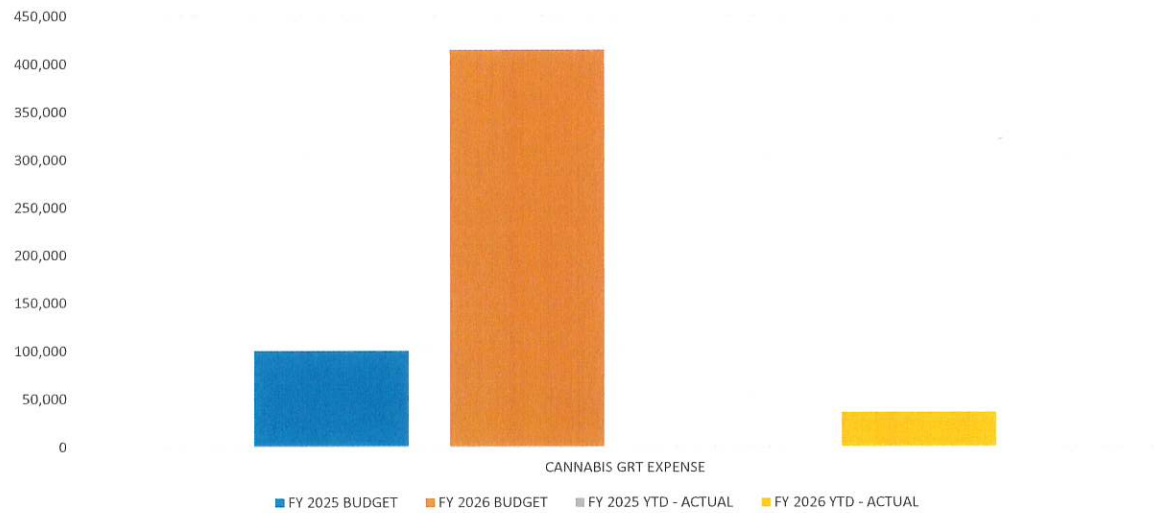
**CANNABIS - EXPENDITURE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	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.	
CANNABIS GRT EXPENSE	100,000	414,408	69,068	579	36,199	378,209	9%
TOTAL	100,000	414,408	69,068	579	36,199	378,209	9%

### CANNABIS REVENUE



### CANNABIS EXPENSE



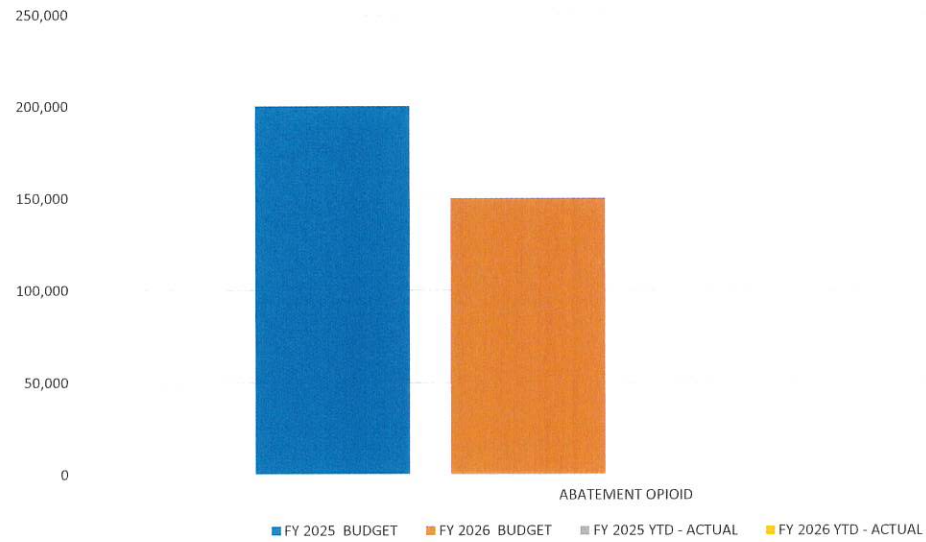
**OPIOID - REVENUE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	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	25,000	0	0	0%
ABATEMENT OPIOID - PD	0	0	0	0	0	
ABATEMENT OPIOID - FD	0	0	0	0	0	
TOTAL	200,000	150,000	25,000	0	0	0%

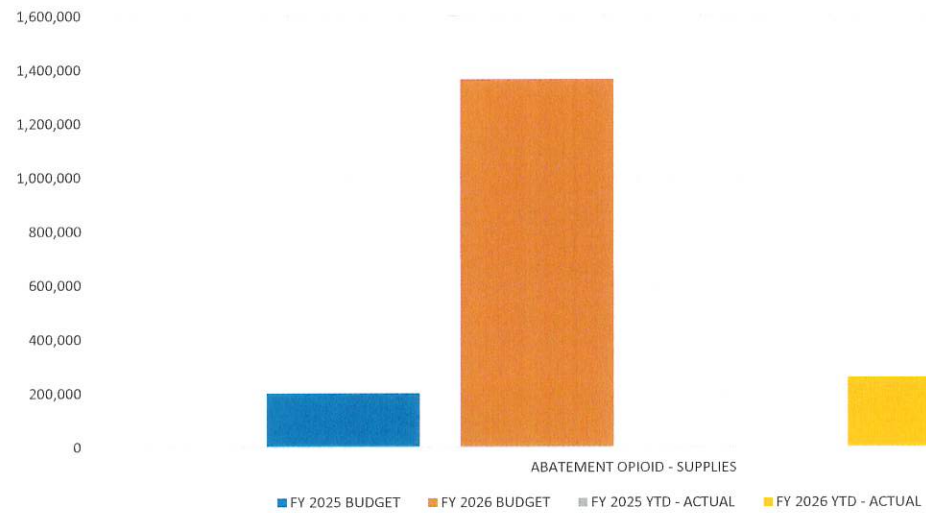
**OPIOID - EXPENDITURE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	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.	
ABATEMENT OPIOID - SUPPLIES	200,000	1,364,498	227,416	0	259,983	1,104,515	19%
TOTAL	200,000	1,364,498	227,416	0	259,983	1,104,515	19%

### OPIOID REVENUE



### OPIOID EXPENSE



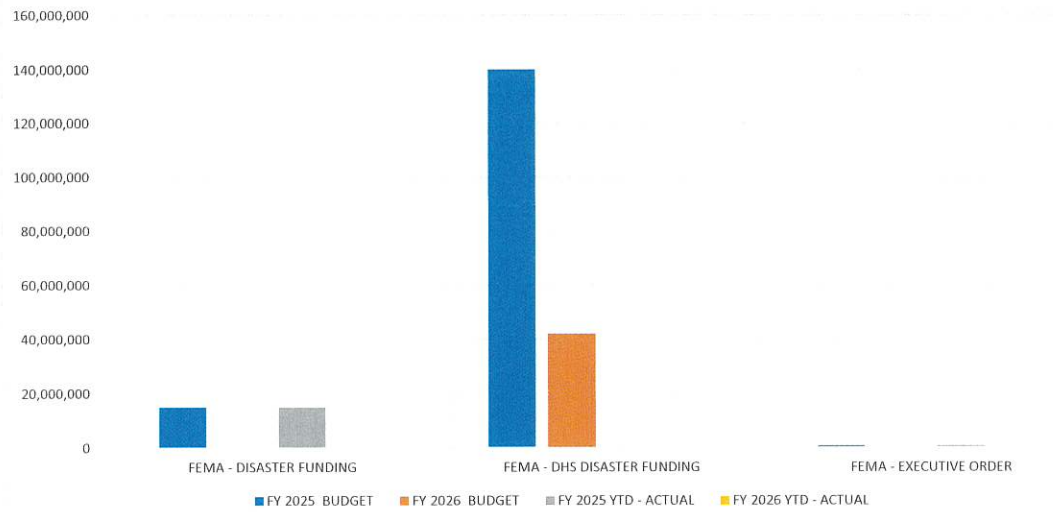
**FEMA - REVENUE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	A	B	C	D	E	G
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	(E/B)
FEMA - DISASTER FUNDING	15,000,000	0	0	14,956,000	0	% REV
FEMA - DHS DISASTER FUNDING	140,000,000	42,000,000	7,000,000		0	#DIV/0!
FEMA - EXECUTIVE ORDER	750,000	0	0	750,000	0	0%
TOTAL	15,000,000	42,000,000	7,000,000	15,706,000	0	#DIV/0!
						0%

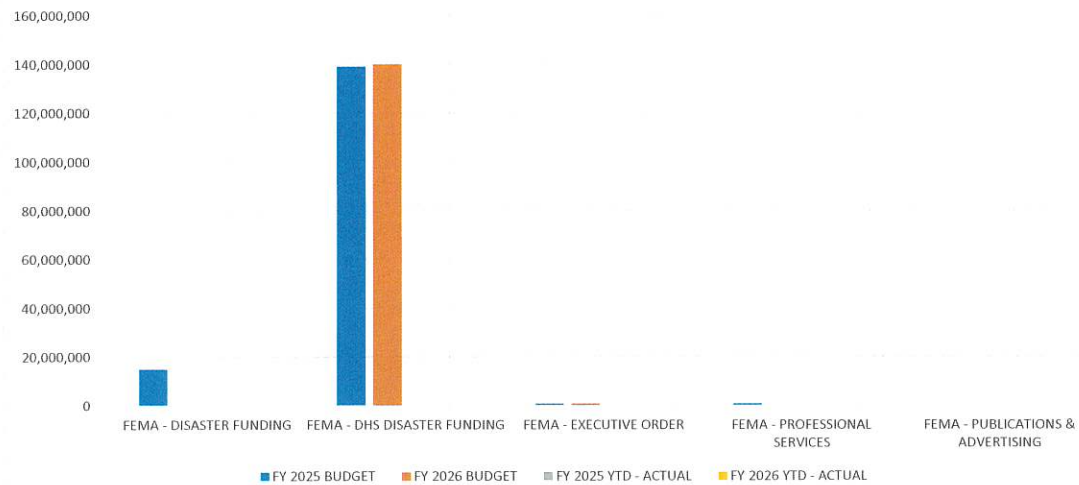
**FEMA - EXPENDITURE COMPARISON**  
**THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)**  
**FISCAL YEAR 2026**

	A	B	C	D	E	F	H
	FY 2025 BUDGET	FY 2026 BUDGET	FY 2026 YTD - BUDGET	FY 2025 YTD - ACTUAL	FY 2026 YTD - ACTUAL	FY 2026 AVAIL. BAL.	(E/B) % BDGT
FEMA - DISASTER FUNDING	15,000,000	0	0	0	0	0	#DIV/0!
FEMA - DHS DISASTER FUNDING	139,247,000	140,000,000	23,333,333	0	0	140,000,000	0%
FEMA - EXECUTIVE ORDER	750,000	750,000	125,000	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	23,458,333	0	0	0	

### FEMA REVENUE



### FEMA EXPENSE



**GENERAL FUND REVENUE COMPARISON  
THRU AUGUST, 2025 - 17% YEAR LAPSED (2 of 12 months)  
FISCAL YEAR 2026**

Cash	9/9/2025
General Fund Pooled Cash (Southwest Capital)	\$ 12,223,274.84
Enterprise Funds Pooled Cash (Community 1st)	<u>\$ 6,194,792.07</u>
TOTAL	\$ 18,418,066.91
Investments/Equivalents	
Certificates of Deposit	
Southwest Capital Bank	\$ 5,000,000.00
Local Government Investment Pool	<u>\$ 117,761,642.50</u>
TOTAL	\$ 122,761,642.50
TOTAL AVAILABLE CASH / INVESTMENTS	\$ 141,179,709.41
Current Yield	4.37%





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

**Meeting Date:** September 15, 2025

**Date Submitted:** 09/05/25

**Department:** Utilities

**Item/Topic:** Presentation to the governing body on Solid Waste cleanup by ward.

**Fiscal Impact:** None

**Attachments:**

**Committee Recommendation:** N/A

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

Approved For Submittal By:

Reviewed By:

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

  
\_\_\_\_\_  
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:** September 15, 2025

**Date Submitted:** 09/04/25

**Department:** Utilities

**Item/Topic:** Presentation on Water Treatment Facility updates

**Fiscal Impact:** None

**Attachments:** Power point presentation

**Committee Recommendation:** N/A

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

Approved For Submittal By:

Reviewed By:

*Tina's Matmar*

*[Signature]*

Department Director

Finance Director

*[Signature]*  
City Manager

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

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

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



Water Treatment Facility  
Project Updates

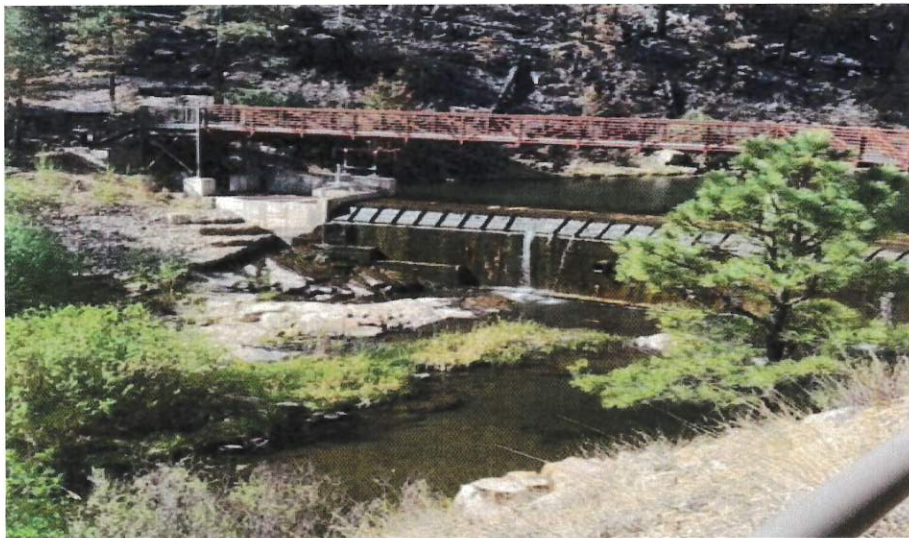
# Las Vegas Water Treatment Facility



- A surface water treatment plant purifies water from natural sources like lakes and rivers for human and industrial use through a series of steps: coagulation, flocculation, sedimentation, filtration, and disinfection. During coagulation and flocculation, chemicals are added to make tiny particles clump into larger, heavier masses called flocs. These flocs then settle out of the water in a sedimentation basin. After sedimentation, the water is filtered to remove remaining particles, and finally, disinfectants like chlorine are used to kill any remaining bacteria or viruses.



# Diversion Dam 1957



- A diversion dam is a structure built across a watercourse to redirect some or all of the water into a separate channel, such as a canal or tunnel, for uses like irrigation, hydroelectric power, or to reduce flood risk. Unlike storage dams that impound large reservoirs, diversion dams primarily alter the water's path rather than storing it.



# Sediment Removal Project 85%



- Sediment removal is necessary for diversion dams to prevent sediment from clogging intake structures, preserve water storage and flow capacity, and protect downstream environments. Without regular cleaning, the accumulated sediment can severely impact the dam's function and safety



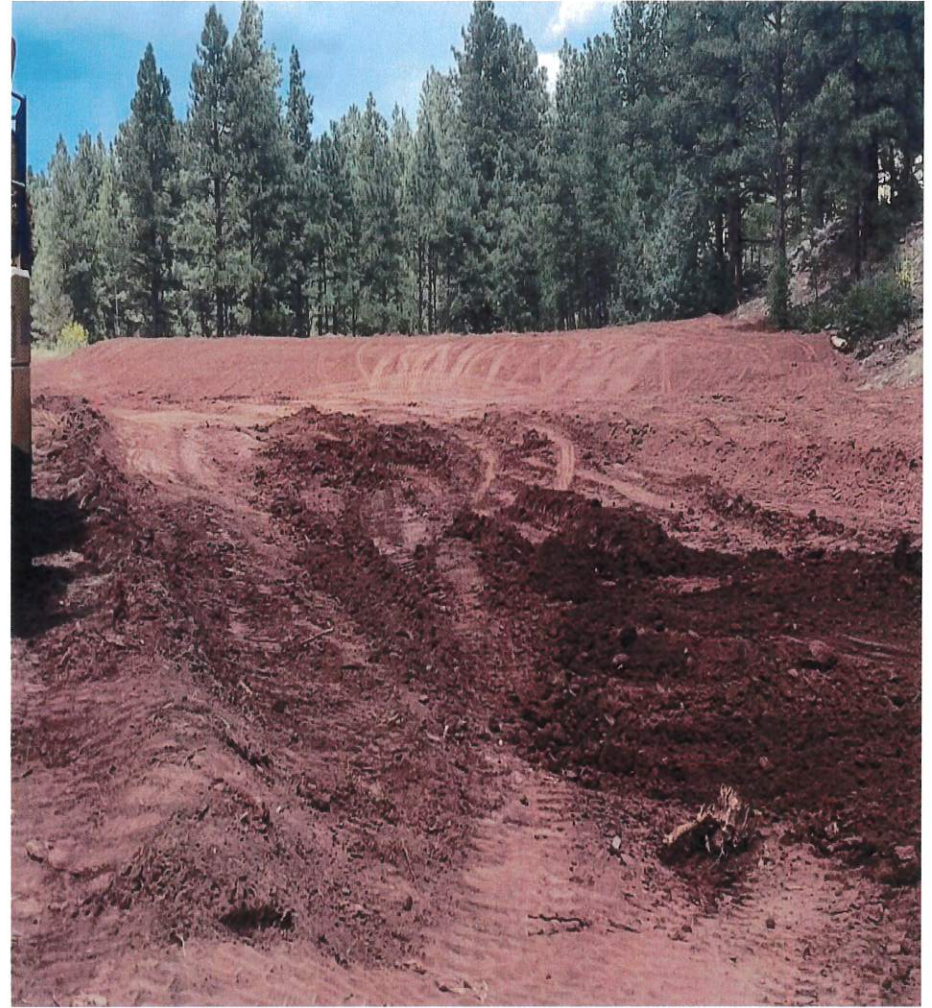
# Peterson Dam (1911) Pit Ponds 85%



- A pit pond behind a reservoir, also known as a sediment basin or retention pond, serves to protect the downstream area from flooding and water contamination. By trapping sediment and slowing storm water runoff, these pits prevent erosion and improve water quality.

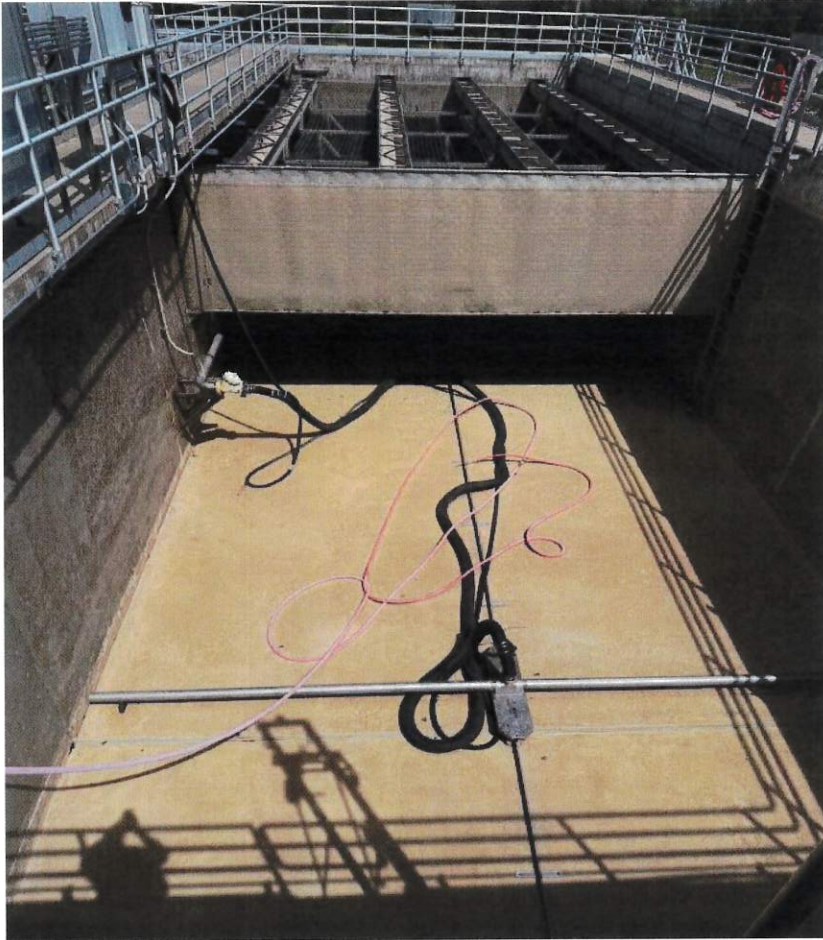


# Bradner Dam Pit Pond 85%





# Trac-Vac System (Complete)



- A Trac-Vac system for water treatment refers to a pneumatically or cable-driven apparatus that uses suction to remove accumulated solids (sludge) from sedimentation basins and clarifiers. These mobile systems move along tracks or guides to continuously or intermittently clean tanks, improving water clarity and system efficiency by preventing solids buildup.

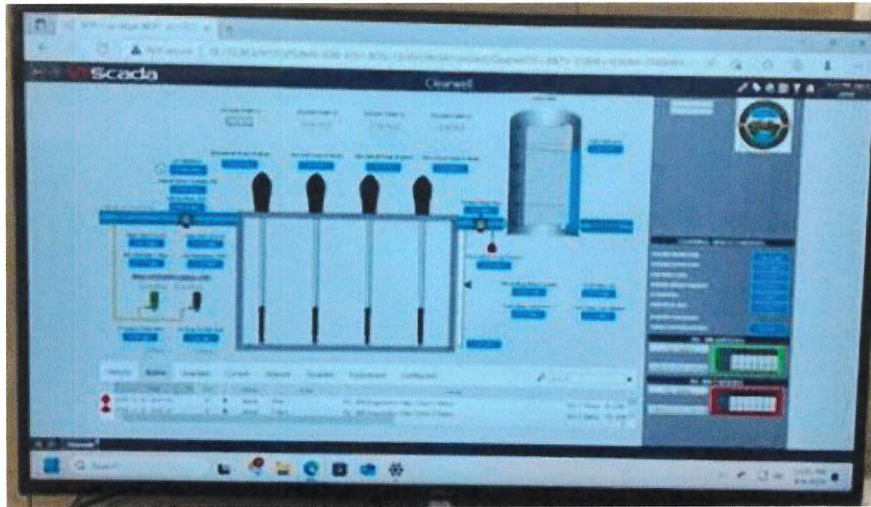


# Filter Bed Replacement Project 35%



- A filter bed is a layer of granular media, usually sand and gravel, in a water treatment plant that physically removes suspended solids and other impurities from water by gravity and absorption. Water flows down through the bed, with smaller particles trapped in the inter-granular spaces, creating a filtered water supply. When the bed becomes clogged with accumulated solids, it is cleaned by reversing the flow of water through it, a process called backwashing.

# SCADA Project 80%



- A SCADA system in a water treatment plant is a hardware and software platform that allows for the remote monitoring and automation of the treatment process. It collects real-time data from sensors, processes it, and displays it on operator interfaces, enabling operators to control equipment like pumps and chemical feeders, ensure water quality, and respond quickly to issues like equipment failure or water quality changes.





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

**Meeting Date:** 9/15/25

**Date Submitted:** 9/1/25

**Department:** Public Works

**Item/Topic:** Request approval of Addendum #2 for a one year extension to contract # 4019-23 awarded to Molzen/Corbin and Associate for engineering services for the Public Works Department.

**Fiscal Impact:** None


**Attachments:** Contract, addendum 1 & 2.

**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 \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT # 4019-23**  
**RFP # 2024-02**  
**AWARDED ON: 9/27/23**  
**VENDOR NAME: MOLZEN/CORBIN AND ASSOCIATES**

This Addendum to Agreement/Contract entered into this \_\_\_\_ day of September, 2025 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Molzen/Corbin and Associates hereinafter termed "Contractor...",

**RECITALS**

WHEREAS, under the date of 10/4/2023 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I and II (scope of work) of Agreement # 4019-23, with the Agreement being amended by Addendum #2 dated as of the Effective Date;

WHEREAS, the City and the Contractor now desire to extend the original Agreement/Contract for an additional year from 9/27/25 thru: 9/\_\_\_\_/2026.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #4019-23,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 4019-23, shall not exceed the original amount detailed in Agreement #4019-23.

NOW, THEREFORE, the parties agree as follows:

1. This addendum and the original agreement constitutes the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 10/4/23 Agreement not inconsistent herewith remain in full force and effect.

**REVIEWED & APPROVED:**

**City of Las Vegas**

**Molzen/Corbin and Associates**

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

\_\_\_\_\_  
**(Print name)**

\_\_\_\_\_  
**Title**

**ATTEST:**

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



Agreement / Contract  
No. 4019-23  
City of Las Vegas  
Date

**ADDENDUM #1**  
**AGREEMENT/CONTRACT # 4019-23**  
**RFP # 2024-02**  
**AWARDED ON: 09/27/23**  
**VENDOR NAME: MOLZEN/CORBIN & ASSOCIATES**

This Addendum to Agreement/Contract entered into this 11<sup>th</sup> day of September, 2024 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Molzen/Corbin hereinafter termed "Contractor...",

**RECITALS**

WHEREAS, under the date of 09/27/2023 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I and II (scope of work) of Agreement # 4019-23, with the Agreement being amended by Addendum #1 dated as of the Effective Date;

WHEREAS, the City and the Contractor now desire to extend the original Agreement/Contract for an additional year from 09/27/24 thru: 09/27/2025.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #4019-23,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 4019-23, shall not exceed the original amount detailed in Agreement #4019-23.

NOW, THEREFORE, the parties agree as follows:

1. Agreement #4019-23 shall be extended from 09/27/2024 to 09/27/2025.
2. The total amount of compensation pursuant to this addendum shall not exceed the original amount detailed in in Agreement #4019-23.
3. This addendum and the original agreement constitutes the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
4. That all of the provisions of the 09/27/23 Agreement not inconsistent herewith remain in full force and effect.

**REVIEWED & APPROVED:**

City of Las Vegas



Tim Montgomery, City Manager

Molzen/Corbin

Signed by:

Kevin W. Eades

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Kevin W. Eades

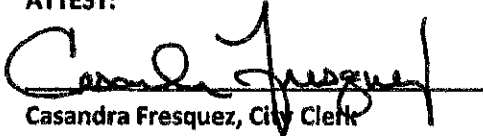
(print name)

President & CEO

September 17, 2024 | 10:53 AM MDT

Title

ATTEST:



Casandra Fresquez, City Clerk

Approved as to legal sufficiency only:

Signed by:

Ambrosio E. Castellano Jr.

ADF8CB02592946E...

City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND MOLZEN CORBIN & ASSOCIATES.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, ("Contractor"), a New Mexico corporation, of Molzen Corbin & Associates 2701 Miles Road SE, Albuquerque, New Mexico, 87109, on this 27<sup>th</sup> day of September, 2023 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**Recitals**

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

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

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

**1. SCOPE OF WORK**

The duties of the Contractor shall include the following services:

- a. Provide day to day consultation as requested by the City Public Works Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Public Works Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation and inspection on various projects as requested by the City Public Works Director or designee.
- i. Provide technical assistance on various City projects being performed in-house as

Professional Services Agreement with Molzen Corbin & Associates.

required and directed.

- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
- l. Provide review of, assessment and approval of submittals and invoices.
- m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. PROFESSIONAL LIABILITY INSURANCE:** The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to



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

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

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

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

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

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

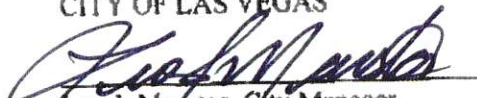
**23. WORKERS COMPENSATION INSURANCE:** Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will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

provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.


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

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

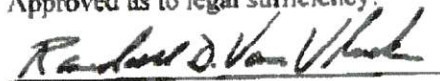
CITY OF LAS VEGAS

  
Leo J. Maestas, City Manager


Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
City Attorney

CONTRACTOR:

  
Signature

Printed Name: KEVIN W. EADES

Position: CEO

**MOLZEN-CORBIN & ASSOCIATES**  
**STANDARD BILLING RATES**  
**AS OF JULY 1, 2023**

DEPARTMENT	BILLING CATEGORIES	2023 RATES
<i>Architectural</i>	Senior Principal Architect	260
	Principal Architect	240
	Senior Architect	200
	Project Architect	160
	Registered Architect	150
	Intern Architect 2	115
	Intern Architect 1	90
	Senior Architectural Designer	135
	Architectural Designer I	130
	Planner	105
	Landscape/Irrigation Designer	105
<i>Civil Engineering</i>	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	220
	Project Engineer	180
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	125
	Senior Civil Design Specialist	165
	Engineering Design Specialist	140
	Senior Engineering Design Tech	145
	Engineering Design Tech	110
	Associate Engineering Design Tech	90
<i>Electrical Engineering</i>	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	200
	Project Engineer	175
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	120
	Engineering Design Specialist	140
	Engineering Design Tech	110
	Associate Engineering Design Tech	90
<i>Mechanical</i>	Senior Mechanical Engineer	185
<i>Water Resource Engineering</i>	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	220
	Project Engineer	175
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	125
	Sr. Engineering Design Specialist	160
	Engineering Design Specialist	135
	Engineering Design Tech	110
	O & M Specialist	110
	Associate Engineering Design Tech	90
<i>CADD / Survey</i>	CADD Operator II	80
	CADD Operator I	70
	Survey Technician	105
	Two Person Survey Crew	219
	Two Person GPS Survey Crew	235
	Licensed Surveyor	220
<i>Construction Observation</i>	Senior Observer/Manager	105
	Senior Observer	100
	Observer	95
<i>Administration</i>	Administrative Aide II	75
	Administrative Aide I	55
	Administrative Support	100
	Grants/Technical Administrator	110
	Computer Technician	120
	Senior Technical Writer / Editor	95

*Miscellaneous Expenses*

Copies	Per Copy	\$0.11
Color Copies	Per 8 1/2 x 11 Copy	\$1.00
Color Copies	Per 11 x 17 Copy	\$2.00
Prints/Plots(24x36)	Per Sheet	\$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

Professional Services Agreement with Molzen Corbin & Associates



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Liability Insurers, Inc. 6101 Moon Street NE Suite 1000 Albuquerque NM 87111	<b>CONTACT NAME:</b> Eloise Hughes <b>PHONE (A/C, No, Ext):</b> 505-822-8114 <b>FAX (A/C, No):</b> 505-822-0341 <b>E-MAIL ADDRESS:</b> ehughes@cressinsurance.com
<b>INSURED</b> Molzen-Corbin & Associates Inc 2701 Miles Road SE Albuquerque NM 87106	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Donegal Insurance Company <b>INSURER B:</b> NM Premier Insurance Co <b>INSURER C:</b> AXA Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

## COVERAGES

CERTIFICATE NUMBER: 818428608

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	BSD9257861	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA9257861	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CXL9257861	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	64411.115	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		DPR5007227	12/31/2022	12/31/2023	Each Claim Aggregate 2,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured with respect to General Liability as required by written contract. RE: Public Works Retainer.

## CERTIFICATE HOLDER

## CANCELLATION

City of Las Vegas  
1700 North Grand Ave  
Las Vegas NM 87701  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

**Meeting Date:** 9/15/25

**Date Submitted:** 9/1/25

**Department:** Public Works

**Item/Topic:** Request approval of Addendum #2 for a one year extension to contract # 4020-23 (airport) awarded to Molzen/Corbin and Associate for engineering services for the Public Works Department.

**Fiscal Impact:** None


**Attachments:** Contract, addendum 1 & 2.

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

Approved For Submittal By:

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

Reviewed By:

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

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

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

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

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



**ADDENDUM #2**  
**AGREEMENT/CONTRACT # 4020-23**  
**RFP # 2024-02**  
**AWARDED ON: 9/27/23**  
**VENDOR NAME: MOLZEN/CORBIN AND ASSOCIATES (airport)**

This Addendum to Agreement/Contract entered into this \_\_\_\_ day of September, 2025 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Molzen/Corbin and Associates hereinafter termed "Contractor...",

**RECITALS**

WHEREAS, under the date of 10/4/2023 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I and II (scope of work) of Agreement # 4020-23, with the Agreement being amended by Addendum #2 dated as of the Effective Date;

WHEREAS, the City and the Contractor now desire to extend the original Agreement/Contract for an additional year from 9/27/25 thru: 9/\_\_\_\_/2026.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #4020-23,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 4020-23, shall not exceed the original amount detailed in Agreement #4020-23.

NOW, THEREFORE, the parties agree as follows:

1. This addendum and the original agreement constitutes the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 10/4/23 Agreement not inconsistent herewith remain in full force and effect.

**REVIEWED & APPROVED:**

**City of Las Vegas**

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

**Molzen/Corbin and Associates**

\_\_\_\_\_  
\_\_\_\_\_  
**(Print name)**

\_\_\_\_\_  
**Title**

**ATTEST:**

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

Agreement / Contract  
No. 4020-23  
City of Las Vegas  
Date

**ADDENDUM #1**  
**AGREEMENT/CONTRACT # 4020-23**  
**RFP # 2024-04**  
**AWARDED ON: 09/27/23**  
**VENDOR NAME: MOLZEN/CORBIN & ASSOCIATES**

This Addendum to Agreement/Contract entered into this 11<sup>th</sup> day of September, 2024 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Molzen/Corbin hereinafter termed "Contractor...",

**RECITALS**

WHEREAS, under the date of 09/27/2023 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I and II (scope of work) of Agreement # 4020-23, with the Agreement being amended by Addendum #1 dated as of the Effective Date;

WHEREAS, the City and the Contractor now desire to extend the original Agreement/Contract for an additional year from 09/27/24 thru: 09/27/2025.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #4020-23,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 4020-23, shall not exceed the original amount detailed in Agreement #4020-23.

NOW, THEREFORE, the parties agree as follows:

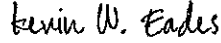
1. This addendum and the original agreement constitutes the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 09/27/23 Agreement not inconsistent herewith remain in full force and effect.

**REVIEWED & APPROVED:**

**City of Las Vegas**

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

**Molzen/Corbin**

Signed by:  
  
\_\_\_\_\_  
641D6D2D939F43D...


Kevin W. Eades

**(print name)**

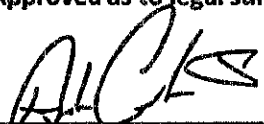
President & CEO September 17, 2024 | 10:56 AM MDT

**Title**

**ATTEST:**

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

**Approved as to legal sufficiency only:**

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

**08/14/2024**



**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND MOLZEN CORBIN & ASSOCIATES (AIRPORT).**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Molzen Corbin & Associates ("Contractor"), a New Mexico corporation, of 2701 Miles Road SE, Albuquerque, New Mexico, 87109, on this 27<sup>th</sup> day of September, 2023 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**Recitals**

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

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

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

**1. SCOPE OF WORK**

**SPECIFIC PROJECT LIST:**

- a. Airfield signage and lighting rehab
- b. Taxiway B relocation
- c. Wildlife fencing
- d. Apron and taxiway pavement maintenance
- e. RWY 2020 and RWYT 14-32 pavement maintenance
- f. Prepare Disadvantage Business Enterprise (DBE) program and project specific DBE Goals
- g. Prepare and update Airport SWPPPs
- h. Environmental services, excluding project specific Environmental Impact Statements
- i. Update Airport layout plan
- j. Airport GIS
- k. Other project that may be approved over the 4 year contract for services

The above-contemplated project are dependent upon federal Airport Improvement Program (AIP) funding and New Mexico Department of Transportation-Aviation Division (NMAD) funding approval of the Sponsor, so it shall be understood that some of the services related to the above-listed projects may be deleted and that the Sponsor reserves the right to initiate additional services not included in the initial procurement.

The duties of the Contractor shall include the following services:

- a. Provide day to day consultation as requested by the City Public Works Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Public Works Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation and inspection on various projects as requested by the City Public Works Director or designee.
- i. Provide technical assistance on various City projects being performed in-house as required and directed.
- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
- l. Provide review of, assessment and approval of submittals and invoices.
- m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

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

**3. TERM OF AGREEMENT:** The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under

this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**21. THIRD PARTY BENEFICIARIES:** By entering into this agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City



and Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

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

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

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

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

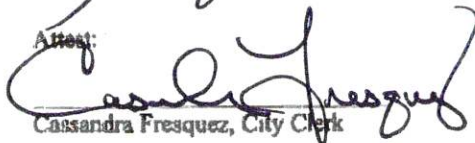
CITY OF LAS VEGAS

CONTRACTOR:

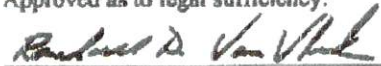
Professional Services Agreement with Molzen Corbin & Associates (Airport)


  
Leo J. Maestas, City Manager

Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
City Attorney

Signature 

Printed Name: KEVIN W. EADES

Position: CEO

**"ATTACHMENT "A"  
MOLZEN CORBIN & ASSOCIATES.  
Cost Proposal**

Professional Services Agreement with Molzen Corbin & Associates (Airport)

**MOLZEN-CORBIN & ASSOCIATES**  
**STANDARD BILLING RATES**  
**AS OF JULY 1, 2023**

DEPARTMENT	BILLING CATEGORIES	2023 RATES
<i>Architectural</i>	Senior Principal Architect	260
	Principal Architect	240
	Senior Architect	200
	Project Architect	160
	Registered Architect	150
	Intern Architect 2	115
	Intern Architect 1	90
	Senior Architectural Designer	135
	Architectural Designer I	130
	Planner	105
	Landscape/Irrigation Designer	105
<i>Civil Engineering</i>	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	220
	Project Engineer	180
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	125
	Senior Civil Design Specialist	165
	Engineering Design Specialist	140
	Senior Engineering Design Tech	145
	Engineering Design Tech	110
	Associate Engineering Design Tech	90
<i>Electrical Engineering</i>	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	200
	Project Engineer	175
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	120
	Engineering Design Specialist	140
	Engineering Design Tech	110
	Associate Engineering Design Tech	90
<i>Mechanical</i>	Senior Mechanical Engineer	185
<i>Water Resource Engineering</i>	Senior Principal Engineer	260
	Principal Engineer	240
	Senior Engineer	220
	Project Engineer	175
	Professional Engineer	155
	Engineering Intern II	135
	Engineering Intern I	125
	Sr. Engineering Design Specialist	160
	Engineering Design Specialist	135
	Engineering Design Tech	120
	O & M Specialist	110
	Associate Engineering Design Tech	90
<i>CADD / Survey</i>	CADD Operator II	80
	CADD Operator I	70
	Survey Technician	105
	Two Person Survey Crew	210
	Two Person GPS Survey Crew	235
	Licensed Surveyor	220
<i>Construction Observation</i>	Senior Observer/Manager	105
	Senior Observer	100
	Observer	95
<i>Administration</i>	Administrative Aide II	75
	Administrative Aide I	55
	Administrative Support	100
	Grants/Technical Administrator	110
	Computer Technician	120
	Senior Technical Writer / Editor	95

*Miscellaneous Expenses*

Copies	Per Copy	\$0.11
Color Copies	Per 8 1/2 x 11 Copy	\$1.00
Color Copies	Per 11 x 17 Copy	\$2.00
Prints/Plots(24x36)	Per Sheet	\$9.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

Professional Services Agreement with Molzen Corbin & Associates

**MASTER AGREEMENT FOR ENGINEERING SERVICES  
FOR THE LAS VEGAS MUNICIPAL AIRPORT**

**EXHIBIT V**

**FAA MANDATORY CONTRACTUAL REQUIREMENTS**

**TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:



- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

#### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

#### **FEDERAL LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under



grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R. unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**End of Exhibit V**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be **endorsed**. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Professional Liability Insurers, Inc.  
6101 Moon Street NE  
Suite 1000  
Albuquerque NM 87111

**CONTACT**  
**NAME:** Eloise Hughes  
**PHONE**  
(A/C, No, Ext): 505-822-8114 **FAX**  
(A/C, No): 505-822-0341  
**E-MAIL**  
ADDRESS: ehughes@cressinsurance.com

**INSURED**  
Molzen-Corbin & Associates Inc  
2701 Miles Road SE  
Albuquerque NM 87106

MOLZ&amp;AS-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Insurance Company	13692
INSURER B : NM Premier Insurance Co	13675
INSURER C : AXA Insurance Company	33022
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:** 812215538**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BSD9257861	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA9257861	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CXL9257861	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	64411.115	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		DPR5007227	12/31/2022	12/31/2023	Each Claim Aggregate 2,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured with respect to General Liability as required by written contract. RE: Airport Retainer

**CERTIFICATE HOLDER****CANCELLATION**

City of Las Vegas  
1700 North Grand Ave  
Las Vegas NM 87701  
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





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

**Meeting Date:** 9/15/25

**Date Submitted:** 9/1/25

**Department:** Public Works

**Item/Topic:** Request approval of Addendum #2 for a one year extension to contract # 4024-23 awarded to Stantec Consulting Services. for engineering services for the Public Works Department.

**Fiscal Impact:** None

**Attachments:** Contract, addendum 1 & 2.

**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 \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT # 4024-23**  
**RFP # 2024-02**  
**AWARDED ON: 10/4/23**  
**VENDOR NAME: STANTEC CONSULTING SERVICES**

This Addendum to Agreement/Contract entered into this \_\_\_\_ day of September, 2025 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Stantec Consulting Services hereinafter termed "Contractor...",

**RECITALS**

WHEREAS, under the date of 10/4/2023 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I and II (scope of work) of Agreement # 4024-23, with the Agreement being amended by Addendum #2 dated as of the Effective Date;

WHEREAS, the City and the Contractor now desire to extend the original Agreement/Contract for an additional year from 10/4/25 thru: 10/\_\_\_\_/2026.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #4024-23,

WHEREAS, the City and Contractor agree to the following method of payment: the total amount of compensation for the services detailed in Article I of Agreement # 4024-23, shall not exceed the original amount detailed in Agreement #4024-23.

NOW, THEREFORE, the parties agree as follows:

1. This addendum and the original agreement constitutes the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 10/4/23 Agreement not inconsistent herewith remain in full force and effect.

**REVIEWED & APPROVED:**

**City of Las Vegas**

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

**Stantec Consulting Services**

\_\_\_\_\_  
**(Print name)**

\_\_\_\_\_  
**Title**

**ATTEST:**

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

Agreement / Contract  
No. 4024-23  
City of Las Vegas  
Date

**ADDENDUM #1**  
**AGREEMENT/CONTRACT # 4024-23**  
**RFP # 2024-02**  
**AWARDED ON: 10/4/23**  
**VENDOR NAME: STANTEC CONSULTING SERVICES, INC.**

This Addendum to Agreement/Contract entered into this 18<sup>th</sup> day of September, 2024 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City" and Stantec Consulting Services, Inc. hereinafter termed "Contractor...",

**RECITALS**

WHEREAS, under the date of 10/4/2023 the City and Contractor entered into an Agreement pursuant to a call for RFP in which Contractor provided the services detailed in Article I and II (scope of work) of Agreement # 4024-23, with the Agreement being amended by Addendum #1 dated as of the Effective Date;

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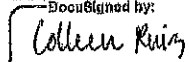
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2. That all of the provisions of the 10/4/23 Agreement not inconsistent herewith remain in full force and effect.

**REVIEWED & APPROVED:**

City of Las Vegas

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

Stanter Consulting Services, Inc.

DocuSigned by:  
  
\_\_\_\_\_  
D18C19B2E887487...

Colleen Ruiz  
\_\_\_\_\_(print name)

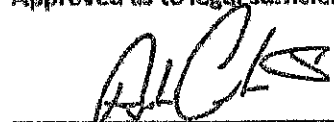
Senior Principal, BCPL

Title September 20, 2024 | 8:20 AM PDT

ATTEST:

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

Approved as to legal sufficiency only:

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



**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND STANTEC CONSULTING SERVICES, INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Stantec Consulting Services, Inc. ("Contractor"), a New Mexico corporation, of 6100 Seagull St. NE #102b, Albuquerque, New Mexico, 87109, on this 4<sup>th</sup> day of October, 2023 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**Recitals**

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

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

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

**1. SCOPE OF WORK**

The duties of the Contractor shall include the following services:

- a. Provide day to day consultation as requested by the City Public Works Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Public Works Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation and inspection on various projects as requested by the City Public Works Director or designee.
- i. Provide technical assistance on various City projects being performed in-house as required and directed.

required and directed.

- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
- l. Provide review of, assessment and approval of submittals and invoices.
- m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. PROFESSIONAL LIABILITY INSURANCE:** The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to

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

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

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

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

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

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

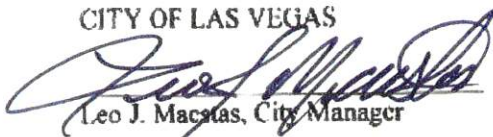
**23. WORKERS COMPENSATION INSURANCE:** Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will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

provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

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

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

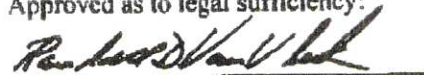
CITY OF LAS VEGAS

  
Leo J. Macetas, City Manager

Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

  
City Attorney

CONTRACTOR:

Ruiz, Colleen

Digitally signed by Ruiz, Colleen  
Date: 2023.09.26 07:51:16-06'00'

Signature

Colleen M. Ruiz, PE

Printed Name:

Position: Senior Principal



**2023 Stantec Standard Billing Rate Table - 1**

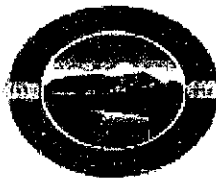
<u>Title</u>	<u>Level</u>	<u>Hourly Rate</u>
Principal	Level 18	\$265
Senior Engineer	Level 18	\$265
Senior Project Manager	Level 18	\$265
Senior Project Manager	Level 17	\$259
Senior Transportation Engineer	Level 16	\$250
Principal	Level 15	\$220
Senior Engineer	Level 15	\$220
Senior Project Manager	Level 15	\$220
Senior Project Manager	Level 14	\$195
Senior Engineer	Level 14	\$198
Senior Transportation Engineer	Level 14	\$195
Senior Hydraulic Engineer	Level 14	\$195
Client Service Manager	Level 14	\$195
Senior Project Engineer	Level 13	\$187
Senior Project Manager	Level 13	\$187
Client Manager	Level 13	\$187
Project Manager	Level 12	\$178
Senior Engineer	Level 12	\$178
Project Engineer	Level 12	\$178
Senior Civil Designer	Level 12	\$178
Grant Specialist	Level 11	\$172
Senior Project Manager	Level 11	\$172
Senior Civil Designer	Level 11	\$172
Project Engineer	Level 11	\$172
Public Relations Specialist	Level 11	\$172
Project Manager	Level 10	\$161
Project Engineer	Level 10	\$161
Construction Observer	Level 10	\$161
Civil Designer	Level 10	\$161
Senior Civil Designer	Level 09	\$155
Civil Engineer	Level 09	\$155
Civil Designer	Level 09	\$155
Engineering Technician	Level 09	\$155
CAD Technician	Level 09	\$155
Construction Observer	Level 09	\$155
Administrative Manager	Level 09	\$155
Civil Engineer	Level 08	\$145
Civil Designer	Level 08	\$145
Survey Technician	Level 08	\$145
CAD Technician	Level 08	\$145
Construction Observer	Level 08	\$145
Civil Designer	Level 07	\$139
Office Administrator	Level 07	\$139
Project Manager Assistant	Level 07	\$139
Construction Observer	Level 07	\$139
Civil Designer	Level 06	\$131
CAD Technician	Level 06	\$131
Construction Observer	Level 06	\$131
Project Manager Assistant	Level 06	\$131
Construction Observer	Level 05	\$127
CAD Technician	Level 05	\$127
Office Administrator	Level 05	\$127
CAD Technician	Level 04	\$117
Administrative Assistant	Level 04	\$117
Administrative Assistant	Level 03	\$104

**Reimbursable Expenses**

Mileage	Current IRS Mileage Rate = \$0.655	
All other reimbursable costs (including meals, travel, testing, printing, courier, shipping, etc)	Cost plus 10%	

**Field Survey Party Services:**

2-Man Field Party	\$170.00 per hour
3-Man Field Party	\$205.00 per hour
4-Man Field Party	\$250.00 per hour



## Approval Form

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

\*Reviewed:

Leo Maestas  
Leo Maestas, City Manager

9/18/23  
Date

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

Date Submitted: 09/15/2023

Department Submitting: Public Work Submitter: Rebecca Martinez for Daniel Gutule

Documents To Be Reviewed: Attorney Review - Professional Services Agreement - Stantec Consulting Services

Deadline: ASAP

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

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

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

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

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

☐ Changes: \_\_\_\_\_

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

☒ 1

Paul D. Van Vleet  
Attorney Review

07.17.2023

Date

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

☐ 2

Finance Director

Date

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

☐ 3

Leo Maestas, City Manager

Date

☐

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

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

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



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

**Meeting Date:** 9/15/25

**Date Submitted:** 9/1/25

**Department:** Public Works

**Item/Topic:** Request approval of Addendum #2 for a one year extension to contract # 4025-23 awarded to Miller Engineering Consultants Inc. for engineering services for the Public Works Department.

**Fiscal Impact:** None

**Attachments:** Contract, addendum 1 & 2.

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

Approved For Submittal By:

  
\_\_\_\_\_

Department Director

Reviewed By:

  
\_\_\_\_\_

Finance Director

  
\_\_\_\_\_

City Manager

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

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

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

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

Approved \_\_\_\_\_

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

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

Denied \_\_\_\_\_

Other \_\_\_\_\_

**ADDENDUM #2**  
**AGREEMENT/CONTRACT # 4025-23**  
**RFP # 2024-02**  
**AWARDED ON: 10/4/23**  
**VENDOR NAME: MILLER ENGINEERING CONSULTANTS, INC**

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**RECITALS**

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2. That all of the provisions of the 10/4/23 Agreement not inconsistent herewith remain in full force and effect.

**REVIEWED & APPROVED:**

City of Las Vegas

Miller Engineering Consultants, Inc.

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

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Title

**ATTEST:**

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



Agreement / Contract  
No. 4025-23  
City of Las Vegas  
Date

**ADDENDUM #1**  
**AGREEMENT/CONTRACT # 4025-23**  
**RFP # 2024-02**  
**AWARDED ON: 10/4/23**  
**VENDOR NAME: MILLER ENGINEERING CONSULTANTS, INC**

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1. This addendum and the original agreement constitutes the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 10/4/23 Agreement not inconsistent herewith remain in full force and effect.

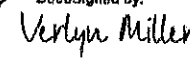
REVIEWED & APPROVED:

City of Las Vegas



Tim Montgomery, City Manager

Miller Engineering Consultants, Inc.

DocuSigned by:  
  
9389165F60B4EE

Verlyn Miller (print name)


President

Title September 29, 2024 | 10:31 AM PDT

ATTEST:

  
Casandra Fresquez, City Clerk

Approved as to legal sufficiency only:

  
City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS  
AND MILLER ENGINEERING CONSULTANTS, INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Miller Engineering Consultants, Inc. ("Contractor"), a New Mexico corporation, of 3500 Comanche NE, Bldg. F Albuquerque, New Mexico, 87107, on this 4<sup>th</sup> day of October, 2023 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**Recitals**

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

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

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

**1. SCOPE OF WORK**

The duties of the Contractor shall include the following services:

- a. Provide day to day consultation as requested by the City Public Works Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of projects as requested by the City Public Works Director or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation and inspection on various projects as requested by the City Public Works Director or designee.
- i. Provide technical assistance on various City projects being performed in-house as required and directed.

required and directed.

- j. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
- k. Provide construction phase engineering services.
- l. Provide review of, assessment and approval of submittals and invoices.
- m. Additional services as may be specifically requested by the City of Las Vegas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**17. PROFESSIONAL LIABILITY INSURANCE:** The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to



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

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

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

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

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

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


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

provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

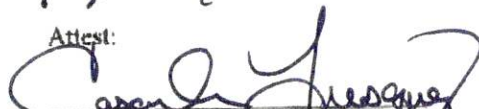
**24. MISCELLANEOUS:** This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement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

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

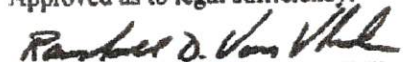
CITY OF LAS VEGAS

  
Leo J. Macestas, City Manager


Attest:

  
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

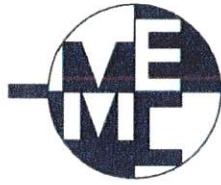
  
City Attorney

CONTRACTOR:

  
Signature

Printed Name: VERLYN A. MILLER

Position: PRESIDENT



**MILLER ENGINEERING CONSULTANTS**

*Engineers • Planners*

**Miller Engineering Consultants, Inc.**

**\* Hourly Rate Schedule (7/1/2023)**

Principal Engineer	\$ 165.00
Professional Engineer	\$ 125.00
Senior Designer	\$ 95.00
Engineer Intern	\$ 115.00
Designer	\$ 85.00
Construction Observer	\$ 85.00
Drafter	\$ 75.00
Clerical	\$ 65.00

**COSTS**

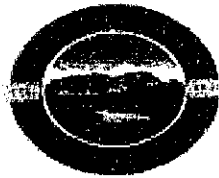
**Mileage  
Per Diem**

62.5 Cents/Mile  
Per Diem and  
Travel is per  
the EMNRD  
travel policy

**PRINTING**

8-1/2" X 11"	\$ 0.09/sheet
11" x 17"	\$ 0.09/sheet
24" x 36" paper	\$ 4.00/sheet

\* All rates subject to NMGR



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

\*Reviewed:

*Leo Maestas*  
Leo Maestas, City Manager

Date

9/18/23

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

Date Submitted: 09/15/2023

Department Submitting: Public Work Submitter: Rebecca Martinez for Daniel Gurule

Documents To Be Reviewed: Attorney Review - Professional Services Agreement - Miller Engineering

Deadline: ASAP

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

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

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

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

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

☐ Changes: \_\_\_\_\_

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

1

Attorney Review

*Randall D. Van Vleet*

09.19.2023

Date

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

2

Finance Director

Date

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

3

Leo Maestas, City Manager

Date

☐

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

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

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



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 09/04/25

**Department:** Utilities

**Item/Topic:** Addendum #1 to Contract #4144-24 with Domenici Law Firm P.C. for water right consulting and legal services as needed. The extended term of this agreement will be for 1 year.

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

**Attachments:** Addendum #1, Contract #4144-24.

**Committee Recommendation:** This item was discussed at the September 4, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

*Tom S. Martinez*  
Department Director

*[Signature]*  
City Manager

Reviewed By:

*[Signature]*  
Finance Director

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

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

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



**ADDENDUM #1**  
**AGREEMENT/CONTRACT #4144-24**  
**RFP# 2025-08**  
**AWARDED ON: 10/09/2024**  
**DOMENICI LAW FIRM P.C**

This Addendum entered into this \_\_\_\_\_ Day of \_\_\_\_\_ 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **DOMENICI LAW FIRM P.C, INC.** hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 10/09/2024 the City and DOMENICI LAW FIRM P.C, INC, INC entered into an Agreement/Contract pursuant to a call for RFP in which DOMENICI LAW FIRM P.C agreed to provide:

**WATER RIGHT CONSULTING & LEGAL SERVICES**

**WHEREAS, the** City and DOMENICI LAW FIRM P.C now desire to extend the original Agreement/Contract for an additional year from **10/09/2024 thru: 10/08/2026.**

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #4144-24.

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

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

1. This Agreement and the prior agreement dated 10/09/2024 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 10/09/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**DOMENICI LAW FIRM P.C**

**REVIEWED AND APPROVED:**

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

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

ATTEST:

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

4144-24  
City of Las Vegas  
Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS AND DOMENICI LAW FIRM P.C**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Domenici Law Firm P.C. ("Contractor"), of 320 Gold Avenue SW Suite #1210 Albuquerque New Mexico 87102, P.O Box 4295 on this 9th day of October 2024 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**Recitals**

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

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

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

**1. SCOPE OF WORK**

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

The Duties of the offeror shall include, but not be limited to the following services and requirements;

1. Knowledge of New Mexico water law and water rights administration.
2. Knowledge of issues regarding the administration of the Gallinas River including the upper Pecos underground water basin.
3. Knowledge of State Engineer water management regulations.
4. Knowledge of State Engineer administrative hearing and litigation processes.
5. Negotiation efforts to settling water rights litigation.
6. Perform water rights accounting and advise City personal on proper daily diversion and water management.
7. Assist and advise the City on potential water rights purchases and leases including applications.
8. General water resource planning and management.

9. Serve as Technical Expert in Water Rights Hearings.
10. Knowledge of 40 year water development planning.
11. Upper Gallinas stream forecasting and diversion modeling.
12. Assist and advise the City on adjudicated water rights.
13. Provide other water rights consulting services as needed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**17. PROFESSIONAL LIABILITY INSURANCE:** The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all



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

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

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

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

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

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

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

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

**CITY OF LAS VEGAS**

Approved By:



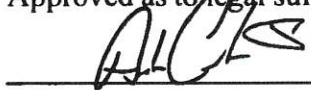
Tim Montgomery, City Manager

Attest:



Casandra Fresquez, City Clerk

Approved as to legal sufficiency:



Attorney

**CONTRACTOR:**

**DOMENICI LAW FIRM P.C**

Docusigned by:



51EDF0E74FCE43A...  
Signature

Printed Name: Pete Domenici Jr.

Position: President

October 10, 2024 | 11:14 AM MDT

**“ATTACHMENT “A”  
DOMENICI LAW FIRM P.C  
Rate Schedule**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2025-08  
Water Rights Consulting & Legal Services**

**The hourly rate for Pete Domenici and D.L. Sanders is \$350.00 plus gross receipts tax and expenses.  
The firm will bill half time for travel in New Mexico. Travel expenses include mileage, and actual  
cost for meals and lodging.**



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 09/04/25

**Department:** Utilities

**Item/Topic:** Addendum #1 to Contract #4147-24 with Polydyne Inc. for delivery of Clarifloc C-358 polymer to the water treatment plant as needed. The extended term of this agreement will be for 1 year.

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

**Attachments:** Addendum #1, Contract #4147-24.

**Committee Recommendation:** This item was discussed at the September 4, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

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

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

Reviewed By:

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

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

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

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

**ADDENDUM #1**  
**AGREEMENT/CONTRACT #4147-24**  
**RFP# 2025-01**  
**AWARDED ON: 10/9/2024**  
**POLYDYNE INC**

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

**WITNESSETH:**

**WHEREAS**, under date of 10/9/2024 the City and CODY POLYDYNE INC entered into an Agreement/Contract pursuant to a call for RFP in which POLYDYNE INC agreed to provide:

**CLARIFLOC C-358 (POLYMER)**

**WHEREAS, the** City and POLYDYNE INC, INC now desire to extend the original Agreement/Contract for an additional year from **10/9/2025 thru: 10/8/2026**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #4147-24.

**WHEREAS**, City and Contractor agree to the following method of payment: the total amount of compensation **CLARIFLOC C-358 (POLYMER)**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.



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

1. This Agreement and the prior agreement dated 10/09/2024 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 10/09/2024 Agreement not inconsistent herewith remain in full force and effect.

**CITY OF LAS VEGAS**

**POLYDYNE INC**

**REVIEWED AND APPROVED:**

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

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

**ATTEST:**

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS AND POLYDYNE INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Polydyne Inc ('Contractor'), of One Chemical Plant Road, Riceboro, GA 31323, on this 9th day of October, 2024 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**RECITALS**

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

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

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

**1. SCOPE OF WORK**

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

The Duties of the offeror shall include, but not be limited to the following services and requirements;

1. Supply and deliver Clarifloc C-358 (Polymer) in 55 gallon drums on a as needed basis to the City of Las Vegas Water Treatment Plant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. INDEMNIFICATION:** Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City

harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

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

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

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

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

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



deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

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

CITY OF LAS VEGAS

Approved By:



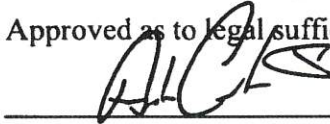
Tim Montgomery, City Manager

Attest:



Cassandra Fresquez, City Clerk

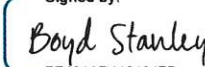
Approved as to legal sufficiency:



Attorney

CONTRACTOR:

Polydyne Inc:

Signed By: 

Signature

Printed Name: Boyd Stanley

Position: Sr. Vice-President

October 18, 2024 | 6:18 AM PDT





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

**Meeting Date:** September 15, 2025

**Date Submitted:** 09/04/25

**Department:** Utilities

**Item/Topic:** Addendum #1 to Contract #4145-24 with PVS DX Inc. for delivery of sodium chloride to the water treatment plant as needed. The extended term of this agreement will be for 1 year.

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

**Attachments:** Addendum #1, Contract #4145-24.

**Committee Recommendation:** This item was discussed at the September 4, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

Approved For Submittal By:

Reviewed By:

  
Department Director

  
Finance Director

  
City Manager

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

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

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

**ADDENDUM #1**  
**AGREEMENT/CONTRACT #4145-24**  
**RFP# 2025-01**  
**AWARDED ON: 10/9/2024**  
**PVS DX INC**

This Addendum entered into this \_\_\_\_\_ **Day of** \_\_\_\_\_, **2025** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **PVS DX INC** hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 10/9/2024 the City and PVS DX INC, INC entered into an Agreement/Contract pursuant to a call for RFP in which PVS DX INC, INC agreed to provide:

**SODIUM CHLORIDE**

**WHEREAS, the** City and PVS DX INC, INC now desire to extend the original Agreement/Contract for an additional year from **10/9/2025 thru: 10/8/2026**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #4145-24.

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

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

1. This Agreement and the prior agreement dated 10/09/2024 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 10/09/2024 Agreement not inconsistent herewith remain in full force and effect.

**CITY OF LAS VEGAS**

**PVS DX INC, INC**

**REVIEWED AND APPROVED:**

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

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

**ATTEST:**

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



**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS AND PVS DX INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and PVS DX INC ("Contractor"), of 3501 2nd Street SW Albuquerque, NM 87105, on this 9th day of October, 2024 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**RECITALS**

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

WHEREAS, the Contractor desires and is able to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

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

**1. SCOPE OF WORK**

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

The Duties of the offeror shall include, but not be limited to the following services and requirements;

1. Supply and deliver Sodium Chloride in pallets on a as needed basis to the City of Las Vegas Water Treatment Plant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. INDEMNIFICATION:** Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Agreement. Contractor further agrees to hold the City

harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

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

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

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

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

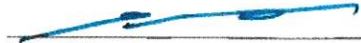
**24. MISCELLANEOUS:** This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement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

deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

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

CITY OF LAS VEGAS

Approved By:



Tim Montgomery, City Manager

Attest:



Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Attorney

CONTRACTOR:

PVS DX INC:

Signed by:

Alan Moss

A560D8726DE4486

Signature

Printed Name: Alan Moss

Position: Territory Manager

October 14, 2024 | 9:24 AM MDT



**“ATTACHMENT “A”  
PVS DX INC  
Rate Schedule**

**CITY OF LAS VEGAS, NEW MEXICO**

**Opening No. 2025-01  
Sodium Chloride**

**RATES FOR SERVICE BROKEN DOWN**

PVS DX INC	
UNIT	BID
1 pallet (49 bags)	\$588.00
6% fuel surcharge	\$35.28
Total Bid Amount	\$623.28



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 09/04/25

**Department:** Utilities

**Item/Topic:** Addendum #1 to Contract #4143-24 with Ortiz & Zamora Attorneys at Law, LLC for City attorney services. The extended term of this agreement will be for 1 year.

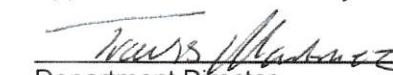
**Fiscal Impact:** Costs budgeted out of the department item number as needed.

**Attachments:** Addendum #1, Contract #4143-24.

**Committee Recommendation:**


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

Approved For Submittal By:

  
\_\_\_\_\_  
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 \_\_\_\_\_

**ADDENDUM #1**

**AGREEMENT/CONTRACT #4143-24**

**RFP# 2025-06**

**AWARDED ON: 10/9/2024**

**ORTIZ & ZAMORA ATTORNEYS AT LAW, LLC**

This Addendum entered into this \_\_\_\_ Day of \_\_\_\_\_, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **ORTIZ & ZAMORA ATTORNEYS AT LAW, LLC** hereinafter termed "Contractor"

**WITNESSETH:**

**WHEREAS**, under date of 10/9/2024 the City and **ORTIZ & ZAMORA ATTORNEYS AT LAW, LLC** entered into an Agreement/Contract pursuant to a call for RFP in which **ORTIZ & ZAMORA ATTORNEYS AT LAW, LLC** agreed to provide:

**CITY ATTORNEY SERVICES**

**WHEREAS**, the City and **ORTIZ & ZAMORA ATTORNEYS AT LAW, LLC, INC** now desire to extend the original Agreement/Contract for an additional year from **10/9/2025 thru: 10/8/2026**.

**WHEREAS**, City and Contractor have agreed upon original terms/scope of agreement #4143-24.

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

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

1. This Agreement and the prior agreement dated 10/09/2024 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 10/09/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**ORTIZ & ZAMORA ATTORNEYS  
AT LAW, LLC**

**REVIEWED AND APPROVED:**

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

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

ATTEST:

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

Agreement / Contract  
No. 4143-24  
City of Las Vegas  
Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS AND ORTIZ & ZAMORA ATTORNEYS AT LAW, LLC**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Ortiz & Zamora Attorneys at Law LLC ("Contractor"), of 530 Harkle Road, Suite B Santa Fe, NM 87505 on this 9<sup>th</sup> day of October 2024 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

**RECITALS**

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

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

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

**1. SCOPE OF WORK**

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

The Duties of the offeror shall include, but not be limited to the following services and requirements;

1. Attorney licensed to practice and in good standing with the State of New Mexico
2. Specializes in Local Government Law, Governmental Ethics and Public Administration
3. Provide legal advice and consultation to the Governing Body, City Manager, and all other City Departments
4. Administrative Matters and Proceedings
5. Providing legal advice and interpretation regarding the City Charter.
6. City Code of Ordinances issues

Professional Services Agreement with **ORTIZ & ZAMORA ATTORNEYS AT LAW, LLC**



7. Code Enforcement
8. Planning and Zoning
9. Municipal Leases and Agreements
10. Contract Law and Sunshine Law Matters
11. Federal, State and City of Las Vegas Ethics Laws
12. Experience in Employment Law & Human Resource Law Issues
13. Experience in Labor Relations Issues
14. Public Records and the Inspection of Public Records Act (IPRA)
15. Litigation in State and Federal Court
16. Municipal, Magistrate and District Court Matters
17. Drafting and Reviewing City Ordinances, Resolutions, Charter Amendments, and any other legal documents affecting the interest of the City.
18. Review of City of Las Vegas Policies
19. Attend All City Council Meetings (as needed)
20. Review All Agenda Items for Council Meetings
21. Provide Legal Consultation on City Insurance Matters
22. Prosecute and Defend the City as to all Civil Complaints, Lawsuits, and Tort Claims
23. Review all invitations to Bid, Request for Proposals, Request for Qualifications, and all other procurement documents.
24. Provide Periodic Status Reports as Requested by the Governing Body and the City Manager
25. Represent the City as its attorney in all minor Court proceedings.
26. Legal services provided to unauthorized employees or the public and not authorized will not be considered nor will the City pay for such.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**24. MISCELLANEOUS:** This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual



who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

**IN WITNESS WHEREOF**, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Approved By:



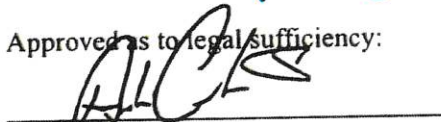
Tim Montgomery, City Manager

Attest:



Casandra Fresquez, City Clerk

Approved as to legal sufficiency:



Attorney

CONTRACTOR:

Ortiz & Zamora Attorneys at Law LLC

Signed by:



Signature

Printed Name: Geno Zamora

Position: Partner

October 10, 2024 | 2:37 PM MDT



**"ATTACHMENT "A"**  
**Ortiz & Zamora, Attorneys at Law, LLC**  
**Rate Schedule**

**City of Las Vegas**

**Opening No. 2025-06**

**City Attorney Services**

## FEES AND COSTS FOR LEGAL SERVICES

### 1. Attorneys' Hourly Rates.

Tony F. Ortiz	\$240/hr
Geno Zamora	\$240/hr
Of Counsel / Senior Associate Attorney	\$240/hr
Associate Attorney	\$195/hr
Sub-Contracted Attorney	\$240/hr
Law Clerk	\$125/hr

All rates are billed in 0.1 hour increments. Rates listed above do not include New Mexico gross receipts tax.

2. Paralegals. \$120.00 per hour billed in 0.1 hour increments, plus applicable gross receipts tax.

3. Private Investigators. \$100.00 per hour billed in 0.1 hour increments, plus applicable gross receipts tax.

4. Expenses. Expenses charged, in addition to attorney, paralegal, and investigator time, exclusive of gross receipts tax, are as follows:

a) Travel Expenses (meals and lodging)	Actual Cost
b) In House Photocopies	No Charge
(outside copying charges)	Actual Cost
c) Mileage	DFA Rate
d) Long Distance Telephone Calls	No Charge
e) Air Travel	Actual Cost
(only when pre-approved)	
t) Facsimile Transmission Charges	No Charge
g) New Mexico Gross Receipts Tax	Current Santa Fe County Rate
h) Computer Research Expense (Westlaw or Lexis)	No Charge
i) Per Diem	Not Applicable
j) Depositions - Originals, Copies	Actual Cost
k) Other Expenses	Actual Cost
(e.g., expert witness fees, service of process, filing fees, charges, witness fees, etc.)	
l) Travel Time Expended by Attorney	Normal Hourly Rate
m) Telephone Consultations	Normal Hourly Rate
n) Court Appearances	Normal Hourly Rate



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 9/4/25

**Department:** Community Development

**Item/Topic:** Asking permission to enter into an encroachment agreement for David P Follmer.

Asking permission to enter into an encroachment agreement between Mr. Follmer and the City of Las Vegas at 1210 San Francisco Avenue Las Vegas NM, 87701

**Fiscal Impact:** None

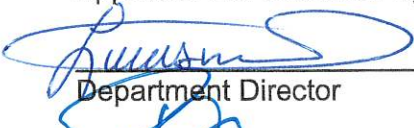

**Attachments:** See Attached Packet


Committee Recommendation: The Planning & Zoning/Board of Adjustments heard this case and made the recommendation for approval of the Encroachment Agreement on August 25, 2025.

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

Approved For Submittal By:

Reviewed By:

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

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

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

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

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

## Staff Findings

Mr. Follmer is requesting to enter into an encroachment agreement with the City of Las Vegas on his property at 1210 San Francisco Avenue. Mr. Follmer stated this his front door is approximately 3 feet onto the city easement along with his garage driveway being approximately 3 feet onto the city easement as well. This encroachment will not be interfering with any city utilities.







**Planning & Zoning/Board of Adjustments  
RECORD PROPER**

Applicant/ Petitioner..... David P Follmer  
Owner..... David P Follmer  
Location..... 1210 San Francisco  
Avenue Las Vegas NM, 87701  
Hearing Date.....August 25, 2025 at 4:00 PM

**ACTION REQUESTED**

Mr. Follmer is asking permission to enter into an Encroachment Agreement. The property is zoned as an R-A (Residential Agricultural Zone)

**BACKGROUND**

Mr. Follmer is requesting an Encroachment Agreement between himself and the City of Las Vegas for the property at 1210 San Francisco Avenue.

**EXHIBITS**

Exhibit

No.	Description, Document name, and number of pages
1	Encroachment Agreement, 3 Pages
2	Letter to Applicant, 1 Page
3	Overhead Aerial of Property, 2 Page
4	Zoning Map Aerial Overhead , 1 Pages
5	Warranty Deed, 1 Page
6	Aerial Site Plan of Encroachment, 2 Pages
7	Images of Property, 7 Pages
8	
9	
10	
11	
12	

## ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and David P. Follmer ("Follmer"). Throughout this Contract, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to as "Parties."

### Recitals

Whereas, the City is the owner of real property commonly known as San Francisco Avenue, which is a City right-of-way ("ROW") with the ROW referred to as "City Property"; and

Whereas, Follmer is the owner of the real property commonly known as 1210 San Francisco Avenue, Las Vegas, San Miguel County, New Mexico 87701 (more particularly described on attached Exhibit A) ("Premises") which abuts the City Property on northerly side of San Francisco Avenue; and

Whereas, a Improvement Location Report ("ILR") of 1210 San Francisco Avenue, Las Vegas, San Miguel County, New Mexico 87701, prepared by Clyde J. King, Extreme Measures LLC attached hereto as Exhibit B ("ILR"), shows that there are improvements on the South side of the Premises, namely a Garage, a fence line and a "Closet" encroach on the ROW (collectively "Encroachments"); and

Whereas, the Parties acknowledge the aforementioned encroachments and desire to enter into this Agreement to resolve any encroachment issues that may exist.

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

1. City hereby grants to Follmer permission for the Encroachments to remain in their current locations for as long as such Encroachments shall stand in good repair. If the Encroachments are in need of maintenance or repair, the City expressly grants to Follmer a limited license to enter the City Property to maintain or repair the Premises.
2. If, at any time, for any reason, the portions of the Premises which encroach on City Property are removed, destroyed or cease to exist in a good and safe condition, then the City will provide written notice to the Premises owner(s). If the Premises are not returned to a good and safe condition by or before the date requested in the aforementioned written notice, then this Agreement will automatically terminate regarding those portions of Premises which are removed, destroyed or cease to exist in a good and safe condition. In the event Follmer, or any subsequent holder of interest in the Encroachments or this Agreement, fail to remove said Encroachments from the City Property if requested to do so by the City based on the automatic termination of

any portion of this Agreement, the City may enter upon the Premises and effect such removal of the portion of the Premises which encroaches on the City's property, without the City incurring any liability whatsoever. City and Estate agree that neither Follmer or any heir, successor or assign of Follmer, or any other subsequent party in interest to this Agreement, shall expand or add to the Encroachments or in any other way add any other encroachment or improvement to City Property.

3. This Agreement shall inure to the heirs, successors and/or assigns of the Parties.

4. This Agreement shall be governed by the laws of the State of New Mexico, with venue for any dispute arising under this Agreement being the Fourth Judicial District Court in Las Vegas, New Mexico, and any modification of this Agreement shall be in writing and signed by both Parties.

5. Follmer hereby indemnifies, defends and agrees to hold City harmless from any and all liability, loss, cost, damage, injury and expenses (including without limitation attorney's fees, court costs and litigation expenses) arising out of or in any way connected with the maintenance or repair of the Encroachments. Without limiting the foregoing indemnification provisions, Follmer further agrees that if any third party asserts a claim or files an action against the City in connection with any event or circumstance relating to the relocation of any portion of the Encroachments, the City may defend itself against such claim or action; and in such event, Follmer shall reimburse the City for any sums paid to any third party in damages, judgments or settlement of such claim or action and for any reasonably cost and expense (including without limitation attorney's fees, court costs, and litigation expenses) incurred by the City in defending itself against such claim or action.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

CITY OF LAS VEGAS

FOLLMER

Approved By:

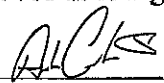
\_\_\_\_\_  
David Romero, Mayor

  
\_\_\_\_\_  
David P. Follmer

Attest:

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

Approved as to legal sufficiency only:

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

ACKNOWLEDGMENT

STATE OF NEW MEXICO       )  
                                      ) SS  
COUNTY OF SAN MIGUEL     )

The foregoing encroachment agreement was acknowledged before me by Mayor David Romero,  
City Clerk Casandra Fresquez and City Attorney \_\_\_\_\_ on this \_\_\_\_ day of  
\_\_\_\_\_, 2025.

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

(SEAL)

ACKNOWLEDGMENT

STATE OF NEW MEXICO       )  
                                      ) ss  
COUNTY OF SAN MIGUEL     )

The foregoing encroachment agreement was acknowledged before me by David P.  
Follmer on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

(SEAL)

Exhibit  
2



## City of Las Vegas

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

**Mayor David Romero**

August 11, 2025

David P Follmer  
1210 San Francisco Avenue  
Las Vegas NM 87701

Dear David Follmer

This is to give you formal notice that the City of Las Vegas Planning & Zoning/Board of Adjustments will hold a regular meeting on Monday August 25, 2025 at 4:00 PM at the City of Las Vegas Chambers at 1700 North Grand Avenue. Your item will be heard as a request of approval for your Encroachment Agreement on the premises of 1210 San Francisco Avenue Las Vegas NM 87701.

Staff will initially present the item to the board, at the end of the presentation the board will open the public hearing and will conduct the hearing as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn- in procedure is as follows: the board will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that you or a representative be present at the hearing to answer any questions that the board may have about your application. Failure to be present at the hearing may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity to do so. If you choose, you may bring written statements from other parties in support of your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1608

Sincerely,

Charles Ortiz

Planning and Zoning Coordinator

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4



Gallina

1210 San Francisco Ave

1051

Media Arts  
Trolley Building

1183

1109

1107

1105

1212

1214

1213

1217

1221

1220



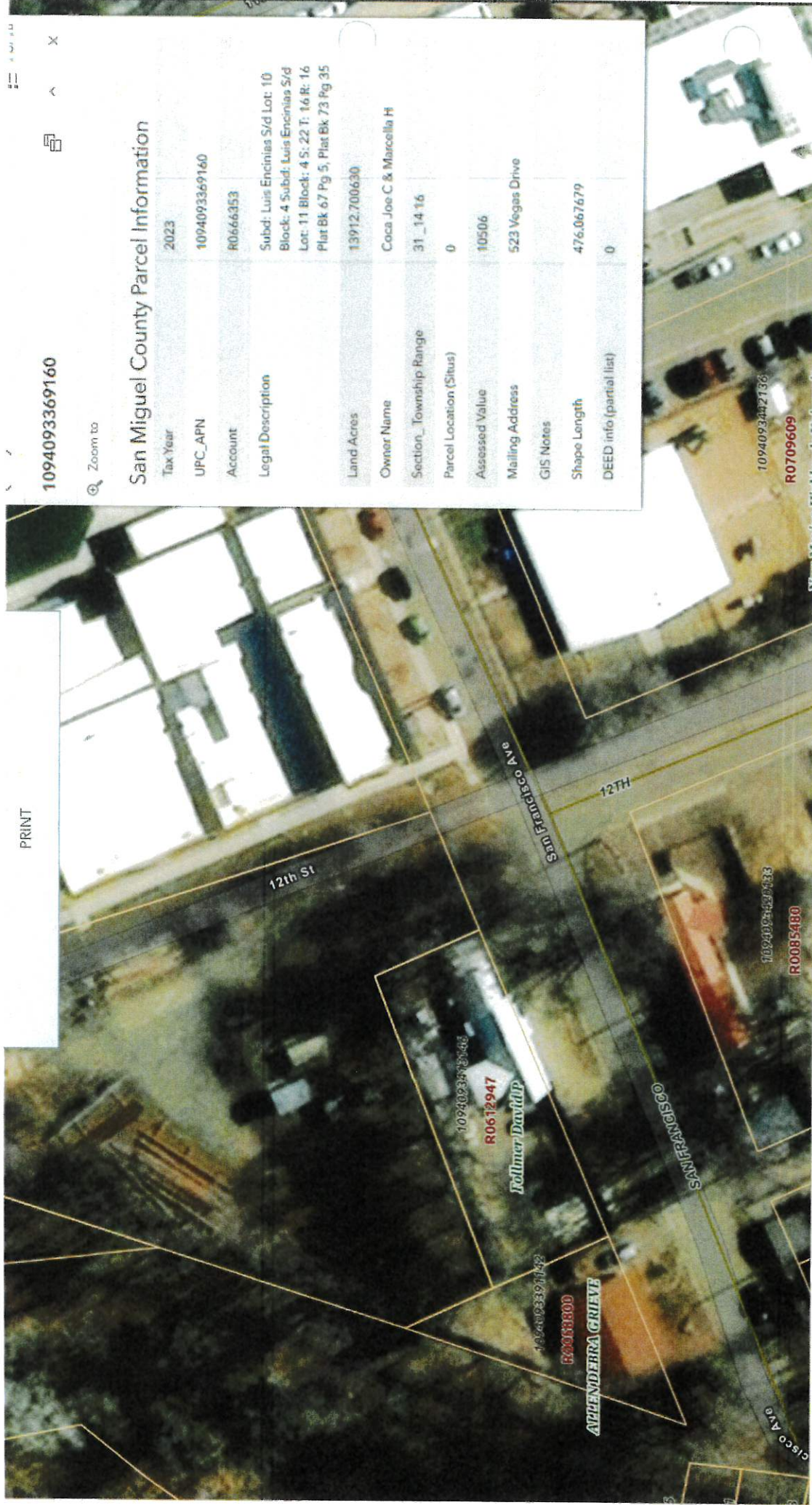
PRINT

1094093369160

Zoom to

### San Miguel County Parcel Information

Tax Year	2023
UPC_APN	1094093369160
Account	R0666353
Legal Description	Subd: Luis Encinias S/d Lot: 10 Block: 4 Subd: Luis Encinias S/d Lot: 11 Block: 4 S: 22 T: 16 R: 16 Plat Bk 67 Pg 5, Plat Bk 73 Pg 35
Land Acres	13912.700630
Owner Name	Coca Joe C & Marcella H
Section_Township Range	31_14_16
Parcel Location (Situa)	0
Assessed Value	10506
Mailing Address	523 Vegas Drive
GIS Notes	
Shape Length	476.067679
DEED info (partial list)	0



1094093369163

R0709609

1094093369163

R085480

1094093369162

R2933300

ATTENDERRA GRIEVE

Bellmer David D

R0612947

1094093369160





Exhibit S

County of San Miguel  
State of New Mexico

WARRANTY DEED  
Pages: 1

New Mexico Statutory Form Rev. 5-75  
Territorial Title Of Las Vegas, Inc.  
Escrow # 00036038

I Hereby Certify that this Instrument was filed  
for record 12/09/2016 03:19:02 PM and was  
duly recorded as Instrument No. 201604218 of the  
Records of San Miguel County, NM

Witness My Hand and Seal Of Office  
Geraldine E. Gutierrez

Deputy  
County Clerk, San Miguel, NM

Recording Requested By:  
Territorial Title of Las Vegas, Inc.

Book # 36038

The document contains 1 pages.

## WARRANTY DEED

Brewster-Norman Properties, L.L.C., a Utah limited liability company for consideration paid,  
grants to David P. Follmer, A Single Man  
whose address is HC 69 Box 30 Rociada, NM 87742  
the following described real estate in San Miguel County, New Mexico:

Lots Six (6) and Seven (7), Block Thirteen (13) of the Lopez, Sulzbacher and Rosenwald's  
Addition of the El Dorado Town Company, Las Vegas, San Miguel County, New Mexico.

SUBJECT TO: Reservations, restrictions, easements of record & taxes for 2017 and subsequent years.

TOGETHER WITH: All rights appurtenant thereto  
with warranty covenants.

WITNESS our hands and seals this 2 day of December, 2016

Michael Norman  
Michael Norman, Member

Diane Brewster-Norman  
Diane Brewster-Norman, Member

## ACKNOWLEDGMENT FOR LIMITED LIABILITY COMPANY

STATE OF UTAH

COUNTY OF SALT LAKE

} ss.

The foregoing instrument was acknowledged before me this 2nd day of December, 2016

by Michael Norman, Member

(Name Of Officer) (Title Of Officer)

and Diane Brewster-Norman, Member

(Name Of Officer) (Title Of Officer)

of Brewster-Norman Properties, L.L.C., a Utah limited liability company

(Name Of Corporation) (State Of Incorporation)

on behalf of said company.

My commission expires:  
(Notary Public Seal)

07-22-2017

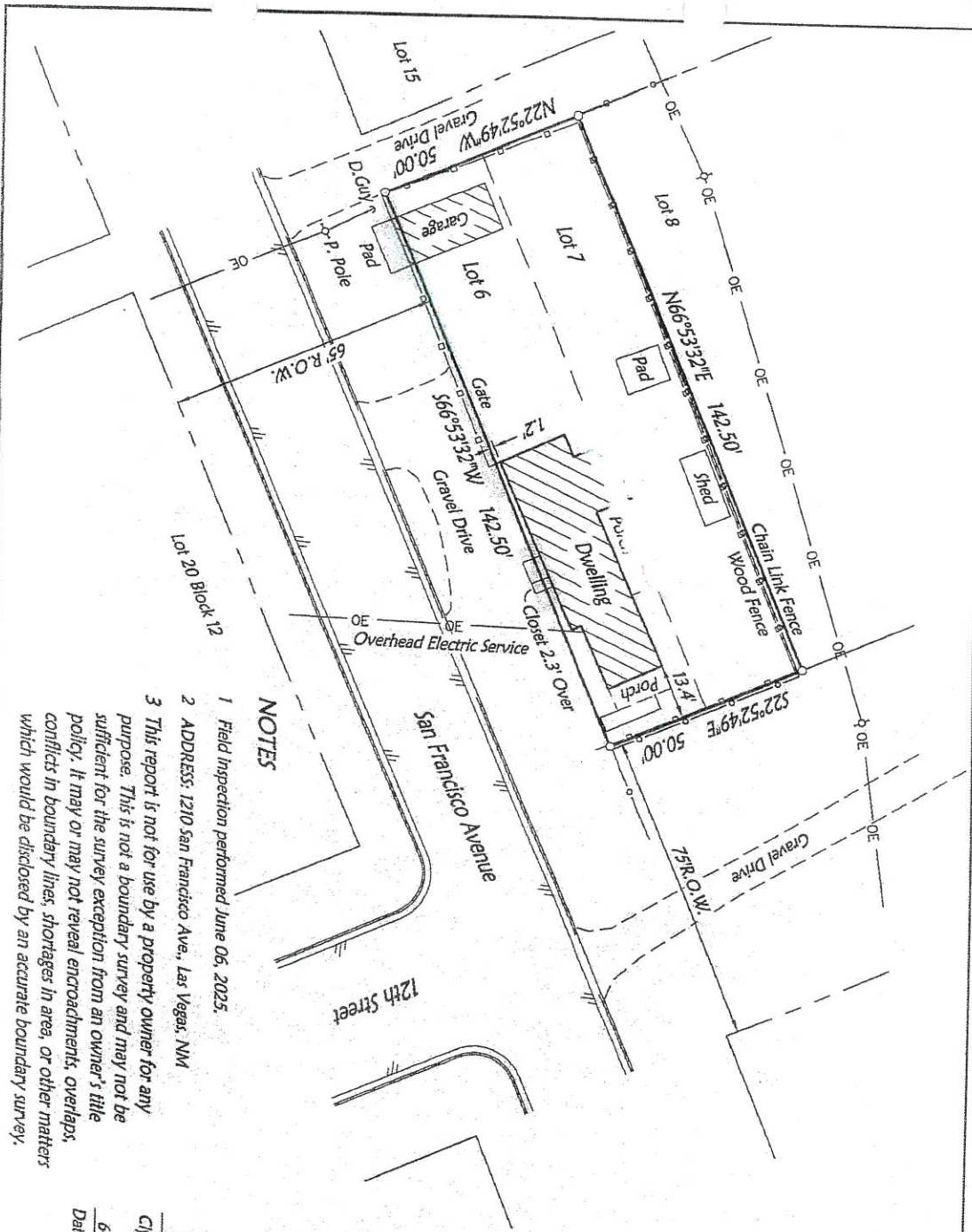
Notary Public



NOTARY PUBLIC  
SARAH H. SCOTT  
068625  
COMMISSION EXPIRES  
JULY 22, 2017  
STATE OF UTAH

Exhibit A





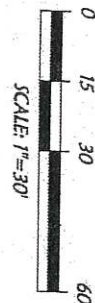
**NOTES**

- 1 Field inspection performed June 06, 2025.
- 2 ADDRESS: 1210 San Francisco Ave., Las Vegas, NM
- 3 This report is not for use by a property owner for any purpose. This is not a boundary survey and may not be sufficient for the survey exception from an owner's title policy. It may or may not reveal encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate boundary survey.

*[Signature]*  
 Clyde J. King, PLS  
 Date 6-12-2025



**LEGEND**  
 ○ Property Corner



<b>Extreme Measures, LLC</b> P.O. Box 287 Logan, NM 88426 Phone: 505-870-6901 ExtremeMeas,LLC@gmail.com	<b>IMPROVEMENT LOCATION REPORT</b> Lots 6 & 7, Block 13 of the Lopez, Sulbacher and Rosenwald's Addition of the El Dorado Town Company, Las Vegas, San Miguel County, New Mexico.	Project No. <b>250606</b> Sheet No. <b>1 of 2</b>
--	---	--



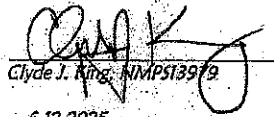
ADDRESS: 1210 San Francisco Ave., Las Vegas, NM

I FURTHER CERTIFY as to the existence of the following at the time of my last inspection:

1. Evidence of rights of way, old highways or abandoned roads, lanes, trails or driveways, sewer, drains, water, gas or oil pipe lines on or crossing premises (show locations, if none visible, so indicate):  
**NONE OBSERVED**
2. Springs, streams, rivers, ponds, or lakes located, bordering on or through said premises:  
**NONE OBSERVED**
3. Evidence of cemeteries or family burial grounds located on said premises (show location):  
**NONE OBSERVED**
4. Overhead utility poles, anchors, pedestals, wires or lines overhanging or crossing said premises and serving other properties (show location):  
**NONE OBSERVED**
5. Joint driveways or walkways, joint garages, party walls or rights of support, steps or roofs in common or joint garages:  
**NONE OBSERVED**
6. Apparent encroachments, if the building, projections or cornices thereof, or signs affixed thereto, fences or other indications of occupancy appear to encroach upon or overhang adjoining property, or the like appear to encroach upon or overhang inspected premises, specify all show (show location):  
**FENCING & IMPROVEMENTS SHOWN ON DRAWING**
7. Specific physical evidence of boundary lines on all sides: YES  
Evidence of Boundary Lines:  
**THE LOTS ARE FENCED**
8. Is the property improved? YES  
(If the structure appears to encroach or appears to violate set back lines, show approximate distances):  
**DWELLING READ-OFFS SHOWN ON DRAWING**
9. Indication of recent building construction, alterations or repairs:  
**NONE OBSERVED**
10. Flood frequency potential.

FLOOD INSURANCE RATE MAP PANEL NO. 35047C0876D, EFFECTIVE DATE: DEC. 3, 2010,  
INDICATES THAT THIS LOT IS LOCATED IN ZONE "AO", AREAS OF 0.2% ANNUAL CHANCE FLOOD  
OF FLOOD WITH A DEPTH UP TO 1 FOOT.

This tract is subject to any and all pertinent easements, right of ways, reservations and restrictions of record. No  
Boundary Survey performed or implied. This report is not to be relied upon for the establishment of buildings,  
fences or other future improvements.

  
Clyde J. King, NMP513979

6-12-2025  
Date



This report is not for use by a property owner for any purpose. This is not a boundary survey and may not be sufficient for the survey exception from an owner's title policy. It may or may not reveal encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate boundary survey.

Extreme Measures, LLC  
P.O. Box 287 Logan, NM 88426  
Phone: 305-870-6901  
ExtremeMeas,LLC@gmail.com

IMPROVEMENT LOCATION REPORT Lots 6 & 7, Block 13 of the  
Lopez, Sulbacher and Rosenwald's Addition of the El Dorado  
Town Company, Las Vegas, San Miguel County, New Mexico.

Project No.  
250606  
Sheet No.  
2 of 2

Exhibit B, page 2





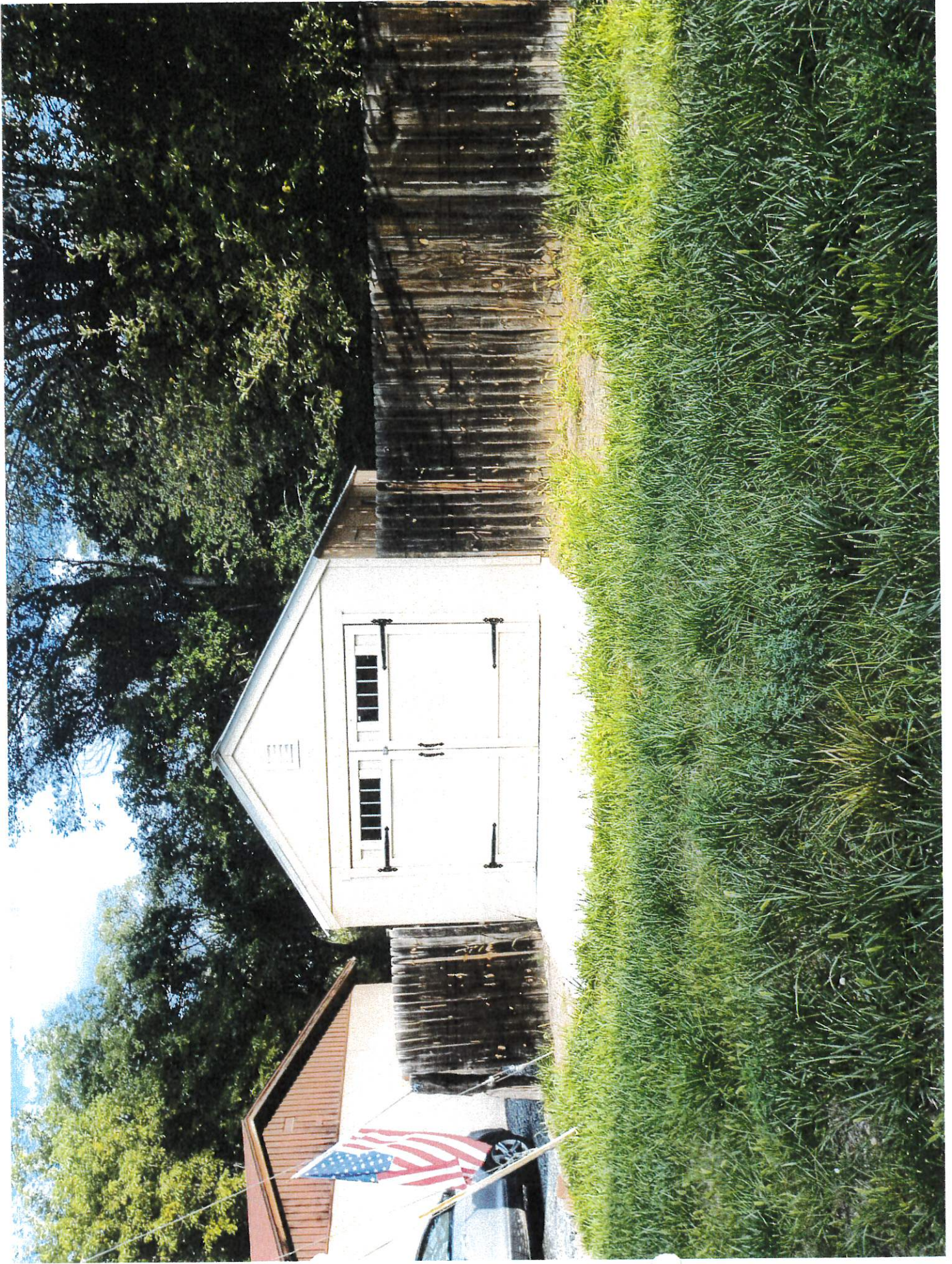














8/12/25, 8:05 AM

IMG\_20250810\_075226144\_MP.jpg














David Follmer

to me ▾

Mon, Aug 11, 6:23 PM (16 hours ago)



 The entrance door has approximately a 3' X 6' pad, the garage ramp is 3' by 10'. The one photo showing the garage, fence, American flag and my neighbors car shows her covered porch is at least four feet over easement. Also a few yrs ago an easement agreement was made with the apartments on 12th, north of Leo's glass.

•••••





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

**Meeting Date:** September 15, 2025

**Date Submitted:** 9/4/25

**Department:** Community Development

**Item/Topic:** Request to enter into a public hearing to seek approval to amend the official zoning map of the City of Las Vegas.

Mr. Basel Joe Hana has petitioned the City Of Las Vegas to rezone the property located at 907 East Prince Street from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone).

**Fiscal Impact:** None

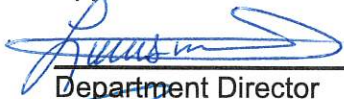
**Attachments:** See Attached Packet


Committee Recommendation: The Planning & Zoning/Board of Adjustments heard this case and made the recommendation for approval of this zone change on August 25, 2025.

**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, CITY COUNCIL  
ORDINANCE NO. 25-07**

**AN ORDINANCE GRANTING AN AMENDMENT TO THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM A C-3 (GENERAL COMMERCIAL ZONE) TO AN R-3(MIXED RESIDENTIAL ZONE) FOR PROPERTY LOCATED AT 907 EAST PRINCE STREET, LAS VEGAS, NEW MEXICO 87701 AS REQUESTED BY BASEL JOE HANA (OWNER).**

**WHEREAS**, Mr. Basel Joe Hana ("Owner") oversees certain real property located at 907 East Prince Street, Las Vegas, New Mexico 87701, described as:

**Sub/Map: T Romero Addition Lot/Map: 31 Lot 31 Block 1 Tract 31 S: 26T: 16R**

**WHEREAS**, pursuant to City Ordinance §450-12, the City Council of the City of Las Vegas ("City Council") may make changes to the Official Zoning Map; and

**WHEREAS**, pursuant to the Las Vegas City Zoning Ordinance, the owner petitioned the City of Las Vegas Planning & Zoning Commission ("Planning & Zoning") for an amendment to the Official Zoning Map of the City of Las Vegas ("City"); and

**WHEREAS**, on August 25, 2025, Planning & Zoning held a public hearing, after providing notice as required by law, for the purpose of receiving testimony and input regarding the amendment to the Property zoning designation in the City's Official Zoning Map from C-3 (General Commercial Zone) to R-3 (Mixed Residential Zone) ; and

**WHEREAS**, on August 25, 2025, pursuant to Ordinance 18-14, Planning & Zoning adopted a motion recommending approval of the Owner's aforementioned proposed amendment to modify the zoning of the Property in the City's Official Zoning Map.

**NOW, THEREFORE, BE IT ENACTED**, pursuant to City Ordinance 14-8, by the City Council, that the Owner's petition is granted, and the Official Zoning Map is amended to reflect that the zoning classification of the Property is changed from C-3 to R-3 effective immediately, and the recitals are incorporated herein by reference.

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

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

Reviewed and approved as to legal sufficiency only:

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

Attest:

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

**Planning & Zoning/Board of Adjustments  
RECORD PROPER**

Applicant/ Petitioner..... Basel Joe Hana  
Owner..... Basel Joe Hana  
Location..... 907 East Prince  
Street Las Vegas NM, 87701  
Hearing Date.....August 25, 2025 at  
4:00 PM

**ACTION REQUESTED**

Basel Joe Hana is requesting approval for his zone change application from C-3 to R-3.

**BACKGROUND**

Surrounding land use in this are primarily residential homes.

**EXHIBITS**

Exhibit No.	Description, Document name, and number/ pages
1	Zone Change Application, 4 Pages
2	Letter to Applicant, 1 Page
3	Overhead Aerial of Property, 2 Pages
4	Zoning Map Aerial Overhead , 1 Pages
5	Warranty Deed, 1 Page
6	Letter of Intent 1 Page
7	Survey, 1 Page
8	
9	
10	



# **CITY OF LAS VEGAS ZONE CHANGE APPLICATION**



# CITY OF LAS VEGAS COMMUNITY DEVELOPMENT DEPARTMENT

505-454-1401 ext. 276

## Applicants Guide to Submitting for a ZONE CHANGE

### PROCEDURES

All land in the incorporated areas of the City of Las Vegas is classified into various "zoning districts," such as "R-1" (Single-Family Residential), "R-2" (Multi-Family Residential), "R-3" (Mixed Residential), "C-1" "C-2" "C-3" Commercial Zones and Manufacturing Zones. These districts (zones) are outlined on the City's Official Zoning Map, and the text of the Zoning Ordinance Code describes the uses allowed and development standards for each zone.

#### Zone Change

A Zone Change is the procedure by which land is reclassified into a different zoning district. The decision to approve the change must be brought before the City's Planning & Zoning Commission with recommendations to City Council who will make the final approval.

#### Application Process

Rezoning applications can be obtained from the City Community Development Department, 1700 North Grand Ave. or downloaded from the City of Las Vegas website at [www.lasvegasnm.gov](http://www.lasvegasnm.gov) under Community Development Forms. Review Request with Zoning Official. Complete and submit application including:

- Scaled site development plan /Legal description of Land / Survey
- Address
- Copy of current deed to the land
- Zoning classification
- Property size
- Current use of property
- Reason for request-Proposed use of property
- Surrounding land use
- Letter of intent
- Authorization of property owner (if Applicable)
- Fees: See fee schedule

### ZONE CHANGE FEE SCHEDULE

ZONE CHANGE BEING REQUESTED	FEE
R-1	\$100.00 per parcel (minimum of 6,000 square feet) plus \$10.00 per each parcel thereafter
R-2	\$200.00 per parcel (minimum 7,000 square feet) plus \$10.00 per each parcel thereafter
R-3	\$100.00 per parcel (minimum of 5,000 square feet) plus \$10.00 per each parcel thereafter
Commercial Re-Zoning	\$300.00 plus \$20.00 per acre over 1.00 acre
Manufacturing Re-Zoning	\$400.00 plus \$20.00 per acre over 1.00 acre
Commercial to Residential	\$100.00 plus \$10.00 applicable to residential change requested

Ordinance No. 04-13 adopted 8-18-04

**NOTE: APPLICATION FEES ARE NON-REFUNDABLE. THERE ARE NO GUARANTEES THAT YOUR APPLICATION WILL BE APPROVED.**

### **Application Review Process**

Completed application may be reviewed by the **\*Development Review Team** where recommendations will be made to insure compliance with Development Standards for presentation to the Planning and Zoning Commission. **All zoning applications must be filed with zoning staff the first week of the month, or earlier if zone change request involves commercial or industrial development. If deadline is not met for filing, proposals will be subject to a continuation at the following month's Planning and Zoning Commission meeting.**

**The Development Review Team \*DRT meets the second Tuesday of each month at 10:00 a.m., and the Planning and Zoning Commission meets the last Monday of each month (excluding holidays) at 4:00 p.m. in City Council Chambers 1700 North Grand Ave.**

**\*The Development Review Team (DRT)** is comprised of representation from various municipal and local utilities departments. Their purpose is to provide the developer with technical input from staff. The review is conducted to consolidate the efforts of the DRT agencies regarding projects that utilize all or part of the services each agency provides to residents and proposed businesses of the City of Las Vegas and County of San Miguel. The actions of the DRT further assist the Planning and Zoning Commission and the City Council in evaluating those projects submitted for public hearings. The DRT is committed to helping the applicant as much as possible to develop a successful proposal.

**Planning & Zoning Commission Meeting** All applicants should be present at **P & Z** meeting and are encouraged to speak on behalf of their request. Failure to attend **P & Z** meeting by applicant may result in a continuation of the request. Application approvals from The Commission shall be adopted by no less than a two-thirds (2/3) affirmative vote of the total voting **Commission** Membership. Approval by the **Commission** is an *approval for recommendation* to Mayor and Council, who make *final* decisions regarding zone changes. Such hearings before City Council are decision is final and conclusive. However, an appeal may be filed with the City Clerk within twenty (20) days of said **Commission** Hearing (meeting) and then forwarded to the City Council for review.

### ***From Updated City of Las Vegas City Zoning Ordinance Manual 2005:***

#### **ARTICLE VI**

#### **SECTION 12-6-4 APPEALS FROM BOARD ACTION**

Any person or persons, or any board, taxpayer, department or bureau of the City aggrieved by any decision of the Board of Adjustment may file a written notice of appeal to the City Council in the manner specified in Article 10 of this Ordinance. **\*A fee of fifty (\$50.00) dollars shall be paid to the City of Las Vegas through the Community Development Department upon the filing of the written appeal to defray the cost of advertising.** \*Amended by Ord. No. 04-13 8/18/04

#### **ARTICLE X**

#### **Section 12-10-15 APPEAL OF PLANNING AND ZONING COMMISSION DENIAL OF APPLICATION**

The action of the Planning and Zoning Commission in denying an application for amendment to the boundaries of a zone or classification of property used herein shall be final and conclusive, unless with twenty (20) days following the date of decision of said Commission, an appeal in writing is filed with the City Council through the Community Development Department by the applicant. **A fee of fifty (\$50) dollars shall be paid to the City of Las Vegas through the Community Development Department upon the filing of the written appeal to defray the cost of advertising.**

# CITY OF LAS VEGAS ZONE CHANGE APPLICATION

Name of applicant(s): Basel Joe Hana

Address of applicant: 7000 portulaca Dr NW

Property interest of applicant(s): Owner  
Owner, under contract, purchaser, etc.

Home phone #: N/A work #: N/A cell# 505-463-9530

Address of property to be rezoned: 907 E prince St, Las Vegas, NM, 871  
If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? Commercial C-3  
Commercial, residential, agricultural

Why do you want to rezone your property? I would like to put a home on the land. I think at one point it was residential then changed to commercial. R-3 is the ~~correct~~ zone

Signature of applicant

Date

2-24-25

Signature of owner  
(If different from applicant)

Date

2-24-25

This area to be filled in by staff

1. DB \_\_\_\_\_ page \_\_\_\_\_ of recorded deed

2. Present zone classification? C-3 (General commercial zone)

3. What will the zone classification be after the zone change?

R-3 (Mixed Residential Zone)

Date fee was paid? 8-11-25 receipt # 011240 SF

Amount paid? \$100.00

Please provide applicant with copy of this application





## City of Las Vegas

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

**Mayor David Romero**

August 11, 2025

Basel Joe Hana  
7001 Portulaca Dr NW  
Albuquerque NM 87120

Dear Basel Joe Hana

This is to give you formal notice that the City of Las Vegas Planning & Zoning/Board of Adjustments will hold a regular meeting on Monday August 25, 2025 at 4:00 PM at the City of Las Vegas Chambers at 1700 North Grand Avenue. Your item will be heard as a request of approval for your Zone Change Application on the premises of 907 East Prince Street Las Vegas NM 87701.

Staff will initially present the item to the board, at the end of the presentation the board will open the public hearing and will conduct the hearing as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn- in procedure is as follows: the board will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that you or a representative be present at the hearing to answer any questions that the board may have about your application. Failure to be present at the hearing may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity to do so. If you choose, you may bring written statements from other parties in support of your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1608

Sincerely,

Charles Ortiz

Planning and Zoning Coordinator

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4







PRINT

GRAND

95-092-2

R0551492

BESS CAROL

1-095-092-203-399

R0077320

BESS CAROL

1-095-092-200-397

R0612410

MONDRAGON JOSE A

1-095-092-199-392

R0654374

SALAZAR ROBIN H

1-095-092-198-387

R0073740

MARTINEZ ROMAN &amp; ERLINDA

1-095-092-197-381

R0074700

RIVERA JOANNE

1-095-092-196-376

R0055760

ANDERSEN BRUCE AND SCOTT MICHAEL

1-095-092-194-370

R0610933

JEANLOUIS PATRICIA A

1-095-092-187-393  
R0093440  
TRUJILLO DIANE, GARCIA ELIZA, &  
GRANO CARMELLA

1-095-092-182-387

R0074140

CASTELLANO BRUNO &amp; ANGELINA D

1-095-092-181-382

R0066500

CASTELLANO ANGELINA D AND  
CASTELLANO BRUNO

1-095-092-179-375

R0050900

GREEN PRISCILLA L

1-095-092-178-370

R0092220

LIGHT KATHY E

RAILROAD

This map is provided for you through the office of the county assessor's office in San Miguel County New Mexico.

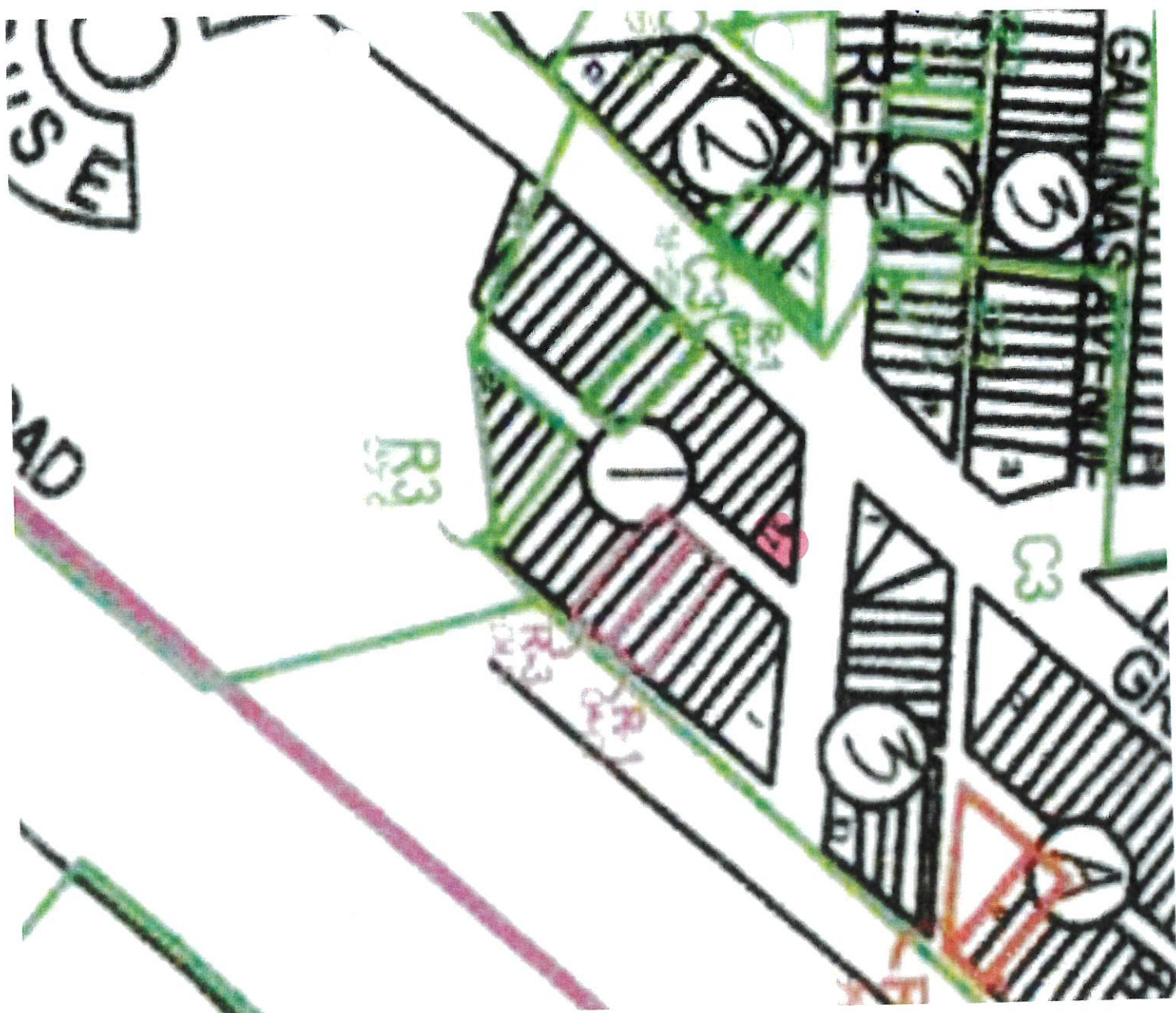
The San Miguel County Assessor's office makes every attempt to capture and portray real property data in our maps. However, this is not 100% accurate. This GIS portal was created by Kristin M Kinic, chief mapper and GIS analyst. Most of the data portrayed in this map is from our office, SMC and the Resource Geographic Information system repository at the University of New Mexico. (<https://rgis.unm.edu>).

For questions, concerns: email [kkinic@co.sanmiguel.nm.us](mailto:kkinic@co.sanmiguel.nm.us)



by Esri





Exhibit

QUITCLAIM DEED

Arthur R. Archuleta, for consideration paid, quitclaims any interest, claim or right to Basel J. Hana, whose address is 7000 Portulaca Dr Albuquerque, NM 87120, the real estate in San Miguel County, New Mexico, commonly known as 907 East Prince Street, Las Vegas New Mexico 87701, which is the same property set forth in the Warranty Deed recorded as Document Number 202201805 on May 27, 2022, Given Property Tax Account #S0093440 and Parcel Number 1-095-092-187-393 and legally described as Sub/Map: T Romero Addition Lot/Map: 31 Lot: 31 Block 1 Tract 31 S: 26T: 16R

Witness my hand and seal this 15 day of October, 2024

  
Arthur R. Archuleta

STATE OF NEW Mexico )  
COUNTY OF San Miguel ) ss

The foregoing instrument was acknowledged before me this 15 day of October, 2024 by Arthur R. Archuleta.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
ALEJANDRO RIVERA  
Commission # 1070248  
My Comm. Exp. June 26, 2025

  
Notary Public

My commission expires: 6/26/2025

County of San Miguel      QUITCLAIM DEED  
State of New Mexico      Pages: 1

I Hereby Certify that this Instrument was filed for record 10/15/2024 01:25:28 PM and was duly recorded as Instrument No. 202403611 of the Records of San Miguel County, NM.

Witness My Hand and Seal Of Office  
Louanna G. Ortega

Deputy Louanna G. Ortega  
County Clerk, San Miguel, NM





## Letter of Intent

June 26th, 2025

To Whom It May Concern.

**901 E Prince St.  
Las Vegas NM  
87701**

My name is Basel Joe Hana and I am requesting  
A Zoning Change from **C3 to R3** at the property  
Listed above at: **907 E Prince St  
Las Vegas NM 87701**

I am planning on putting a Manufactured Home.

Please feel free to call me at :505 463 9530

Regards,

Basel Joe Hana

 *Basel Joe Hana*

06/26/25



100 Foot Letters for Basel Joe Hana at 907 East Prince Street Las Vegas  
NM 87701

Name, Address of Property, Mailing Address

1. Carol Bess, 137 Railroad Avenue, 137 Railroad Avenue Las Vegas  
NM 87701.
2. Robert Duran, Manuel Duran, Frances Henrietta Duran, 32 Grand  
Avenue, P.O. Box 193 Las Vegas NM 87701.
3. Robin H Salazar, 121 Railroad Avenue, 121 Railroad Avenue Las  
Vegas NM 87701
4. Francine Gonzales, 6 Grand Avenue Las Vegas, 905 East Prince  
Street Las Vegas NM 87701.
5. Joanne Rivera, 111 Railroad Avenue, P.O. Box 428 Ribera NM  
87560







**NOTICE OF PUBLIC HEARING**

**APPLICANT:** Basel Xie Hsiao  
**ADDRESS:** 700 Bethesda Dr NW  
**LOCATION OF PROPERTY:** Albuquerque NM 87120  
407 East Granada Street  
**APPLICATION FOR:** Zone Change  
The General Zone/Residential Medium Density will bear any and all  
recommendations concerning proposed Zone Change from C-1  
Residential Commercial Zone to R-3 Medium Residential Zone  
on Alameda Road 35,000 sq. ft. CO. 2000 at the City Council  
Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico 87001.

ALL PERSONS HAVING AN INTEREST IN THE MATTER HAVE A  
RIGHT TO BE HEARD AT THIS HEARING. FOR MORE  
INFORMATION ON THIS CASE, YOU MAY CONTACT THE CITY OF  
LAS VEGAS, COMMUNITY DEVELOPMENT DEPT. AT (866) 544-1401.







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

**Meeting Date:** September 15, 2025

**Date Submitted:** 9/4/25

**Department:** Community Development

**Item/Topic:** Request to enter into a public hearing to seek approval to amend the official zoning map of the City of Las Vegas.

Ms. Star Ford has petitioned the City Of Las Vegas to rezone the property located at 12 Grand Avenue from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone).

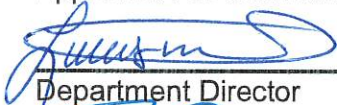
**Fiscal Impact:** None


**Attachments:** See Attached Packet

Committee Recommendation: The Planning & Zoning/Board of Adjustments heard this case and made the recommendation for approval of this zone change on August 25, 2025.


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

Approved For Submittal By:

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

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

Reviewed By:

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

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

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

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

**CITY OF LAS VEGAS, CITY COUNCIL  
ORDINANCE NO. 25-06**

**AN ORDINANCE GRANTING AN AMENDMENT TO THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM A C-3 (GENERAL COMMERCIAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR PROPERTY LOCATED AT 12 GRAND AVENUE, LAS VEGAS, NEW MEXICO 87701 AS REQUESTED BY STAR FORD (OWNER).**

**WHEREAS**, Ms.Ford ("Owner") oversees certain real property located at 12 Grand Avenue, Las Vegas, New Mexico 87701, described as:

**Lots Twenty-six (26) and Twenty-seven (27), Block One (1) of T. Romero's Addition, Las Vegas, San Miguel County, New Mexico.**

**WHEREAS**, pursuant to City Ordinance §450-12, the City Council of the City of Las Vegas ("City Council") may make changes to the Official Zoning Map; and

**WHEREAS**, pursuant to the Las Vegas City Zoning Ordinance, the owner petitioned the City of Las Vegas Planning & Zoning Commission ("Planning & Zoning") for an amendment to the Official Zoning Map of the City of Las Vegas ("City"); and

**WHEREAS**, on August 25, 2025, Planning & Zoning held a public hearing, after providing notice as required by law, for the purpose of receiving testimony and input regarding the amendment to the Property zoning designation in the City's Official Zoning Map from C-3 (General Commercial Zone) to R-3 (Mixed Residential Zone); and

**WHEREAS**, on August 25, 2025, pursuant to Ordinance 18-14, Planning & Zoning adopted a motion recommending approval of the Owner's aforementioned proposed amendment to modify the zoning of the Property in the City's Official Zoning Map.


**NOW, THEREFORE, BE IT ENACTED**, pursuant to City Ordinance 14-8, by the City Council, that the Owner's petition is granted, and the Official Zoning Map is amended to reflect that the zoning classification of the Property is changed from C-3 to R-3 effective immediately, and the recitals are incorporated herein by reference.



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

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

Reviewed and approved as to legal sufficiency only:

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

Attest:

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

**Planning & Zoning/Board of Adjustments  
RECORD PROPER**

Applicant/ Petitioner..... Star Ford

Owner..... Star Ford

Location..... 12 Grand Avenue

Las Vegas NM, 87701

Hearing Date.....August 25, 2025 at

4:00 PM

**ACTION REQUESTED**

Ms. Ford is requesting approval for her zone change application from C-3 to R-3.

**BACKGROUND**

Surrounding land use in this are primarily residential homes.

**EXHIBITS**

Exhibit

No.                      Description, Document name, and number/ pages

1	Zone Change Application, 4 Pages
2	Letter to Applicant, 1 Page
3	Overhead Aerial of Property, 1 Page
4	Zoning Map Aerial Overhead , 1 Pages
5	Warranty Deed, 1 Page
6	Letter of Intent 1 Page
7	
8	
9	
10	



# **CITY OF LAS VEGAS ZONE CHANGE APPLICATION**

# CITY OF LAS VEGAS COMMUNITY DEVELOPMENT DEPARTMENT

505-454-1401 ext. 276

## Applicants Guide to Submitting for a ZONE CHANGE

### PROCEDURES

All land in the incorporated areas of the City of Las Vegas is classified into various "zoning districts," such as "R-1" (Single-Family Residential), "R-2" (Multi-Family Residential), "R-3" (Mixed Residential), "C-1" "C-2" "C-3" Commercial Zones and Manufacturing Zones. These districts (zones) are outlined on the City's Official Zoning Map, and the text of the Zoning Ordinance Code describes the uses allowed and development standards for each zone.

### Zone Change

A Zone Change is the procedure by which land is reclassified into a different zoning district. The decision to approve the change must be brought before the City's Planning & Zoning Commission with recommendations to City Council who will make the final approval.

### Application Process

Rezoning applications can be obtained from the City Community Development Department, 1700 North Grand Ave. or downloaded from the City of Las Vegas website at [www.lasvegasnm.gov](http://www.lasvegasnm.gov) under Community Development Forms. Review Request with Zoning Official. Complete and submit application including:

- Scaled site development plan /Legal description of Land / Survey
- Address
- Copy of current deed to the land
- Zoning classification
- Property size
- Current use of property
- Reason for request-Proposed use of property
- Surrounding land use
- Letter of intent
- Authorization of property owner (if Applicable)
- Fees: See fee schedule

### ZONE CHANGE FEE SCHEDULE

ZONE CHANGE BEING REQUESTED	FEE
R-1	\$100.00 per parcel (minimum of 6,000 square feet) plus \$10.00 per each parcel thereafter
R-2	\$200.00 per parcel (minimum 7,000 square feet) plus \$10.00 per each parcel thereafter
R-3	\$100.00 per parcel (minimum of 5,000 square feet) plus \$10.00 per each parcel thereafter
Commercial Re-Zoning	\$300.00 plus \$20.00 per acre over 1.00 acre
Manufacturing Re-Zoning	\$400.00 plus \$20.00 per acre over 1.00 acre
Commercial to Residential	\$100.00 plus \$10.00 applicable to residential change requested

Ordinance No. 04-13 adopted 8-18-04



**NOTE: APPLICATION FEES ARE NON-REFUNDABLE. THERE ARE NO GUARANTEES THAT YOUR APPLICATION WILL BE APPROVED.**

### **Application Review Process**

Completed application may be reviewed by the **\*Development Review Team** where recommendations will be made to insure compliance with Development Standards for presentation to the Planning and Zoning Commission. **All zoning applications must be filed with zoning staff the first week of the month, or earlier if zone change request involves commercial or industrial development. If deadline is not met for filing, proposals will be subject to a continuation at the following month's Planning and Zoning Commission meeting.**

The Development Review Team **\*DRT** meets the second Tuesday of each month at 10:00 a.m., and the Planning and Zoning Commission meets the last Monday of each month (excluding holidays) at 4:00 p.m. in City Council Chambers 1700 North Grand Ave.

**\*The Development Review Team (DRT)** is comprised of representation from various municipal and local utilities departments. Their purpose is to provide the developer with technical input from staff. The review is conducted to consolidate the efforts of the DRT agencies regarding projects that utilize all or part of the services each agency provides to residents and proposed businesses of the City of Las Vegas and County of San Miguel. The actions of the DRT further assist the Planning and Zoning Commission and the City Council in evaluating those projects submitted for public hearings. The DRT is committed to helping the applicant as much as possible to develop a successful proposal.

**Planning & Zoning Commission Meeting** All applicants should be present at **P & Z** meeting and are encouraged to speak on behalf of their request. Failure to attend **P & Z** meeting by applicant may result in a continuation of the request. Application approvals from The Commission shall be adopted by no less than a two-thirds (2/3) affirmative vote of the total voting **Commission** Membership. Approval by the **Commission** is an *approval for recommendation* to Mayor and Council, who make *final* decisions regarding zone changes. Such hearings before City Council are decision is final and conclusive. However, an appeal may be filed with the City Clerk within twenty (20) days of said **Commission** Hearing (meeting) and then forwarded to the City Council for review.

### ***From Updated City of Las Vegas City Zoning Ordinance Manual 2005:***

#### **ARTICLE VI**

#### **SECTION 12-6-4 APPEALS FROM BOARD ACTION**

Any person or persons, or any board, taxpayer, department or bureau of the City aggrieved by any decision of the Board of Adjustment may file a written notice of appeal to the City Council in the manner specified in Article 10 of this Ordinance. **\*A fee of fifty (\$50.00) dollars shall be paid to the City of Las Vegas through the Community Development Department upon the filing of the written appeal to defray the cost of advertising.** \*Amended by Ord. No. 04-13 8/18/04

#### **ARTICLE X**

#### **Section 12-10-15 APPEAL OF PLANNING AND ZONING COMMISSION DENIAL OF APPLICATION**

The action of the Planning and Zoning Commission in denying an application for amendment to the boundaries of a zone or classification of property used herein shall be final and conclusive, unless with twenty (20) days following the date of decision of said Commission, an appeal in writing is filed with the City Council through the Community Development Department by the applicant. **A fee of fifty (\$50) dollars shall be paid to the City of Las Vegas through the Community Development Department upon the filing of the written appeal to defray the cost of advertising.**

## CITY OF LAS VEGAS ZONE CHANGE APPLICATION

Name of applicant(s): STAR FORD

Address of applicant: 1607 S. GONZALES

Property interest of applicant(s): 12 GRAND OWNER

Owner, under contract, purchaser, etc.

Home phone #: 505 246 8490 work #: same cell# same

Address of property to be rezoned: 12 GRAND

If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? UNOCCUPIED HISTORIC RESIDENTIAL  
Commercial, residential, agricultural

Why do you want to rezone your property? TO BE COMPLIANT WITH THE FACT THAT  
IT HAS BEEN A HOUSE SINCE 1880

STAR  
Signature of applicant

Date 29 JULY 2025

STAR  
Signature of owner  
(If different from applicant)

Date 29 JULY 2025

This area to be filled in by staff

1. DB \_\_\_\_\_ page \_\_\_\_\_ of recorded deed

2. Present zone classification? C-3 (General Commercial Zone)

3. What will the zone classification be after the zone change?

R-3 (Mixed Residential Zone)

Date fee was paid? 8-11-25 receipt # 01124060

Amount paid? \$100.00

Please provide applicant with copy of this application



## City of Las Vegas

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

**Mayor David Romero**

August 11, 2025

Star Ford  
1607 South Gonzales  
Las Vegas NM 87701

Dear Star Ford

This is to give you formal notice that the City of Las Vegas Planning & Zoning/Board of Adjustments will hold a regular meeting on Monday August 25, 2025 at 4:00 PM at the City of Las Vegas Chambers at 1700 North Grand Avenue. Your item will be heard as a request of approval for your Zone Change Application on the premises of 12 Grand Avenue Las Vegas NM 87701.

Staff will initially present the item to the board, at the end of the presentation the board will open the public hearing and will conduct the hearing as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn- in procedure is as follows: the board will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that you or a representative be present at the hearing to answer any questions that the board may have about your application. Failure to be present at the hearing may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity to do so. If you choose, you may bring written statements from other parties in support of your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1608

Sincerely,

Charles Ortiz

Planning and Zoning Coordinator

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

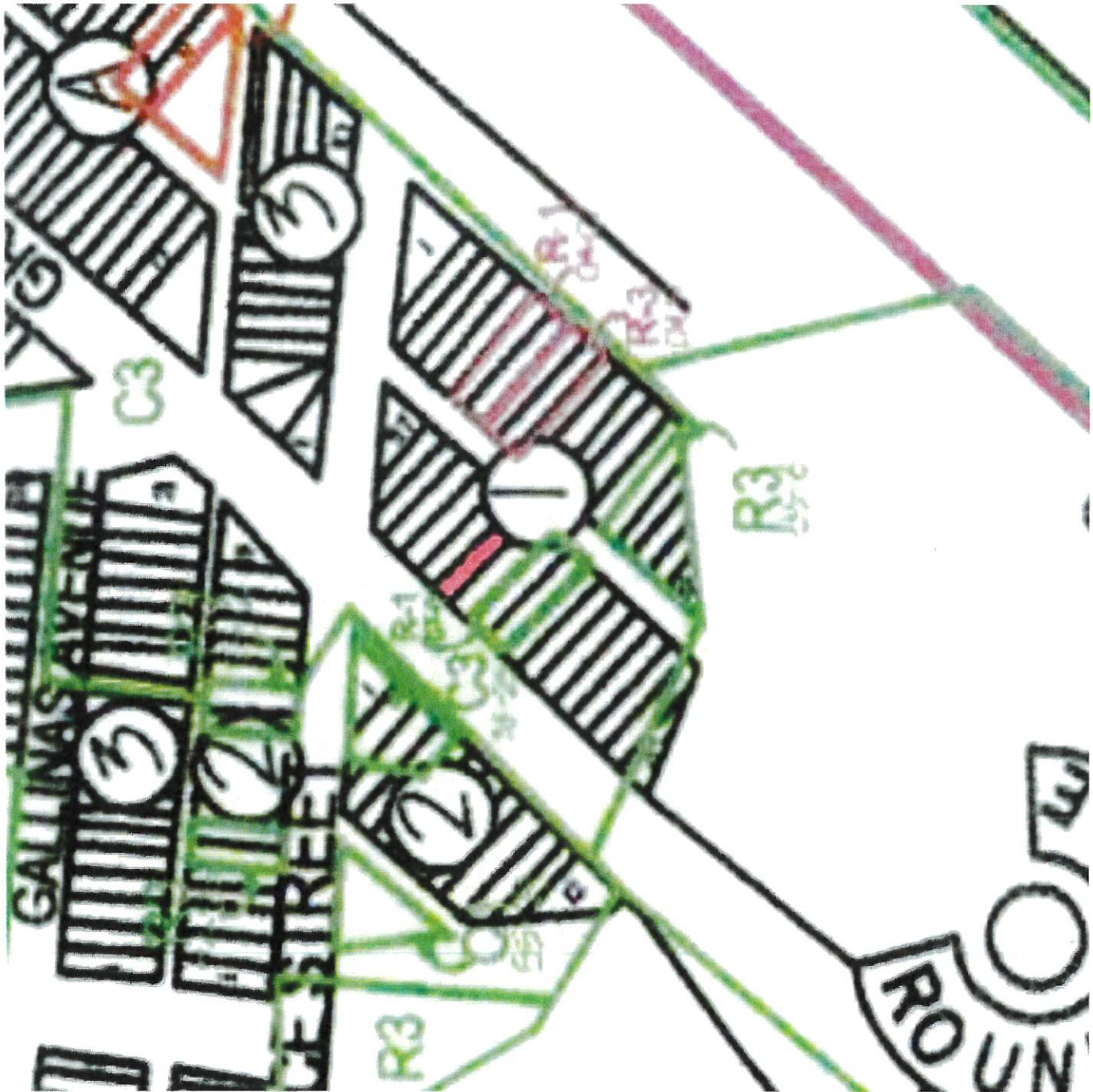
Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4









TERRITORIAL TITLE LLC  
FILE NO: 40631B  
RECORDER/CLERK'S STAMP:

Recording Requested By:  
Territorial Title of Las Vegas, Inc.

File# 4063113  
The document contains 1 pages.

6xhib43  
Territorial Title of Las Vegas  
RECORDED ELECTRONICALLY

Inst # 202400953 County San Miguel  
Date 4-5-24 Time 1:59:01pm

## WARRANTY DEED

Kathye E. Light, a single woman for consideration paid, grant(s)  
to Star Lucia Ford, a single person  
whose address is 1607 S. Gonzales St., Las Vegas, NM 87701  
the following described real estate in San Miguel County, New Mexico:

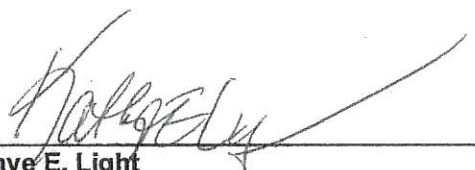
Lots Twenty-six (26) and Twenty-seven (27), Block One (1) of T. Romero's Addition, Las Vegas, San Miguel County, New Mexico.

SUBJECT TO: Reservations, restrictions, easements of record & taxes for 2024 and subsequent years.

TOGETHER WITH: All rights appurtenant thereto

with warranty covenants.

WITNESS our hands and seals this 3rd day of April, 2024

  
Kathye E. Light

## ACKNOWLEDGMENT FOR NATURAL PERSONS

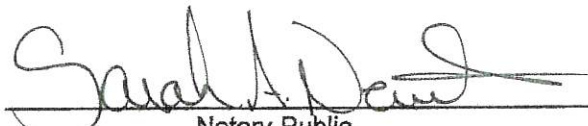
STATE OF North Carolina  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 3rd day of April 2024

by Kathye E. Light

(Name or Names of Person or Persons Acknowledging)



  
Notary Public

**Letter of intent supporting zone change request**

The current use of the property is unoccupied. It is an 1880s stone house that has been boarded up for years, and there is no evidence of it ever being used as anything else besides residential.

I am proposing to restore the house with all new windows, roof, plumbing, electric, and finishings. It will have an upstairs accessory apartment over the main house.

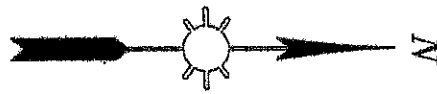
The surrounding land use is 100% residential.

Additional details:

- Address: 12 Grand Ave
- Legal description: Subd: T. Romero Add Lot: 26-27 Block: 1 Tract: 26-27 S: 26 T: 16 R: 16 STD # 6766
- Curring zone: C-3
- Desired change: R-3
- Lot size: 7365 sf



Star Ford, 29 July 2025

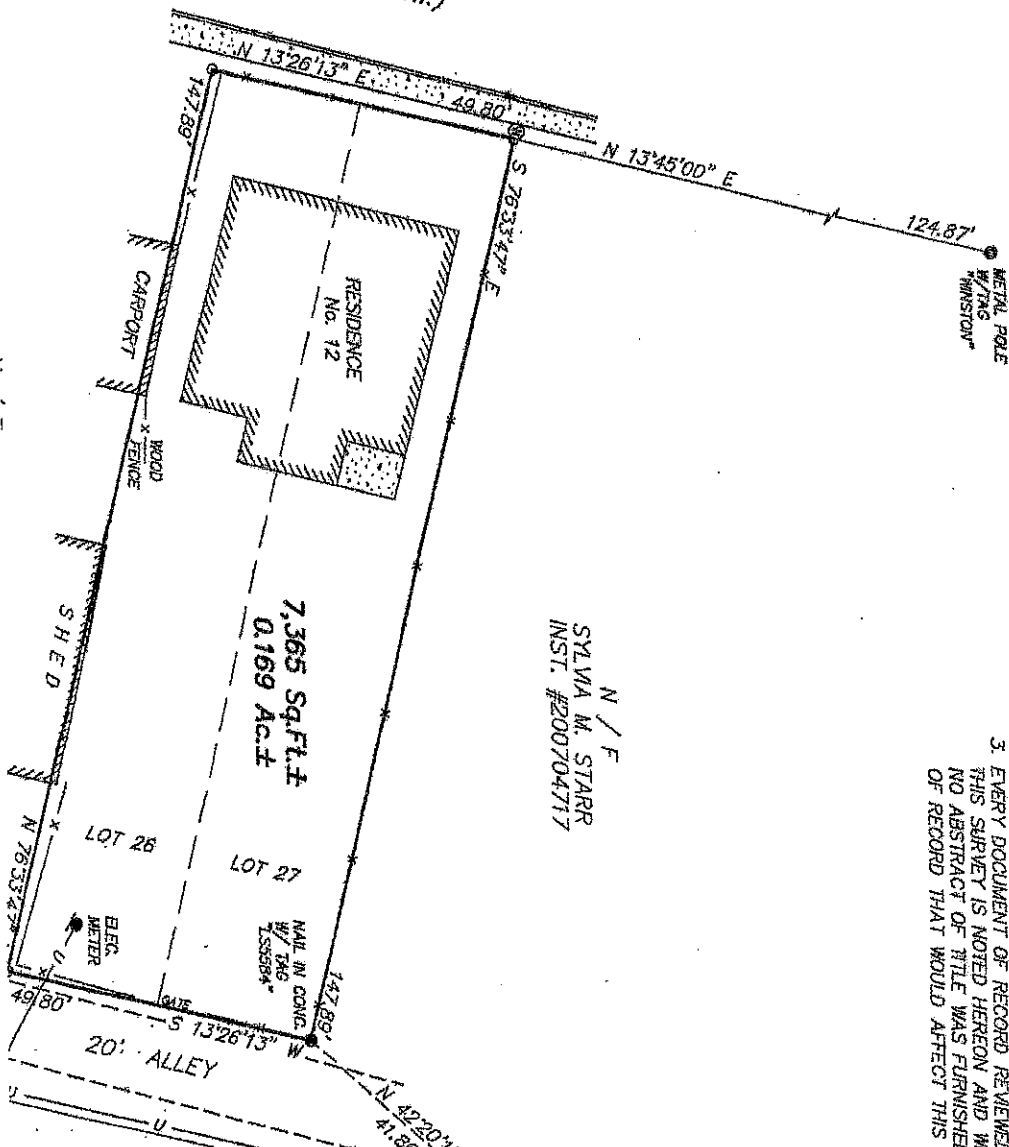


SCALE: 1"=20'

### LEGEND

- INDICATES 1/2" REBAR W/YELLOW PLASTIC CAP  
"M. TRULLIO, NMP512130" SET THIS SURVEY
- INDICATES POINTS FOUND AS NOTED
- x- INDICATES WIRE FENCE
- u- INDICATES OVERHEAD UTILITY LINES
- INDICATES UTILITY POLE
- ⊙ INDICATES WATER METER

GRAND AVENUE  
(80' R.O.W.)



### NOTES:

1. PROPERTY IDENTIFICATION MAP No.1-09.
2. THESE PARCELS OF LAND ARE SUBJECT RIGHTS OF RECORD.
3. EVERY DOCUMENT OF RECORD REVIEWED. THIS SURVEY IS NOTED HEREON AND WE NO ABSTRACT OF TITLE WAS FURNISHED OF RECORD THAT WOULD AFFECT THIS.



100 Foot Letters for Star Ford at 12 Grand Avenue Las Vegas NM 87701

Name, Address of Property, Mailing Address

1. Roxanne Garcia & Leo E Jr, 6 South Grand Avenue Las Vegas NM 87701
2. Priscilla L Green, 16 Grand Avenue Las Vegas NM 87701
3. Eddie Lujan & Erlinda K, 20 Grand Avenue Las Vegas NM 87701
4. Alfred Vigil A & Martha, 107 Railroad Avenue Las Vegas, 103 Railroad Avenue Las Vegas NM 87701.



**TRESPASSING**

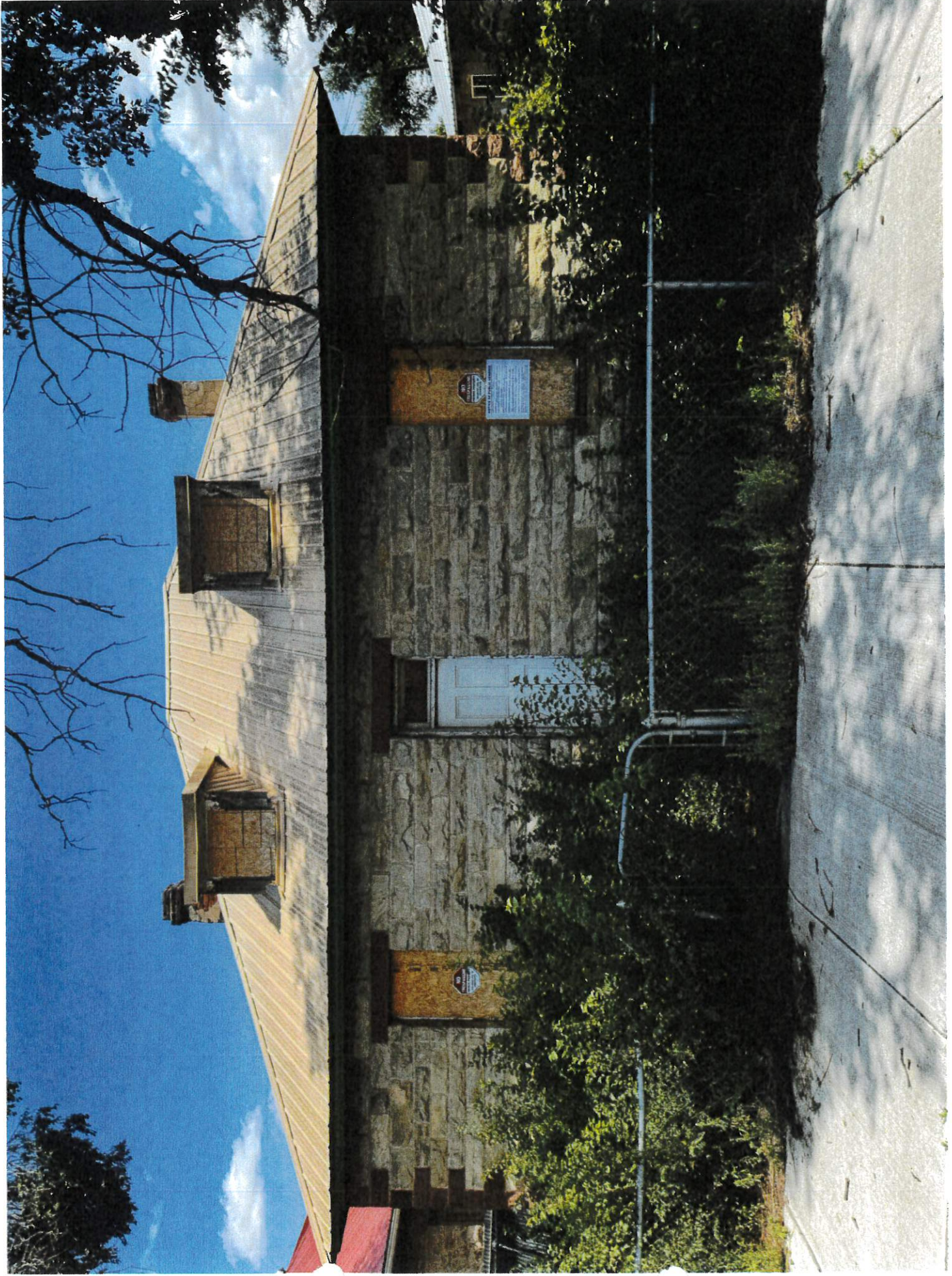
**PRIVATE PROPERTY**

**VIOLATORS WILL BE  
PROSECUTED**

## NOTICE OF PUBLIC HEARING

APPLICANT: Star Ford  
ADDRESS: 1627 South Gonzales Street  
Las Vegas, NV 89104  
LOCATION OF PROPERTY: 12  
Grand Avenue  
APPLICATION FOR: Zone Change  
The Residential Zoning / Board of Administrators will hear any and all  
recommendations concerning proposed Zone Change  
from C-3 (General commercial zone) to R-3 (residential zone)  
on Monday August 25, 2025 at 4:00 a.m. (p.m.) at the City Council  
Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.  
ALL PERSONS HAVING AN INTEREST IN THE MATTER HAVE A  
RIGHT TO BE HEARD AT THIS HEARING. FOR MORE  
INFORMATION ON THIS CASE, YOU MAY CONTACT THE CITY OF  
LAS VEGAS, COMMUNITY DEVELOPMENT DEPT. AT (505) 454-1401.









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

**Meeting Date:** September 15, 2025

**Date Submitted:** September 5, 2025

**Department:** Community Development

**Item/Topic:** Lodgers' Tax application funding request

Request approval of City of Las Vegas Lodgers' Tax funding for Final Al Fresco in the amount of \$44,655, event was originally scheduled for the weekend of September 19, 20 & 21st but the date was changed.

**Fiscal Impact:** \$44,655

**Attachments:** Lodgers' Tax application and supporting documents.

**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  
SPECIAL EVENTS  
LODGERS' TAX APPLICATION FORM

EVENT TITLE: Final Al Fresco

EVENT DATE: 8/29-31/2025

ORGANIZATION: City of Las Vegas NM

PHONE: 505-617-4240

MAILING ADDRESS: 1700 N Grand Ave

CONTACT PERSON: Thomas Fernandez

E-MAIL ADDRESS: tfernandez@lasvegasnm.gov

WEBSITE: [www.visitlasvegas.com/www.lasvegasnm.gov](http://www.visitlasvegas.com/www.lasvegasnm.gov)

FUNDING REQUEST

AMOUNT REQUESTED : \$ 44,655.00

TOTAL  
EVENT BUDGET: \$ 44,655.00

SIGNATURE OF APPLICANT'S

AUTHORIZING OFFICIAL:

DATE: \_\_\_\_\_ TAX ID NUMBER / TAX STATUS: \_\_\_\_\_

**ALL APPLICANTS MUST INCLUDE A W-9.** IF A NONPROFIT ORGANIZATION, INCLUDE A COPY OF THE IRS DETERMINATION LETTER.

FOR OFFICIAL USE ONLY

DATE RECEIVED: \_\_\_\_\_ STAFF REVIEW DATE: \_\_\_\_\_  
LTAB REVIEW DATE: \_\_\_\_\_

APPROVED: YES NO

AMOUNT APPROVED: \_\_\_\_\_

MUTUAL AGREEMENT: YES NO NOTIFICATION SENT: YES NO

## ASSURANCES AND CERTIFICATIONS

I certify that I am authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. I will attend the Lodgers' Tax Board meeting to present my application or have someone to represent my request. If the Lodgers' Tax Board recommends my request to the City Council, I will attend the City Council meeting or have a representative there to answer questions.

If funded, we will keep a clear and accurate accounting of how funds were utilized. The request will follow City policy. We understand that should we be provided with marketing assistance and the event is cancelled, we will be obligated to pay for the cost of any and all costs associated with the design and placement of advertisements.

We understand that the City may evaluate the use of funds as required and approved by the City of Las Vegas and we will deliver a report on each event within thirty (30) days of that event to the City. We understand that funds will not be reimbursed until such report has been presented.

TF  
Initial

Printed Name: Thomas Fernandez

Signature: 

Email Address: tfernandez@lasvegasnm.gov

Phone Number: 505 617 4240

The City of Las Vegas will be hosting the Final Al Fresco August 29-31, 2025

The Final Al Fresco is a new addition this year to honor the memory of Mr. Steve Leger and Mr. Bobby Madrid.

The City hopes to end the Friday Al Fresco by providing a grand finale to the summer season, leaving a lasting impression on attendees.

We are aiming to see local restaurants, hotels, and shops in the area experience a surge in customers during the concert weekend.

Vendors will consist of approximately thirty (11) food, novelty, and craft vendors.

Staffing the event will primarily consist of CD event staff, 1 clean-up crew (5 staff), and 4 solid waste staff. The Police Department and Fire Department will also be present at the event.

We would like to target selected radio spots, targeting people beyond a sixty (60) mile radius. We would run 60 second spots targeting morning drive time, noon, and afternoon drive time.

We would like to advertise on state-wide television newsfeeds which include thirty (30) second television spots and digital marketing. We will also utilize our website to pursue this endeavor.

We will track the amount of people attending the event via geo-netting in order to get a good idea where our attendees are coming from.

We believe that the upcoming concert weekend will have a positive impact on the economic base of our community. The influx of visitors to the area for the concert is expected to result in a surge in customers for local restaurants, hotels, and shops. This increased business activity will generate additional revenue and support local jobs.

# Request

Event	Date	Performances	OT (20 employees)	Sponsorship	Total per Event
Promotional Material	N/A	\$ -		\$ 50,000.00	\$ 50,000.00
Final AI Fresco	8/29-31/2025	\$ 13,200.00	\$ 31,455.00	\$ -	\$ 44,655.00
Total per Category		\$ 13,200.00	\$ 31,455.00	\$ 50,000.00	

Event	PD	FD	Facilities	Event Organizers	Cleaning Crew	Sanitation (Solid Waste)	#	Total per Event
Final AI Fresco	\$10,950.00	\$ 3,500.00	\$ 1,475.00	\$ 4,187.50	\$ 4,542.50	\$ 6,800.00	\$	31,455.00



# Visitors By Origin Final AI Fresco 2025

City	State	# Visitors	% of Visits
Las Vegas	NM	6234	70.458
Albuquerque	NM	354	3.986
Ribera	NM	218	2.462
Santa Fe	NM	167	1.885
Glorieta	NM	100	1.134
Serafina	NM	96	1.079
Ilfeld	NM	93	1.046
Las Cruces	NM	78	0.886
Sapello	NM	76	0.86
Guadalupita	NM	72	0.81
Los Lunas	NM	68	0.768
Lyons	CO	66	0.741
Clovis	NM	59	0.665
Silver City	NM	54	0.609
Mora	NM	50	0.564
Rio Rancho	NM	50	0.57
Cleveland	NM	47	0.529
Gilbert	AZ	46	0.525
Anthony	NM	45	0.509
Rociada	NM	41	0.462
Ocate	NM	38	0.434
Pueblo	CO	37	0.417
Ranchos de Tac	NM	35	0.395
Santa Rosa	NM	35	0.391
Lamy	NM	34	0.383
Amarillo	TX	34	0.374
San Antonio	TX	33	0.374
Montezuma	NM	30	0.339
Des Moines	IA	29	0.325

# Visitors By Origin Final Al Fresco 2025

City	State	# Visitors	% of Visits
Trementina	NM	28	0.312
Chandler	AZ	25	0.278
Fort Collins	CO	25	0.287
Artesia	NM	25	0.287
Buena Vista	NM	25	0.28
Roswell	NM	25	0.275
Colorado Spring	CO	24	0.266
El Paso	TX	24	0.27
El Prado	NM	23	0.261
Plainview	TX	23	0.257
Grants	NM	22	0.25
Roy	NM	21	0.234
Aurora	CO	20	0.224
Rowe	NM	18	0.204
Villanueva	NM	17	0.188
Denver	CO	16	0.18
Kingsland	TX	16	0.183
Pecos	NM	14	0.158
Elmore City	OK	14	0.155
Fountain	CO	13	0.15
Espanola	NM	13	0.148
Ojo Feliz	NM	13	0.143
Vaughn	NM	13	0.152
Lubbock	TX	13	0.142
Moriarty	NM	12	0.14
Odessa	TX	11	0.122
Littlefield	TX	10	0.115
Commerce City	CO	8	0.094
TOTAL VISITORS		8830	

Marketing Stats Final AI Fresco 2025

SUNNY 505			FACEBOOK		KRQE	
USERS REACHED	50,059		VIEWS	27,471	SPOTS	85
IMPRESSIONS	104,137				IMPRESSIONS	888
CLICKS	4,065					
CTR	3.09%					

Metrics - Final Al Fresco

Zipcode	City	State	% of Visits	Visitors
87701	Las Vegas	NM	70.458	6234
87560	Ribera	NM	2.462	218
87114	Albuquerque	NM	1.188	105
87535	Glorieta	NM	1.134	100
87569	Serafina	NM	1.079	96
87538	Ilfeld	NM	1.046	93
87505	Santa Fe	NM	1.017	90
87120	Albuquerque	NM	0.903	80
87745	Sapello	NM	0.86	76
87722	Guadalupita	NM	0.81	72
87031	Los Lunas	NM	0.768	68
80540	Lyons	CO	0.741	66
88101	Clovis	NM	0.665	59
88061	Silver City	NM	0.609	54
88007	Las Cruces	NM	0.588	52
87144	Rio Rancho	NM	0.57	50
87732	Mora	NM	0.564	50
87715	Cleveland	NM	0.529	47
85296	Gilbert	AZ	0.525	46
88021	Anthony	NM	0.509	45
87742	Rociada	NM	0.462	41
87110	Albuquerque	NM	0.459	41
87507	Santa Fe	NM	0.458	41
87112	Albuquerque	NM	0.436	39
87734	Ocate	NM	0.434	38
87506	Santa Fe	NM	0.41	36
87557	Ranchos de Tao	NM	0.395	35
88435	Santa Rosa	NM	0.391	35
87540	Lamy	NM	0.383	34
87106	Albuquerque	NM	0.347	31
87731	Montezuma	NM	0.339	30
50315	Des Moines	IA	0.325	29
88439	Trementina	NM	0.312	28
87121	Albuquerque	NM	0.301	27
88005	Las Cruces	NM	0.298	26
88210	Artesia	NM	0.287	25
80525	Fort Collins	CO	0.287	25
87712	Buena Vista	NM	0.28	25
85286	Chandler	AZ	0.278	25
80918	Colorado Spring	CO	0.266	24
87529	El Prado	NM	0.261	23
79072	Plainview	TX	0.257	23



Metrics - Final Al Fresco

87020	Grants	NM		0.25	22
87743	Roy	NM		0.234	21
78213	San Antonio	TX		0.231	20
80016	Aurora	CO		0.224	20
79119	Amarillo	TX		0.221	20
87562	Rowe	NM		0.204	18
87104	Albuquerque	NM		0.189	17
87583	Villanueva	NM		0.188	17
78639	Kingsland	TX		0.183	16
80260	Denver	CO		0.18	16
88203	Roswell	NM		0.166	15
87105	Albuquerque	NM		0.163	14
81005	Pueblo	CO		0.161	14
87552	Pecos	NM		0.158	14
73433	Elmore City	OK		0.155	14
79928	El Paso	TX		0.153	14
79121	Amarillo	TX		0.153	14
88353	Vaughn	NM		0.152	13
80817	Fountain	CO		0.15	13
87532	Espanola	NM		0.148	13
87735	Ojo Feliz	NM		0.143	13
78211	San Antonio	TX		0.143	13
79413	Lubbock	TX		0.142	13
87035	Moriarty	NM		0.14	12
81008	Pueblo	CO		0.131	12
81001	Pueblo	CO		0.125	11
79762	Odessa	TX		0.122	11
79912	El Paso	TX		0.117	10
79339	Littlefield	TX		0.115	10
88201	Roswell	NM		0.109	10
80022	Commerce City	CO		0.094	8
87124	Rio Rancho	NM	N/A	N/A	
87711	Anton Chico	NM	N/A	N/A	
80013	Aurora	CO	N/A	N/A	
87123	Albuquerque	NM	N/A	N/A	
87736	Rainsville	NM	N/A	N/A	
80910	Colorado Spring	CO	N/A	N/A	
87752	Wagon Mound	NM	N/A	N/A	
87001	Algodones	NM	N/A	N/A	
87122	Albuquerque	NM	N/A	N/A	
89131	Las Vegas	NV	N/A	N/A	
80205	Denver	CO	N/A	N/A	
87740	Raton	NM	N/A	N/A	

Metrics - Final Al Fresco

87537	Hernandez	NM	N/A	N/A
80537	Loveland	CO	N/A	N/A
87723	Holman	NM	N/A	N/A
87579	Vadito	NM	N/A	N/A
37857	Rogersville	TN	N/A	N/A
87544	Los Alamos	NM	N/A	N/A
90274	Palos Verdes Pe	CA	N/A	N/A
88011	Las Cruces	NM	N/A	N/A
84081	West Jordan	UT	N/A	N/A
87747	Springer	NM	N/A	N/A
81007	Pueblo	CO	N/A	N/A
76104	Fort Worth	TX	N/A	N/A
88401	Tucumcari	NM	N/A	N/A
80123	Littleton	CO	N/A	N/A
80030	Westminster	CO	N/A	N/A
87002	Belen	NM	N/A	N/A
87522	Chimayo	NM	N/A	N/A
87048	Corrales	NM	N/A	N/A
78266	San Antonio	TX	N/A	N/A
80204	Denver	CO	N/A	N/A
80136	Strasburg	CO	N/A	N/A
88043	Hurley	NM	N/A	N/A
85295	Gilbert	AZ	N/A	N/A
80020	Broomfield	CO	N/A	N/A
88260	Lovington	NM	N/A	N/A
80223	Denver	CO	N/A	N/A
79124	Amarillo	TX	N/A	N/A
89014	Henderson	NV	N/A	N/A
89108	Las Vegas	NV	N/A	N/A
79106	Amarillo	TX	N/A	N/A
88240	Hobbs	NM	N/A	N/A
80004	Arvada	CO	N/A	N/A
87511	Alcalde	NM	N/A	N/A
81521	Fruita	CO	N/A	N/A
92394	Victorville	CA	N/A	N/A
87521	Chamisal	NM	N/A	N/A
88352	Tularosa	NM	N/A	N/A
87549	Ojo Caliente	NM	N/A	N/A
76065	Midlothian	TX	N/A	N/A
73527	Cache	OK	N/A	N/A
87111	Albuquerque	NM	N/A	N/A
78336	Aransas Pass	TX	N/A	N/A
80102	Bennett	CO	N/A	N/A

Metrics - Final Al Fresco

76048	Granbury	TX	N/A	N/A
88124	Melrose	NM	N/A	N/A
85653	Marana	AZ	N/A	N/A
76225	Alvord	TX	N/A	N/A
73505	Lawton	OK	N/A	N/A
79424	Lubbock	TX	N/A	N/A

Final AI Fresco, Las Vegas, NM 87701	
Friday	2031
Saturday	4037
Sunday	2779





Thomas Fernandez <tferrandez@lasvegasnm.gov>

## Final Friday Al Fresco Social Media results

1 message

Deda Austin <daustin@sunny505.com>

Thu, Sep 4, 2025 at 11:01 AM

To: Lucas Marquez <lmarquez@lasvegasnm.gov>, Scott Zunker <szunker@lasvegasnm.gov>, Thomas Fernandez <tferrandez@lasvegasnm.gov>

Good Morning!

Here are your results for the paid Social Media placement for the Final Friday Al Fresco. We spent \$1,000.

USERS REACHED - 50,059

IMPRESSIONS - 104,137

CLICKS - 4,065

CTR - 3.09%

Video results:

Video plays 📈	Video average play time 📈	Hook rate 📈	Hold rate 📈
29,530	00:05	43%	36.12%

Our social media team was floored at how well the video performed! We hope you had an amazing turn out!

Deda Austin

Creative Account Strategist

See our latest work: [Samples](#)

daustin@sunny505.com

C: 505.363.9932

SUNNY505.com

# SUNNY505

SUNNY505

Marketing | Public Relations | Advertising

9426 Indian School Rd. NE, Albuquerque, NM 87112



Charles Griego &lt;cagriego@lasvegasnm.gov&gt;

---

**KRQE MEDIA - METRICS**

1 message

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**Carol Ann Sandoval** <Carol.Sandoval@krqe.com>  
To: Charles Griego <cagriego@lasvegasnm.gov>

Tue, Sep 9, 2025 at 8:43 AM

Hi Chuck ,

Here is your METRIC/SUMMARY :

- 2-station buy KRQE & FOX NM
- JUNE-AUG
- 295x commercials aired
- **474,613** Household reached – cost per 1,000 to reach 1,000 households **\$4.08**
- **3,80444**-impressions delivered

Chuck let me know your thoughts or if you have any questions just holler 😊

Carol Ann Sandoval

Account Executive

KRQE Media Group

[13 Broadcast Plaza SW](#)

[Albuquerque, NM 87104](#)

505-319-7722 Cell

[Carolann.sandoval@krqe.com](mailto:Carolann.sandoval@krqe.com)

[www.krqe.com](http://www.krqe.com)



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# Post for City of Las Vegas NM Community Developme

## CAROL ANN SANDOVAL



Station: KRQE+  
 Schedule Date: 6/3/2025 - 8/31/2025  
 Advertiser: City of Las Vegas NM Community Developme  
 Agency: City of Las Vegas NM Community Developme

Acct. Exec: Carol Ann Sandoval  
 Phone #: 505-767-9422  
 Fax #:  
 Email: carol.sandoval@krqe.com  
 Website:

### Campaign

#### General Summary

Name	Spots	Cost	Impressions (000)	Reach	Freq	CPM
ALBUQUERQUE-SANTA FE	295	\$12,585.00	3,084.00	96.8	6.5	\$4.08
KRQE+	104	\$9,510.00	1,878.00	70.9	5.4	\$5.07
NRQE	191	\$3,075.00	1,207.00	89.0	2.8	\$2.55

#### Gregorian Summary

Month	Spots	Cost	Net Cost	Impressions (000)	CPM
Jun/25	115	\$5,060.00	\$5,060.00	1,163.95	\$4.35
Jul/25	95	\$3,945.00	\$3,945.00	1,032.33	\$3.82
Aug/25	85	\$3,580.00	\$3,580.00	888.17	\$4.03
Total CS-Households	295	\$12,585.00	\$12,585.00	3,084.44	\$4.08





8.28 2nd Alfresco Reminder.png

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## Post insights



Las Vegas City Government

Published by Amanda Salas

August 28 at 2:02 PM

As a reminder, and with a few additional details since the original August 15 announcement, the City of Las Vegas is finalizing preparations for the 2025 Final Alfresco... See more

**2025 Final Alfresco**

August 29, 2025 - Sunday, August 31, 2025  
Plaza Park  
MC, Luis Hernandez

Las Vegas invites you to join us for the 2025 Final Alfresco, an event celebrating our city's music, and the incredible talent that has brought so much joy and pride to our community. We will also honor the late Steve Langer, who passed away this year. We will also honor the late Bobby Madrid, another cherished musician who passed in July.

**Friday, August 29th**  
5:00 PM - 8:30 PM: Welcome by Mayor David Soria, Steve Langer & Bobby Madrid  
8:30 PM - 8:50 PM: Vegas Show

**Saturday, August 30th**  
12:00 PM - 1:45 PM: Food & Drink  
2:00 PM - 2:45 PM: Live Music  
3:00 PM - 3:45 PM: Heavy Metal  
4:00 PM - 5:45 PM: Dance Floor  
6:00 PM - 7:45 PM: Summer  
8:00 PM - 10:00 PM: Music Fest

**Sunday, August 31st**  
12:00 PM - 1:45 PM: Summer Music  
2:00 PM - 3:45 PM: Heavy Metal  
4:00 PM - 5:45 PM: Dance Floor  
6:00 PM - 7:45 PM: Summer  
8:00 PM - 10:00 PM: Music Fest

If you have any questions regarding event planning, please contact:  
Planner/ Rita Libson, Chuck Golego, at 702.733.1234

Las Vegas City Government  
CITY OF LAS VEGAS  
LODDERS' TAX

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45-54

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18-24

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## Post insights



**Las Vegas City Government**  
Published by Amanda Salas ·  
August 15 at 3:21 PM · 🌐

City of Las Vegas Announces Temporary  
Closures for 2025 Final Al Fresco Celebration

See more



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45-54

25-34

18-24



# NEWS RELEASE City of Las Vegas Announces...

Aug 15

97



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...

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**Reminder: Temporary Closures for 2025 Final ...**  
asub5643

6 days ago

152

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...



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 08/29/25

**Department:** Utilities

**Item/Topic:** Resolution No. 25-46 to apply for funding to the Local Government Planning Fund to develop an Affordable Housing Act Plan.

**Fiscal Impact:** None

**Attachments:** Resolution No. 25-46


**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 \_\_\_\_\_



# ENABLE™ ENROLLMENT FORM

## LOCAL GOVERNMENT PLANNING FUND

This Enrollment Form serves as: i) notification of the Applicant's desire to apply for Local Government Planning Fund ("LGPF") grant funding, and ii) the *initial step of the enrollment process* to access the New Mexico Finance Authority's ("NMFA") online application system, EnABLE™ ("EnABLE"). Please submit this form to [LGPF@nmfa.net](mailto:LGPF@nmfa.net) to enroll for access to the EnABLE online funding application.

Applications for the LGPF may only be submitted via the New Mexico Finance Authority's online application and account system. Enrollment involves completing this form to identify the individual who will be the Primary Contact for submitting the application. Through this enrollment form, the applicant may also request access for a Secondary Contact and up to two designated consultants who may assist in the application and upload documentation. Access for any additional secondary contacts or consultants may be requested through [LGPF@nmfa.net](mailto:LGPF@nmfa.net).

Upon receipt of a properly completed Enrollment Form, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

### I. APPLICANT INFORMATION:

<b>Applicant (Name of Legal Entity):</b>	City of Las Vegas		
<b>Applicant Mailing Address:</b>	1700 North Grand Avenue LV NM 87701		
<b>Applicant Street Address:</b>	1700 North Grand Avenue LV NM 87701		
<b>City:</b> Las Vegas			<b>State:</b> New Mexico
<b>County:</b> San Miguel			<b>Zip:</b> 87701
<b>Email:</b> Tmartinez@lasvegasnm.gov			<b>Phone:</b> 505-454-1401

### APPLICANT LEGAL ENTITY TYPE (Check One):

<input type="radio"/>	Authority (specify):
<input checked="" type="radio"/>	Municipal or County Government
<input type="radio"/>	Mutual Domestic/Sanitary Projects Act Entity
<input type="radio"/>	Special District (specify):
<input type="radio"/>	Tribe or Pueblo
<input type="radio"/>	Other (specify):

**NOTE -- Each Contact must have a separate, unique email address.**

<b>APPLICANT PRIMARY CONTACT</b> <i>(Authorized to Submit Application and Request Access for EnABLE users)</i>		
Name: Travis Martinez		Title: Water Utilities Director
Mailing Address: 1700 North Grand		
City: Las Vegas	State: NM	Zip: 87701
Email: Tmartinez@lasvegasnm.gov		Phone: 505-617-1015

<b>APPLICANT SECONDARY CONTACT</b> <i>(Authorized to Access EnABLE Application System)</i>		
Name: David Romero		Title: Mayor
Mailing Address: 1700 North Grand Avenue		
City: Las Vegas	State: NM	Zip: 87701
Email: mayor.romero@lasvegasnm.gov		Phone: 505-718-9815

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:		Title:
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:		Phone:

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:		Title:
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:		Phone:

**NOTE: Only the Primary Contact designated above can "Submit" the EnABLE online application.**

## II. PROJECT INFORMATION

**Project Type – Check One That Applies**

- ☒ Affordable Housing Act Plan
- ☐ Archaeological Clearances
- ☐ Asset Management Plan
- ☐ Economic Development Feasibility Study
- ☐ Energy Audits
- ☐ Environmental Information Document
- ☐ Flood Inundation Map(s)
- ☐ Local Economic Development Act Plans (LEDA)
- ☐ Long-term Master Plan
- ☐ Metropolitan Redevelopment Act Plan
- ☐ Preliminary Engineering Report
- ☐ Water Conservation Plan
- ☐ Water Development Plan

## III. CERTIFICATION

### I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this form is valid and accurate.

Signature: \_\_\_\_\_

*David Romero*  
**Highest Elected Official or Board Officer**

Print Title: \_\_\_\_\_

*Mayor*

Print Name: \_\_\_\_\_

*David Romero*

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

*9-5-25*

CITY OF LAS VEGAS  
RESOLUTION NO. 25-46

**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 develop an Affordable Housing Act Plan; and

**WHEREAS** the City of Las Vegas may apply for financial assistance from the New Mexico Local Government Planning Fund; and

**WHEREAS** the City of Las Vegas is eligible to apply for funding from the New Mexico Local Government Planning Fund; 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 Local Government Fund for funding is hereby authorized. The project type falls under **Affordable Housing Act Plan** and proposes to develop an Affordable Housing Act Plan. The financial assistance requested is in the amount of \$ 100,000.00

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

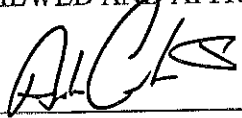
**PASSED, APPROVED, and ADOPTED by the Mayor and Council on this \_\_\_\_\_ day of September 2025.**

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

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

  
\_\_\_\_\_  
Attorney





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

\*Reviewed:

Robert Anaya City Manager

Date

9/4/25

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

Date Submitted: 08-29-2025

Department Submitting: Utilities Department

Submitter: Adrian Allemand

Documents to be reviewed: Resolution No. 25-46 to apply for funding to the Local Government Planning Fund to develop an Affordable Housing Act Plan.

Deadline: **asap**

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: \_\_\_\_\_

Attorney Review

09/08/2025

Date

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

Finance Director

9-8-25  
Date

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

Robert Anaya City Manager

Date

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

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



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 08/29/25

**Department:** Utilities

**Item/Topic:** Resolution No. 25-44 to apply for funding to the Water Trust Board for the 8<sup>th</sup> St Water Line Extension Project.

**Fiscal Impact:** None

**Attachments:** Resolution No. 25-44

**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:

Travis Martinez  
Department Director

M Madrid by DCE  
Finance Director

[Signature]  
City Manager

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

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

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

CITY OF LAS VEGAS  
RESOLUTION NO. 25-44

**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 extend a waterline on 8<sup>th</sup> Street; 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 **8<sup>th</sup> Street Waterline Extension** and proposes to construct a new waterline on 8<sup>th</sup> Street. The financial assistance requested is in the amount of \$1,500,000.00

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

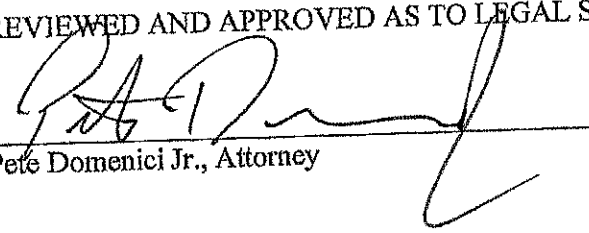
**PASSED, APPROVED, and ADOPTED** by the Mayor and Council on this \_\_\_\_ day of September 2025.

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

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

  
\_\_\_\_\_  
Pete Domenici Jr., Attorney



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

\*Reviewed: \_\_\_\_\_

**Robert Anaya City Manager**

**Date**

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

Date Submitted: 08-29-2025

Department Submitting: Utilities Department

Submitter: Adrian Allemand

Documents to be reviewed: Resolution No. 25-44 to apply for funding to the Water Trust Board for the 8<sup>th</sup> St Water Line Extension Project.

Deadline: **asap**

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: \_\_\_\_\_

**Attorney Review**

**Date**

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

**Finance Director**

**Date**

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

**Robert Anaya City Manager**

**Date**

Received by City Clerk's Office

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

*(Only if being placed on the Agenda)*

**\*This form must be submitted with an Attorney Review prior to review and approval by the City**



## NOTICE OF INTENT TO APPLY FOR 2026 WATER TRUST BOARD FUNDING

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2026 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net).

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

### I. APPLICANT INFORMATION:

<b>Applicant Name:</b>	City of Las Vegas		
<b>Applicant Mailing Address:</b>	1700 North Grand Avenue		
<b>Applicant Street Address:</b>	1700 North Grand Avenue		
<b>City:</b> Las Vegas	<b>State:</b> NM		
<b>County:</b> San Miguel	<b>Zip:</b> 87701		
<b>Email:</b> <a href="mailto:tmartinez@lasvegasnm.gov">tmartinez@lasvegasnm.gov</a>	<b>Phone:</b> 505-454-1401		

### APPLICANT LEGAL ENTITY TYPE (Check One):

	Authority (specify):
X	Municipal or County Government
	Mutual Domestic/Sanitary Projects Act Entity
	Special District (specify):
	Tribe or Pueblo
	Other (specify):

<b>APPLICANT PRIMARY CONTACT</b> (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Travis Martinez		Title: Water Utilities Director
Mailing Address: 1700 North Grand Avenue		
City: Las Vegas	State: NM	Zip: 87701
Email: Tmartinez@lasvegasnm.gov	Phone: 505-617-1015	

<b>APPLICANT SECONDARY CONTACT</b> (Authorized to Access EnABLE Application System)		
Name: David Romero		Title: Mayor
Mailing Address: 1700 North Grand Avenue		
City: Las Vegas	State: NM	Zip: 87701
*Email: mayor.romero@lasvegasnm.gov	Phone: 505-718-9815	

*\*email must not duplicate primary*

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:		Title:
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:		Title:
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

## II. PROJECT INFORMATION

**Project Name:** North 8th Street Water Line

**Amount Requested:** \$ 1,500,000.00

*Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be \$162.1 million (\$24.3 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.*

**Project Type – Check One That Applies**

- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

## III. PROJECT DESCRIPTION

**Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.**

**Project Location:** 8th Street, Las Vegas, NM

**Scope of work:** ☐ Planning ☐ Design ☒ Construction (Check all that apply)

**Phase or Phases to be Funded:**

**Project Goal (35 words or less):**

Funding is requested to install 5,300 feet of 6" C900 water line, a new prv, valves and hydrants. This project is necessary in order to loop our water system and supply adequate water pressure to our residents.

#### IV. DECLARATION OF PROJECT URGENCY

Section 1.3 of the Water Trust Board Project Management Policies provides additional consideration to projects that are deemed Urgent. Does your project meet any of the following definitions of Urgent (check all that are applicable) and <u>attach evidence of the determination from a Cabinet Secretary or designee.</u>		
<b>Public Health Threats:</b> Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Safe Drinking Water Act Compliance:</b> Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Clean Water Act Compliance:</b> Projects that address existing and imminent public health threats from acute and chronic risk contaminants.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Wildfire Public Safety:</b> Watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Dam Safety:</b> Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Other:</b> Does your project address other conditions declared an emergency by the Governor of New Mexico or by a Cabinet Secretary of a state agency? If yes, briefly describe the emergency conditions:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

#### V. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations as part of the Readiness Application. Check all that are applicable for the proposed project.	
<b>Water Rights (OSE):</b> Verification of sufficient water rights as required for proposed project.	
<b>Safe Drinking Water Act Compliance (NMED-DWB):</b> Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	
<b>Clean Water Act Compliance:</b> Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	



<b>Dam Safety (OSE):</b> Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	
<b>Water conservation plan/drought management plan (OSE):</b> Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	

**VI. APPLICATION RESOLUTION ADOPTION DATE:** \_\_\_\_\_

**PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board.** *Please note that the resolution is due with the application on September 11, 2025.* Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 17, 2025.

**VII. ACKNOWLEDGEMENT:** I have reviewed a copy of the Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.

**I CERTIFY THAT:**

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: \_\_\_\_\_  
Highest Elected Official/Board Officer

Print Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 08/29/25

**Department:** Utilities

**Item/Topic:** Resolution No. 25-42 to apply for funding to the Water Trust Board for the 7<sup>th</sup> St Water Line Replacement Project.

**Fiscal Impact:** None

**Attachments:** Resolution No. 25-42

**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:

*Travis Hlatky*  
Department Director

*Robert Anaya by Rm*  
City Manager

Reviewed By:

*Marked by DCJ*  
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  
RESOLUTION NO. 25-42

**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 replace an outdated and decaying waterline on 7<sup>th</sup> Street; 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 **7<sup>th</sup> Street Waterline Replacement** and proposes to Plan, Design and Construct the 7<sup>th</sup> Street Waterline Replacement Project. The financial assistance requested is in the amount of \$2,000,000.00

**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 September 2025.

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

**ATTEST:**

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

**REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:**

\_\_\_\_\_  
Pete Domenici Jr., Attorney



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

\*Reviewed:

  
\_\_\_\_\_  
**Robert Anaya City Manager**

9/4/25  
Date

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

Date Submitted: 08-29-2025

Department Submitting: Utilities Department

Submitter: Adrian Allemand

Documents to be reviewed: Resolution No. 25-42 to apply for funding to the Water Trust Board for the 7<sup>th</sup> St Water Line Replacement Project.

Deadline: **asap**

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: \_\_\_\_\_

  
\_\_\_\_\_  
**Attorney Review**

9/5/25  
Date

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

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

9/5/25  
Date

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

  
\_\_\_\_\_  
**Robert Anaya City Manager**

9/8/25  
Date

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

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

\*This form must be submitted with an Attorney Review signed and dated.



## NOTICE OF INTENT TO APPLY FOR 2026 WATER TRUST BOARD FUNDING

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2026 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net).

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

### I. APPLICANT INFORMATION:

<b>Applicant Name:</b>	City of Las Vegas		
<b>Applicant Mailing Address:</b>	1700 North Grand Avenue		
<b>Applicant Street Address:</b>	1700 North Grand Avenue		
<b>City:</b> Las Vegas			<b>State:</b> NM
<b>County:</b> San Miguel			<b>Zip:</b> 87701
<b>Email:</b> <a href="mailto:tmartinez@lasvegasnm.gov">tmartinez@lasvegasnm.gov</a>			<b>Phone:</b> 505-454-1401

### APPLICANT LEGAL ENTITY TYPE (Check One):

	<b>Authority (specify):</b>
X	<b>Municipal or County Government</b>
	<b>Mutual Domestic/Sanitary Projects Act Entity</b>
	<b>Special District (specify):</b>
	<b>Tribe or Pueblo</b>
	<b>Other (specify):</b>

<b>APPLICANT PRIMARY CONTACT</b> (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Travis Martinez	Title: Water Utilities Director	
Mailing Address: 1700 North Grand Avenue		
City: Las Vegas	State: NM	Zip: 87701
Email: Tmartinez@lasvegasnm.gov	Phone: 505-617-1015	

<b>APPLICANT SECONDARY CONTACT</b> (Authorized to Access EnABLE Application System)		
Name: David Romero	Title: Mayor	
Mailing Address: 1700 North Grand Avenue		
City: Las Vegas	State: NM	Zip: 87701
*Email: mayor.romero@lasvegasnm.gov	Phone: 505-718-9815	

*\*email must not duplicate primary*

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

## II. PROJECT INFORMATION

**Project Name:** Replace 7th St Waterline

**Amount Requested:** \$ 2,000,000.00

*Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be \$162.1 million (\$24.3 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.*

**Project Type – Check One That Applies**

- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

## III. PROJECT DESCRIPTION

**Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.**

**Project Location:** 7th Street, Las Vegas, NM

**Scope of work:** ☒ Planning ☒ Design ☒ Construction (Check all that apply)

**Phase or Phases to be Funded:**

**Project Goal (35 words or less):**

Funding is requested to replace an old and decaying water line with a new 6" C900 waterline. The existing waterline frequently breaks and leaks.

#### IV. DECLARATION OF PROJECT URGENCY

Section 1.3 of the Water Trust Board Project Management Policies provides additional consideration to projects that are deemed Urgent. Does your project meet any of the following definitions of Urgent (check all that are applicable) and <b>attach evidence of the determination from a Cabinet Secretary or designee.</b>		
<b>Public Health Threats:</b> Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Safe Drinking Water Act Compliance:</b> Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Clean Water Act Compliance:</b> Projects that address existing and imminent public health threats from acute and chronic risk contaminants.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Wildfire Public Safety:</b> Watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Dam Safety:</b> Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Other:</b> Does your project address other conditions declared an emergency by the Governor of New Mexico or by a Cabinet Secretary of a state agency? If yes, briefly describe the emergency conditions:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

#### V. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations as part of the Readiness Application. Check all that are applicable for the proposed project.	
<b>Water Rights (OSE):</b> Verification of sufficient water rights as required for proposed project.	
<b>Safe Drinking Water Act Compliance (NMED-DWB):</b> Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	
<b>Clean Water Act Compliance:</b> Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	



<b>Dam Safety (OSE):</b> Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	
<b>Water conservation plan/drought management plan (OSE):</b> Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	

**VI. APPLICATION RESOLUTION ADOPTION DATE:** \_\_\_\_\_

**PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board.** *Please note that the resolution is due with the application on September 11, 2025.* Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 17, 2025.

**VII. ACKNOWLEDGEMENT:** I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.**

**I CERTIFY THAT:**

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: \_\_\_\_\_  
**Highest Elected Official/Board Officer**

Print Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 08/29/25

**Department:** Utilities

**Item/Topic:** Resolution No. 25-45 to apply for funding to the Water Trust Board for the 3 New Storage Tanks and 1 Storage Tank Rehabilitation Project.

**Fiscal Impact:** None

**Attachments:** Resolution No. 25-45

**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:

*Tavis Martinez*  
Department Director

*Robert A. Aray by [Signature]*  
City Manager

Reviewed By:

*Madeline [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  
RESOLUTION NO. 25-45

**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 install 3 new water storage tanks throughout our water system and rehab one 2.5 mg tank; 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 **Water Storage Tanks** and proposes to plan, design and construct 3 new water storage tanks and rehab one 2.5 mg tank. The financial assistance requested is in the amount of \$20,000,000.00

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

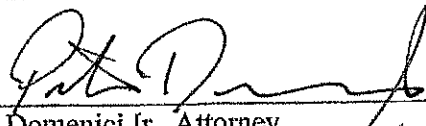
**PASSED, APPROVED, and ADOPTED** by the Mayor and Council on this \_\_\_\_ day of September 2025.

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

ATTEST:

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


REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

  
\_\_\_\_\_  
Pete Domenici Jr., Attorney



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

**\*Reviewed:**



**Robert Anaya City Manager**

**Date**

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

Date Submitted: 08-29-2025

Department Submitting: Utilities Department

Submitter: Adrian Allemand

Documents to be reviewed: Resolution No. 25-45 to apply for funding to the Water Trust Board for the 3 New Storage Tanks and 1 Storage Tank Rehabilitation Project

Deadline: **asap**

Submitter Comments:

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

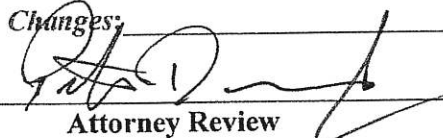
Date: \_\_\_\_\_

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

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

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

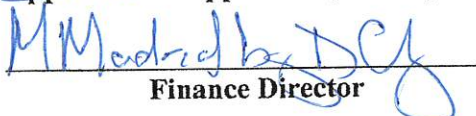
*Changes:*

  
**Attorney Review**

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

9/5/25  
**Date**

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

  
**Finance Director**

9/5/25  
**Date**

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

  
**Robert Anaya City Manager**

9/8/25  
**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*



## NOTICE OF INTENT TO APPLY FOR 2026 WATER TRUST BOARD FUNDING

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2026 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net).

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

### I. APPLICANT INFORMATION:

<b>Applicant Name:</b>	City of Las Vegas		
<b>Applicant Mailing Address:</b>	1700 North Grand Avenue		
<b>Applicant Street Address:</b>	1700 North Grand Avenue		
<b>City:</b> Las Vegas			<b>State:</b> NM
<b>County:</b> San Miguel			<b>Zip:</b> 87701
<b>Email:</b> <a href="mailto:tmartinez@lasvegasnm.gov">tmartinez@lasvegasnm.gov</a>			<b>Phone:</b> 505-454-1401

APPLICANT LEGAL ENTITY TYPE (Check One):	
	Authority (specify):
X	Municipal or County Government
	Mutual Domestic/Sanitary Projects Act Entity
	Special District (specify):
	Tribe or Pueblo
	Other (specify):

<b>APPLICANT PRIMARY CONTACT</b> (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Travis Martinez		Title: Water Utilities Director
Mailing Address: 1700 North Grand Avenue		
City: Las Vegas	State: NM	Zip: 87701
Email: Tmartinez@lasvegasnm.gov		Phone: 505-6171015

<b>APPLICANT SECONDARY CONTACT</b> (Authorized to Access EnABLE Application System)		
Name: David Romero		Title: Mayor
Mailing Address: 1700 North Grand Avenue		
City: Las Vegas	State: NM	Zip: 87701
*Email: mayor.romero@lasvegasnm.gov		Phone: 505-718-9815

*\*email must not duplicate primary*

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:		Title:
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:		Title:
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

## II. PROJECT INFORMATION

**Project Name:** Water Storage Tanks

**Amount Requested:** \$ 20,000,000.00

*Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be \$162.1 million (\$24.3 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.*

**Project Type – Check One That Applies**

- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

## III. PROJECT DESCRIPTION

**Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.**

**Project Location:** Las Vegas NM

**Scope of work:** ☒ Planning ☒ Design ☒ Construction (Check all that apply)

**Phase or Phases to be Funded:**

**Project Goal (35 words or less):**

Funding is requested to install 3 new water storage tanks throughout various locations in our water system. We will also rehab an existing 2.5 mg tank.

#### IV. DECLARATION OF PROJECT URGENCY

<p>Section 1.3 of the Water Trust Board Project Management Policies provides additional consideration to projects that are deemed Urgent. Does your project meet any of the following definitions of Urgent (check all that are applicable) and <u>attach evidence of the determination from a Cabinet Secretary or designee.</u></p>		
<p><b>Public Health Threats:</b> Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply.</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Safe Drinking Water Act Compliance:</b> Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Clean Water Act Compliance:</b> Projects that address existing and imminent public health threats from acute and chronic risk contaminants.</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Wildfire Public Safety:</b> Watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property?</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Dam Safety:</b> Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition.</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Other:</b> Does your project address other conditions declared an emergency by the Governor of New Mexico or by a Cabinet Secretary of a state agency? If yes, briefly describe the emergency conditions:</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

#### V. REGULATORY COMPLIANCE CHECKLIST

<p>Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations as part of the Readiness Application. Check all that are applicable for the proposed project.</p>	
<p><b>Water Rights (OSE):</b> Verification of sufficient water rights as required for proposed project.</p>	
<p><b>Safe Drinking Water Act Compliance (NMED-DWB):</b> Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i></p>	
<p><b>Clean Water Act Compliance:</b> Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i></p>	



<b>Dam Safety (OSE):</b> Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	
<b>Water conservation plan/drought management plan (OSE):</b> Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	

**VI. APPLICATION RESOLUTION ADOPTION DATE:** \_\_\_\_\_

**PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. *Please note that the resolution is due with the application on September 11, 2025.*** Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 17, 2025.

**VII. ACKNOWLEDGEMENT:** I have reviewed a copy of the Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.

**I CERTIFY THAT:**

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: \_\_\_\_\_  
Highest Elected Official/Board Officer

Print Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



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

**Meeting Date:** September 15, 2025

**Date Submitted:** 08/29/25

**Department:** Utilities

**Item/Topic:** Resolution No. 25-43 to apply for funding to the Water Trust Board for the Water Meter Replacement Project.

**Fiscal Impact:** None

**Attachments:** Resolution No. 25-43

**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:

*David Martinez*

Department Director

*Robert A. Araya by [Signature]*

City Manager

Reviewed By:

*M. Madrid 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  
RESOLUTION NO. 25-43

**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 replace water meters throughout the City; 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 **Water Meter Replace** and proposes to install new water meters throughout the City. The financial assistance requested is in the amount of \$4,000,000.00

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

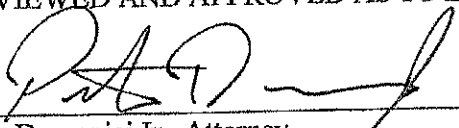
**PASSED, APPROVED, and ADOPTED** by the Mayor and Council on this \_\_\_\_ day of September 2025.

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

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

  
\_\_\_\_\_  
Pete Domenici Jr., Attorney



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

\*Reviewed: \_\_\_\_\_

**Robert Anaya City Manager**

**Date**

9/4/25

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

Date Submitted: 08-29-2025

Department Submitting: Utilities Department

Submitter: Adrian Allemand

Documents to be reviewed: Resolution No. 25-43 to apply for funding to the Water Trust Board for the Water Meter Replacement Project.

Deadline: **asap**

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: \_\_\_\_\_

**Attorney Review**

**Date**

9/5/25

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

**Finance Director**

**Date**

9/5/25

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

**Robert Anaya City Manager**

**Date**

9/8/25

*Please include initial*

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 CM



## NOTICE OF INTENT TO APPLY FOR 2026 WATER TRUST BOARD FUNDING

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2026 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net).

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

### I. APPLICANT INFORMATION:

<b>Applicant Name:</b>	City of Las Vegas	
<b>Applicant Mailing Address:</b>	1700 North Grand Avenue	
<b>Applicant Street Address:</b>	1700 North Grand Avenue	
<b>City:</b> Las Vegas		<b>State:</b> NM
<b>County:</b> San Miguel		<b>Zip:</b> 87701
<b>Email:</b> tmartinez@lasvegasnm.gov		<b>Phone:</b> 505-454-1401

APPLICANT LEGAL ENTITY TYPE (Check One):	
	Authority (specify):
<input checked="checked" type="checkbox"/>	Municipal or County Government
	Mutual Domestic/Sanitary Projects Act Entity
	Special District (specify):
	Tribe or Pueblo
	Other (specify):

<b>APPLICANT PRIMARY CONTACT</b> (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Travis Martinez	Title: Water Utilities Director	
Mailing Address: 905 12th Street		
City: Las Vegas	State: NM	Zip: 87701
Email: tmartinez@lasvegasnm.gov	Phone: (505) 454-3832	

<b>APPLICANT SECONDARY CONTACT</b> (Authorized to Access EnABLE Application System)		
Name: David Romero	Title: Mayor	
Mailing Address: 1700 North Grand Avenue		
City: Las Vegas	State: NM	Zip: 87701
*Email: mayor.romero@lasvegasnm.gov	Phone: (505) 718-9815	

*\*email must not duplicate primary*

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

<b>Consultant Authorized to Access EnABLE Application System</b>		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

## II. PROJECT INFORMATION

**Project Name:** Water Meter Project

**Amount Requested:** \$ 4,000,000.00

*Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2026 cycle is estimated to be \$162.1 million (\$24.3 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.*

**Project Type -- Check One That Applies**

- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

## III. PROJECT DESCRIPTION

**Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.**

**Project Location:** Las Vegas San Miguel

**Scope of work:** ☐ Planning ☐ Design ☒ Construction (Check all that apply)

**Phase or Phases to be Funded:**

**Project Goal (35 words or less):**

Funding is requested to upgrade outdated water meters in Las Vegas and San Miguel, improving accuracy, system efficiency, and billing reliability for long-term water infrastructure resilience.

#### IV. DECLARATION OF PROJECT URGENCY

Section 1.3 of the Water Trust Board Project Management Policies provides additional consideration to projects that are deemed Urgent. Does your project meet any of the following definitions of Urgent (check all that are applicable) and <u>attach evidence of the determination from a Cabinet Secretary or designee.</u>		
<b>Public Health Threats:</b> Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Safe Drinking Water Act Compliance:</b> Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Clean Water Act Compliance:</b> Projects that address existing and imminent public health threats from acute and chronic risk contaminants.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Wildfire Public Safety:</b> Watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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<b>Dam Safety (OSE):</b> Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	
<b>Water conservation plan/drought management plan (OSE):</b> Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	

**VI. APPLICATION RESOLUTION ADOPTION DATE:** August 20, 2025

**PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. *Please note that the resolution is due with the application on September 11, 2025.*** Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 17, 2025.

**VII. ACKNOWLEDGEMENT:** I have reviewed a copy of the Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025.

**I CERTIFY THAT:**

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature:   
Highest Elected Official/Board Officer

Print Title: Mayor

Print Name: David Romero

Date: 7-31-25