

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
February 19, 2025-Wednesday-5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

City Council Meetings are

Available via YouTube

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Appointment of Lawrence Quintana to the Design and Review Board
 - Appointment of Dr. Carol Linder to the Economic Development Committee
 - Appointment of the CEO of Alta Vista Hospital to the Economic Development Committee
- VIII. **COUNCILORS' REPORTS**
- IX. **POLICE CHIEF'S REPORT**
- X. **FINANCE REPORT**
- XI. **PRESENTATIONS/POSSIBLE DIRECTION** (not to exceed 10-15 minutes)

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

- Presentation by Travis Martinez speaking on the presidential award from the New Mexico Water and Wastewater Association to the City of Las Vegas Water Treatment Facility.
- Presentation by Bianca Padilla, Youth Services and Delinquency Prevention, Unit Manager with Children, Youth and Families Department (CYFD) giving an overview of the New Mexico Continuums of Care Model.

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 #3951-23 with Souder Miller & Associates for engineering services for the water distribution system.

Travis Martinez, Water Director RFP #2023-05 was awarded on 3/29/23 and Agreement #3951-23 was signed on 3/29/23. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #1 to Contract #4067-24 with Pavement Sealants & Supply Inc. for building materials and related supplies.

Travis Martinez, Water Director RFP #2024-13 was awarded on 3/15/24 and Agreement #4067-24 was signed on 3/15/24. The extended term of this agreement will be for 1 year.

3. Request approval of Addendum #1 to Contract #4068-24 with Hays Plumbing & Heating for building materials and related supplies.

Travis Martinez, Water Director RFP #2024-13 was awarded on 3/15/24 and Agreement #4068-24 was signed on 3/15/24. The extended term of this agreement will be for 1 year.

4. Request approval of Addendum # 1 to Contract #4074-24 with BTU Block and Concrete Inc. for building materials & related supplies.

Arnold Lopez, Public Works Director RFP #2024-13 was awarded on 3/26/24 and Agreement #4074-24 was signed on 3/26/24. The extended term of this agreement will be for 1 year.

XIII. BUSINESS ITEMS

1. Conduct a Public Hearing and request approval of Ordinance No. 25-02 to amend the official zoning map of the City of Las Vegas by rezoning the property at 11 Bibb Drive from an R-A Residential Agricultural Zone) to a C-3 (General Commercial Zone).

Lucas Marquez, Community Development Director Mr. Travis Regensberg has petitioned the City of Las Vegas to rezone the property at 11 Bibb Drive. On January 27, 2025 the Board of Adjustment/Planning & Zoning Commission heard this case and recommended approval of the zone change.

2. Request approval of Amendment #1 to Contract #4149-24 between the City of Las Vegas and MainStreet de Las Vegas.

Lucas Marquez, Community Development Director The amendment will extend the timeframe for Lodgers' Tax funding project completion from February 15, 2025 to June 30, 2025 or project completion, whichever comes first.

3. Request approval of Resolution No. 25-06 to apply for and accept a grant for additional funding through the New Mexico Department of Transportation Aviation Division for the City of Las Vegas Municipal Airport.

Arnold Lopez, Public Works Director The funding will be used for the completion of the Airfield lighting and Signage Project in the amount of \$29,199.37 inclusive of gross receipts tax. Molzen/Corbin & Associates will be absorbing the cost of the City's matching funds due to the engineer miss print on the size of signage. NMDOT Aviation Division's share being \$27,739.40 or (95%) and Molzen/Corbin's share being \$1,459.97 or (5%).

4. Request approval to utilize Lodgers Tax for purchasing Christmas Decorations to be used for the Luces del Rio and the Plaza Park.

Arnold Lopez, Public Works Director/Lucas Marquez, Community Development Director The amount requested will be approximately \$120,000.00.

5. Request approval to utilize Lodgers Tax for phase II of electrical upgrades on the Westside of the riverwalk.

Arnold Lopez, Public Works Director/Lucas Marquez, Community Development Director The amount requested is \$131,916.25 inclusive of NM gross receipts tax.

6. Review, discussion and approval of filling Peterson Reservoir.

Travis Martinez, Water Director This item will be discussed at the February 6, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

7. Request approval of Resolution No. 25-07 supporting the Great Blocks on Railroad Capital Outlay Improvement Grant \$800,000 grant request.

Tim Montgomery, City Manager The City of Las Vegas has submitted a grant request to New Mexico Mainstreet for additional Capital Outlay Funds to complete the Great Blocks Project on Railroad Ave. The project, based on the Engineer's Opinion of Cost indicates the project is short funding. The City Has prepared Resolution 25-07 supporting the grant application to NM Mainstreet.

8. Request approval to open negotiations with the American Federation of State and Municipal Employees Council (AFSCME) for one (1) economic article, one (1) non-economic article and one (1) other.

Tim Montgomery, City Manager This is in accordance with Article 41-Term of the Agreement of the AFSCME Collective Bargaining Agreement. At this time, City Management Team is requesting approval to open up negotiations with AFSCME.

9. Request approval to Publish Ordinance No. 25-03 Animal Services Ordinance Amending the Las Vegas Municipal Code Chapter 118 Animals Sections 118-1 through 118-53.

Caleb Marquez, Police Chief It is the intent of the City Council that enactment of this chapter will protect animals from cruelty, neglect, and abuse, protect residents from annoyance and injury, assist in providing housing for animals in a control center, finance the functions of licensing and recovery and establish a program for sterilization of animals.

10. Request approval of Resolution No. 25-09, a budget adjustment for the 2024-2025 Fiscal year.

Morris Madrid, Finance Director The City of Las Vegas is in need of making a mid-year budget adjustment in the 2024-2025 fiscal year to transfer and appropriate funds for necessary initiatives from current year savings. Funds from other sources previously accepted are also included for appropriation.

IV. ADJOURN

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

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

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



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

Monthly Report
January 2025

OPERATIONAL UPDATE(S):

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

- a. 164 Traffic Citations
- b. 6 Non-Traffic Citations
- c. 27 Parking Citations
- d. 43 Arrests Made
- e. 16 Animal Control
- a. 3 Burglary Calls 2 Offense Incident Report made from the 3 Burglary Calls
- f. 1241 Calls for Service

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

- a. 1525 Total Calls for Service
- b. 1241 Incoming Calls for Police Department
- c. 223 Incoming Calls for Fire Department
- d. 291 Incoming Calls for AMR Medic
- e. 109 Incoming Calls for Animal Control
- f. 86 Incoming Calls for City Service
- g. 661 Incoming Calls for 9-1-1

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

January 2025		Dogs	Cats	Total
Beginning Shelter Count		70	12	82
Intake from Public (Live Dogs & Cats ONLY)		69	18	87
Adoptions		1	2	3
Outgoing Transfers to Org. Outside Community/Coalition		61	10	71
Return to Owner/Guardian		10	0	10
Dogs & Cats Euthanized				
Unhealthy/Untreatable		0	1	1
Died or Lost in Shelter		3	0	3
Ending Shelter Count		64	17	81

December Events

→ In January ACC began setting up the spay/neuter clinic with Helping Paws Across Borders. Over 350 animals from San Miguel County are scheduled to be spayed/neutered in February.



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



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

IV. Information Division (Records) - Jan. 1 thru Jan. 31 2025.

- a. 170 Offense Incident Reports Closed
- b. 17 Traffic Accident Reports Closed
- c. 213 Citations Entered
- d. 154 Customers Attended
- e. 362 Documents Scanned
- f. 23 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- Indexing 2013-2017 Reports for Destruction Order
- Continuing Training New Employee (D. Cartee)
- Continuing to Update Officer Laptops
- Continuing to File Year End Reports

V. Street Crimes Investigations/Narcotics/Evidence- Jan. 1 thru Jan. 31 2025.

Street Crimes Unit Cases:

- a. 14 Assigned Cases (Investigated for Follow-Up)
- b. 40 Self Initiated
- c. 12 Arrests Made
- d. 06 Search Warrants
- e. 11 Closed Cases
- f. 02 Missing Persons (Recovered Supplemental Reports)

Evidence Seized by Investigators:

- a. 01 Fentanyl Pills
- b. 12.5 Grams Methamphetamine
- c. 01 Gram Heroin
- d. 03 Firearms
- e. 03 Grams Marijuana

Meetings Attended by Street Crimes Unit:

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



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VI. Evidence Seized by Agents/Investigators/Police Officers -Jan. 1 thru Jan. 31.

2025

Entered into Evidence/Evidence worked on:

- a. 66 Evidence Cases In
- b. 221 Evidence Items Turned In
- c. 1 Firearms Seized (Patrol)
- d. 1 Property Released
- e. 1 Fentanyl Pills
- f. 23 Grams Methamphetamine (Patrol)
- g. 25 Grams Heroin
- h. 23 Grams Methamphetamine
- i. 28 Other Prescription Pills
- j. 18 Cases at NMDPS Lab
- k. 1562 IPREA Request CD-R/DVD-R

Notes:

- Detectives answered 81 Calls for Service during the Month of January. Detectives are working two (2) active investigations, reported possible CSC and a shooting unknown if it's self-inflicted.

VII. Travel/Training - Jan. 1 thru Jan. 31 2025.

Information Only Travel:

- Twenty (20) Information Only Travel for the Month of January 2025.

Travel

- One (1) Officer Perea attended Domestic Violence Instructor Course on January 13-15, 2025 in Santa Fe, NM at the Law Enforcement Academy.
- Two (2) Police cadets (F. Lopez & P. Lopez) traveled to NMLEA in Santa Fe, NM to participate in the Mandatory PT Assessment on January 13, 2025. In order to attend the Academy, cadets must successfully pass the assessment.
- Two (2) Police cadets (F. Lopez & P. Lopez) traveled to NMLEA in Santa Fe, NM to attend the Basic Police Officer Training Academy #209. Commenced Sunday, January 26, 2025 thru Tuesday, May 20, 2025.
- Officer Perea escorted Araceli Infanzon from Hero Press to distribute LVPD 2025 Calendars.



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

VIII. Recruiting- Jan. 1 thru Jan. 31 2025.

Recruitment:

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

- **Police Officers-** Five (5) applicants are interested in the vacant position. Four (4) Uncertified) and One (1) Certified Police Officer.
- **Communication Specialist-** Eight (8) applicants are interested in the vacant positions of Communications Specialist (Dispatcher).
- **Violent Crimes Victims Advocate-** Three (3) applicants are interested in the vacant position for Violent Crimes Victims Advocate.

Notes:

- Two (2) physical assessments were conducted. One (1) passed needs to take written test.
- Two (2) interviews were conducted for Communications Specialists (One (1) Full-time, One (1) Part-Time). Recommendations for Hire sent to HR.
- Animal Control applicant failed background.
- Violent Crimes Victims Advocate applications incomplete; not ready for background check.

IX. Vacancies as of January 2025:

- a. 1 Police Commander
- b. 2 Police Lieutenant (Field Ops)
- c. 1 Police Sergeant (Field Ops)
- d. 2 Investigator
- e. 1 Narcotic Agent Sergeant
- f. 1 Narcotics Agent
- g. 7 Police Officers
- h. 2 Communication Specialist (Dispatcher) FT
- i. 2 Communication Specialist (Dispatcher)PT
- j. 1 Communication Manager
- k. 1 Animal Control Officer
- l. 1 Victims Advocate
- m. 1 Animal Care Technicians PT

Total: 24 Vacancies

GENERAL FUND REVENUE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) FY 2025
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	
PROPERTY TAX	1,530,000	1,530,000	892,500	671,355	1,327,555	87%
GROSS RECEIPT TAX 1.225	4,720,000	5,100,000	2,975,000	2,936,499	3,306,357	65%
FRANCHISE TAX	900,000	900,000	525,000	432,500	410,841	46%
GROSS RECEIPT TAX .75	3,100,000	3,300,000	1,925,000	1,925,573	2,168,103	66%
1/8 INFRASTRUCTURE	500,000	530,000	309,167	303,349	340,373	64%
GRT .25 (JAN 2011)	1,300,000	1,400,000	816,667	795,907	869,823	62%
INTERSTATE TELECOM/COMP TA	0	0	0	63,160	13,059	#DIV/0!
LICENSE & FEES	64,000	67,000	39,083	39,407	48,190	72%
INTERGOVERNMENTAL	85,000	85,000	49,583	48,651	42,356	50%
LOCAL-FINES	121,000	105,500	61,542	51,528	36,503	35%
LOCAL-MISC	2,165,663	2,655,700	1,549,158	1,258,087	2,282,319	86%
TOTAL	14,485,663	15,673,200	9,142,700	5,807,886	10,845,481	69%

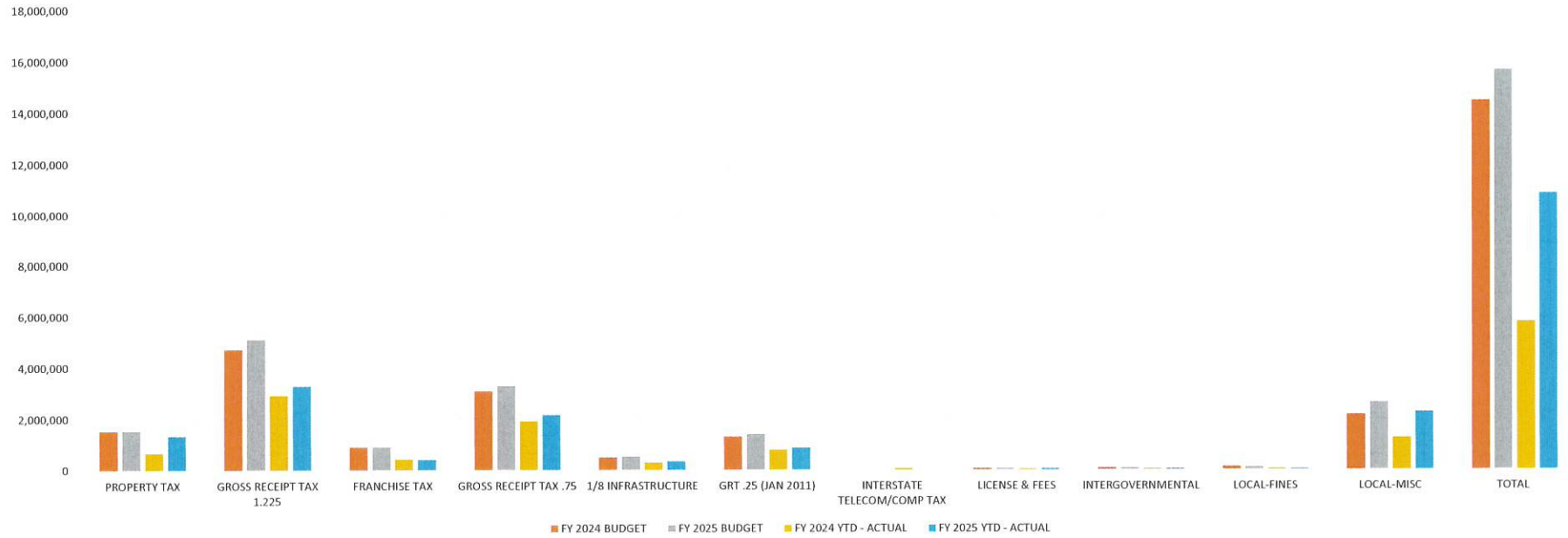
(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

FISCAL YEAR 2025

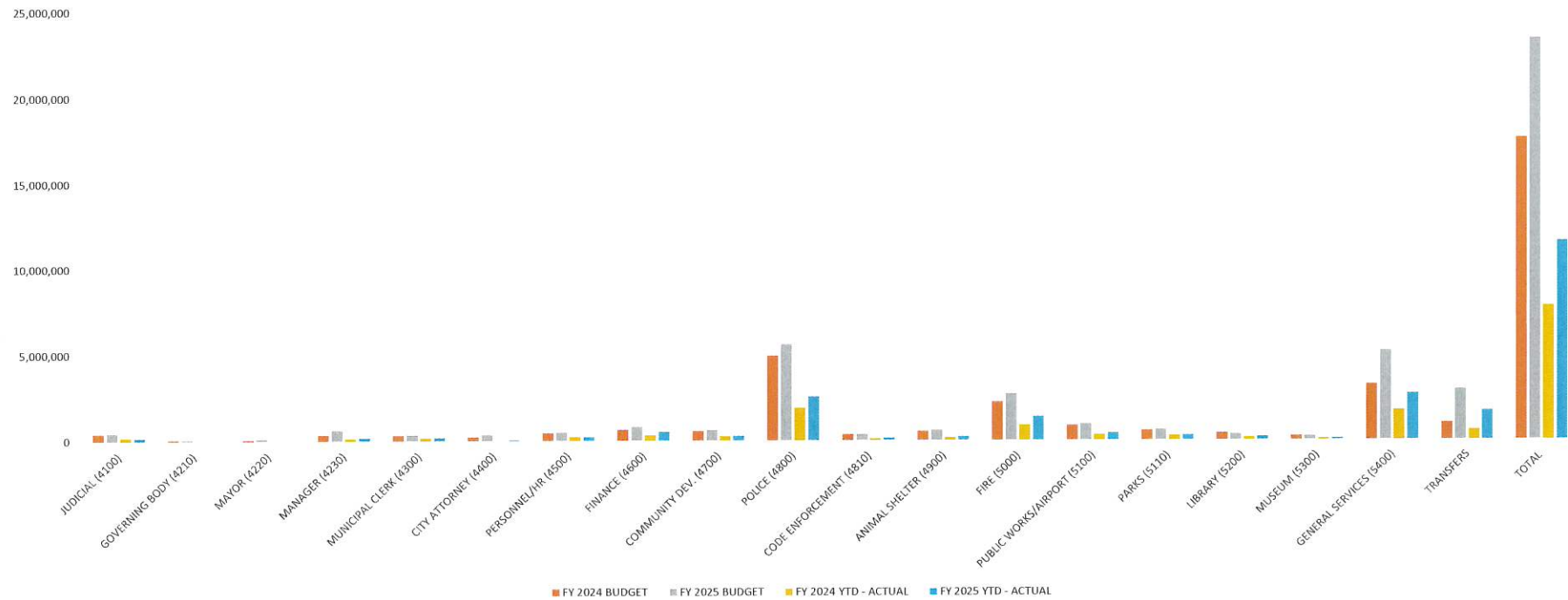
Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
JUDICIAL (4100)	428,159	441,873	257,759	209,320	195,747	246,126	44%
GOVERNING BODY (4210)	66,870	66,895	39,022	33,672	34,639	32,256	52%
MAYOR (4220)	83,882	114,685	66,900	10,135	18,393	96,292	16%
MANAGER (4230)	371,780	627,445	366,010	143,070	187,181	440,264	30%
MUNICIPAL CLERK (4300)	329,540	351,363	204,962	182,480	205,457	145,906	58%
CITY ATTORNEY (4400)	238,748	350,660	204,552	20,082	57,023	293,637	16%
PERSONNEL/HR (4500)	468,198	486,475	283,777	229,313	237,113	249,362	49%
FINANCE (4600)	643,295	812,232	473,802	337,401	526,660	285,572	65%
COMMUNITY DEV. (4700)	555,983	612,503	357,293	261,451	288,902	323,601	47%
POLICE (4800)	4,938,861	5,591,101	3,261,476	1,906,206	2,579,012	3,012,089	46%
CODE ENFORCEMENT (4810)	360,177	358,222	208,963	118,342	152,413	205,809	43%
ANIMAL SHELTER (4900)	536,559	590,730	344,593	194,365	245,119	345,611	41%
FIRE (5000)	2,247,916	2,715,479	1,584,029	906,759	1,405,131	1,310,348	52%
PUBLIC WORKS/AIRPORT (5100)	871,430	944,852	551,164	341,418	428,528	516,324	45%
PARKS (5110)	574,355	619,800	361,550	284,079	300,480	319,320	48%
LIBRARY (5200)	432,142	352,863	205,837	184,952	213,659	139,204	61%
MUSEUM (5300)	250,653	237,607	138,604	95,148	104,157	133,450	44%
GENERAL SERVICES (5400)	3,248,800	5,212,220	3,040,462	1,771,814	2,721,796	2,490,424	52%
TRANSFERS	1,024,309	2,951,240	1,721,557	597,351	1,721,019	1,230,221	58%
TOTAL	17,671,657	23,438,245	13,672,310	7,827,359	11,622,430	11,815,815	50%

GENERAL FUND REVENUE



GENERAL FUND EXPENSE



ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

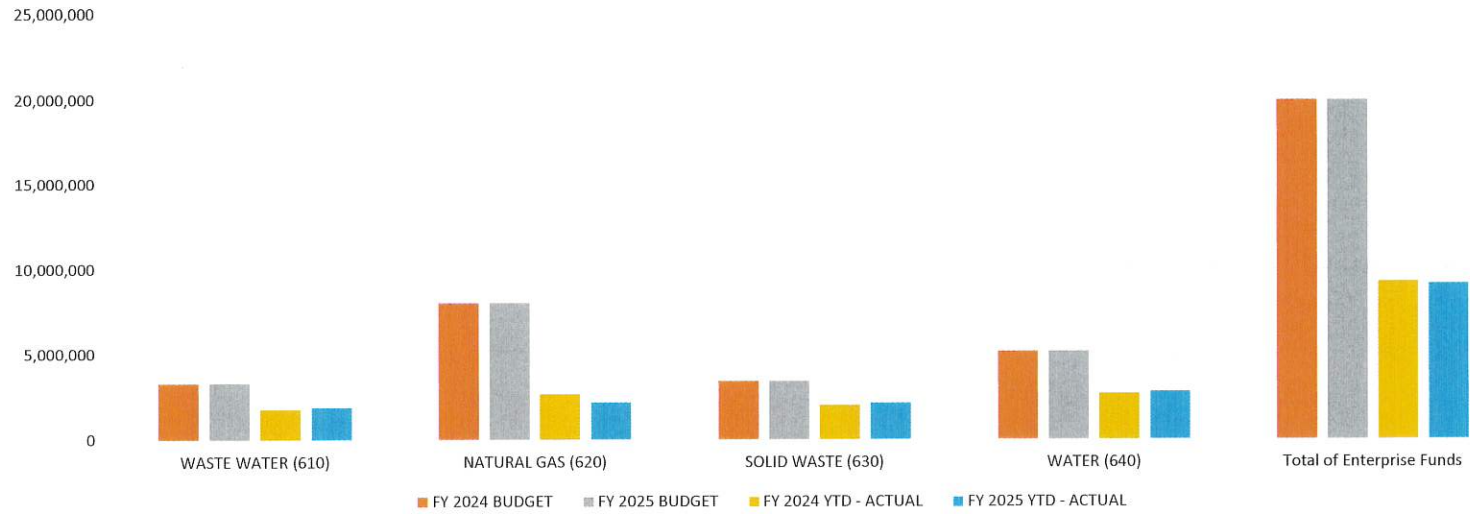
	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	
WASTE WATER (610)	3,321,800	3,321,800	1,937,717	1,822,588	1,931,067	58%
NATURAL GAS (620)	8,037,000	8,037,000	4,688,250	2,694,929	2,205,532	27%
SOLID WASTE (630)	3,440,900	3,440,900	2,007,192	2,037,031	2,155,493	63%
WATER (640)	5,174,220	5,174,220	3,018,295	2,707,833	2,839,508	55%
<i>Total of Enterprise Funds</i>	<u>19,973,920</u>	<u>19,973,920</u>	<u>11,651,453</u>	<u>9,262,381</u>	<u>9,131,600</u>	<u>46%</u>

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

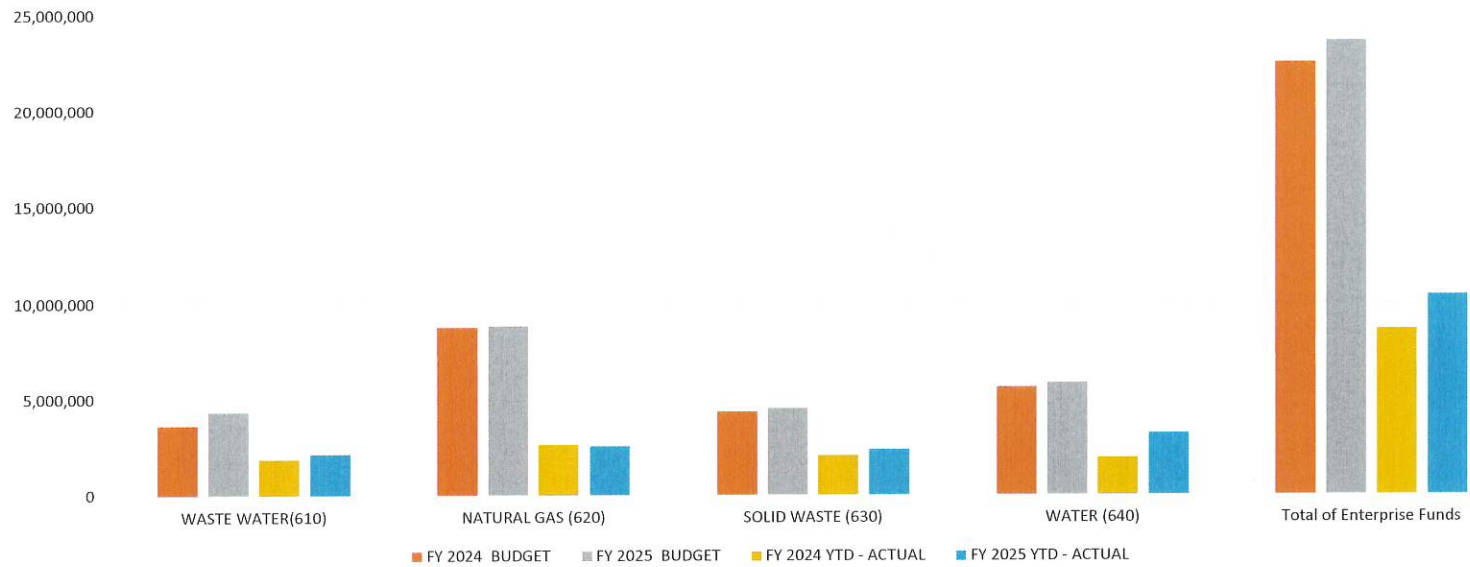
	<u>Total Budget to Actual Comparison</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
WASTE WATER(610)	3,674,338	4,355,689	2,540,819	1,910,322	2,189,167	2,166,522	(258,100) 50%
NATURAL GAS (620)	8,788,237	8,859,405	5,167,986	2,678,777	2,599,492	6,259,913	(393,960) 29%
SOLID WASTE (630)	4,383,168	4,551,589	2,655,094	2,101,001	2,410,023	2,141,566	(254,529) 53%
WATER (640)	5,669,847	5,870,871	3,424,675	1,969,143	3,247,696	2,623,175	(408,188) 55%
<i>Total of Enterprise Funds</i>	<u>22,515,590</u>	<u>23,637,554</u>	<u>13,788,573</u>	<u>8,659,242</u>	<u>10,446,377</u>	<u>13,191,177</u>	<u>(1,314,777) 44%</u>

Deficit to Date (1,314,777)

ENTERPRISE REVENUE



ENTERPRISE EXPENSE



**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025**

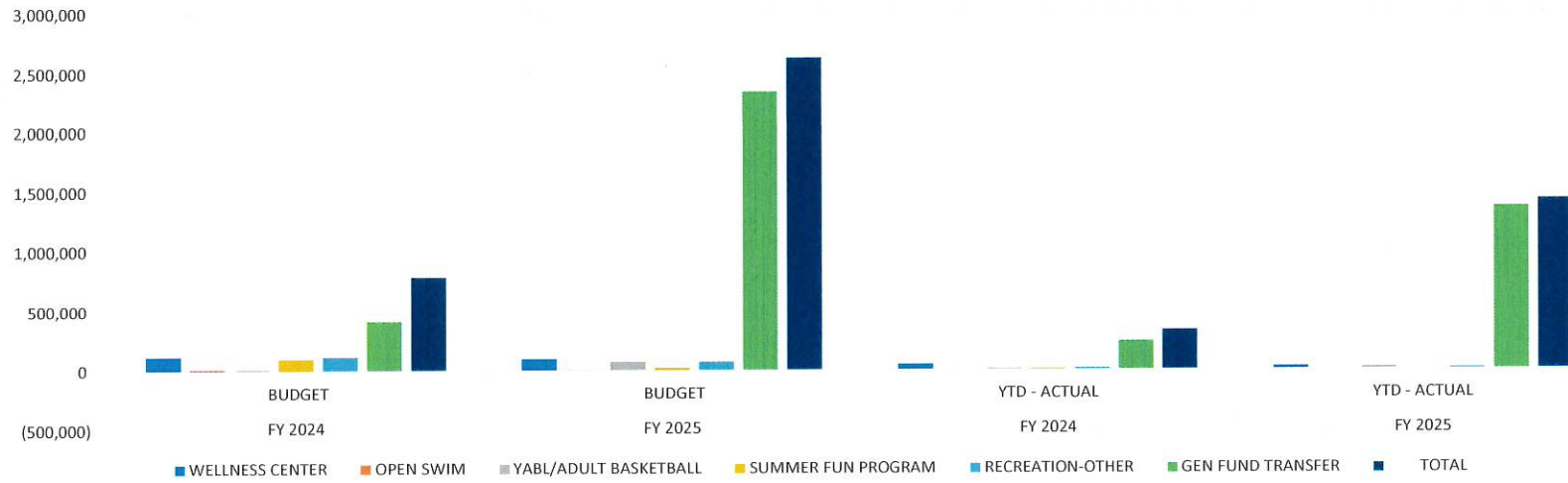
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	120,572	100,000	58,333	48,061	27,774	28%
OPEN SWIM	15,000	10,000	5,833	4,778	58	1%
YABL/ADULT BASKETBALL	15,000	75,000	43,750	12,000	21,169	28%
SUMMER FUN PROGRAM	100,000	25,000	14,583	13,266	(420)	-2%
RECREATION-OTHER	118,500	73,000	42,583	15,108	12,764	17%
GEN FUND TRANSFER	420,686	2,347,617	1,369,443	245,302	1,368,895	58%
TOTAL	789,758	2,630,617	1,534,527	338,515	1,430,240	54%
		283,000				

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025**

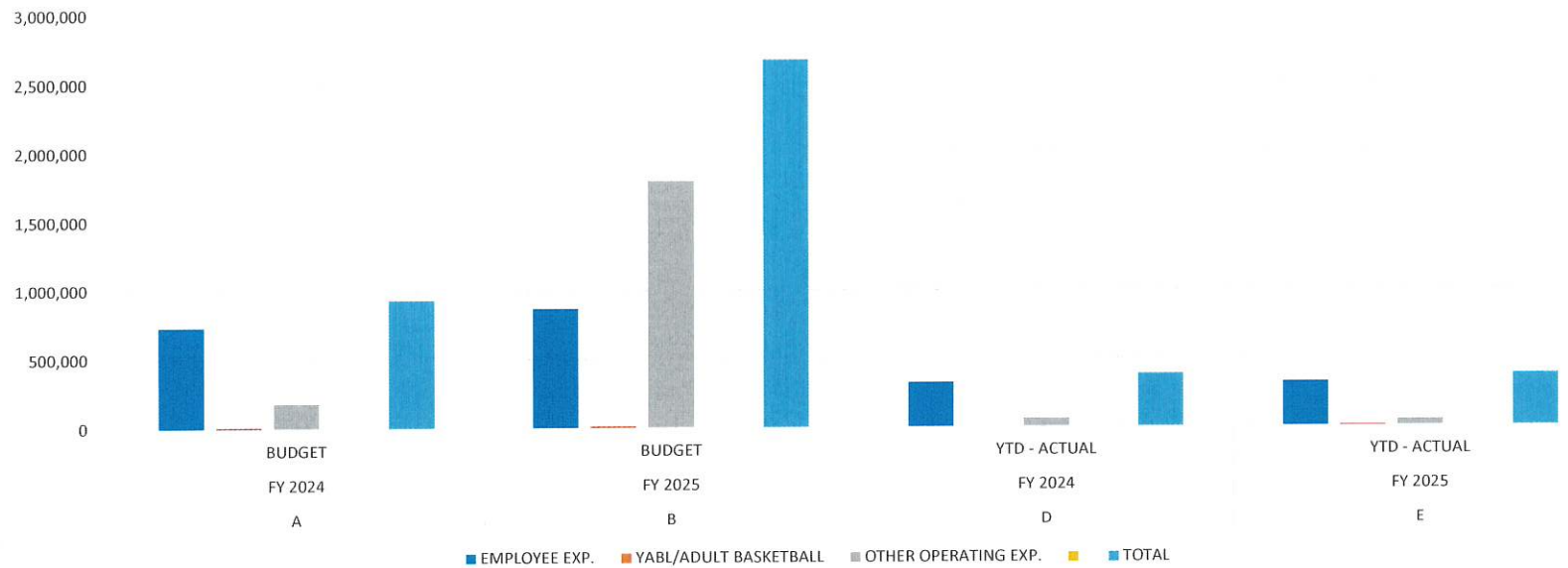
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B)
EMPLOYEE EXP.	734,694	867,536	506,063	324,242	325,196	542,340	37%
YABL/ADULT BASKETBALL	13,000	13,000	7,583	788	8,181	4,819	63%
OTHER OPERATING EXP.	179,850	1,794,850	1,046,996	57,940	47,249	1,747,601	3%
			0				
TOTAL	927,544	2,675,386	1,560,642	382,969	380,626	2,294,760	14%

Surplus to Date 1,049,614

RECREATION CENTER REVENUE



RECREATION CENTER EXPENSE



LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

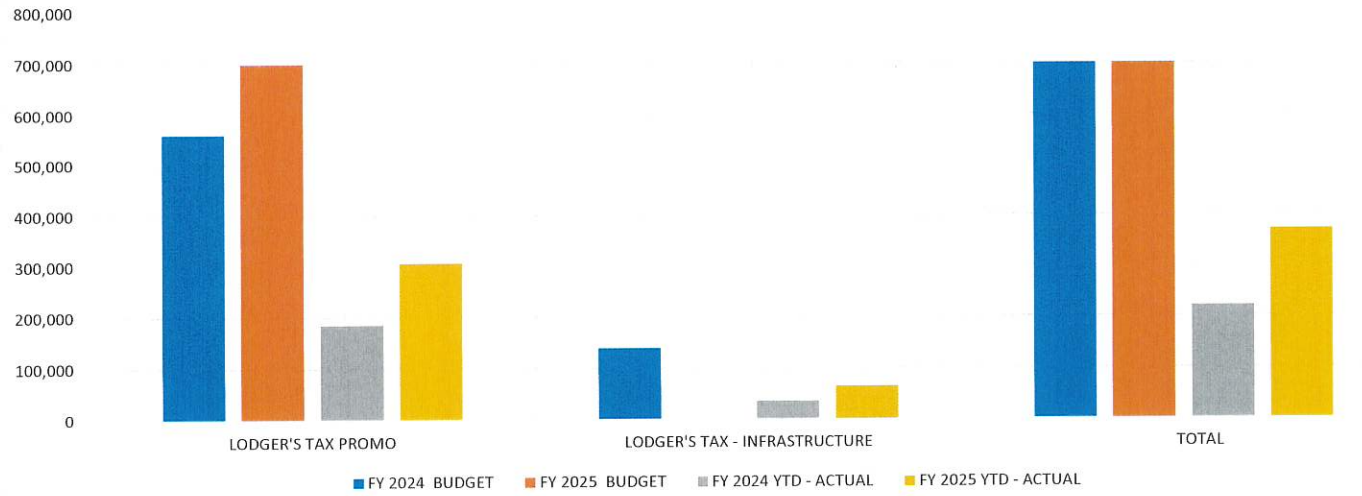
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B)
LODGER'S TAX PROMO	560,000	700,000	408,333	185,219	306,474	% REV 44%
LODGER'S TAX - INFRASTRUCTURE	140,000	0	0	34,752	64,407	#DIV/0!
TOTAL	700,000	700,000	408,333	219,971	370,881	53%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

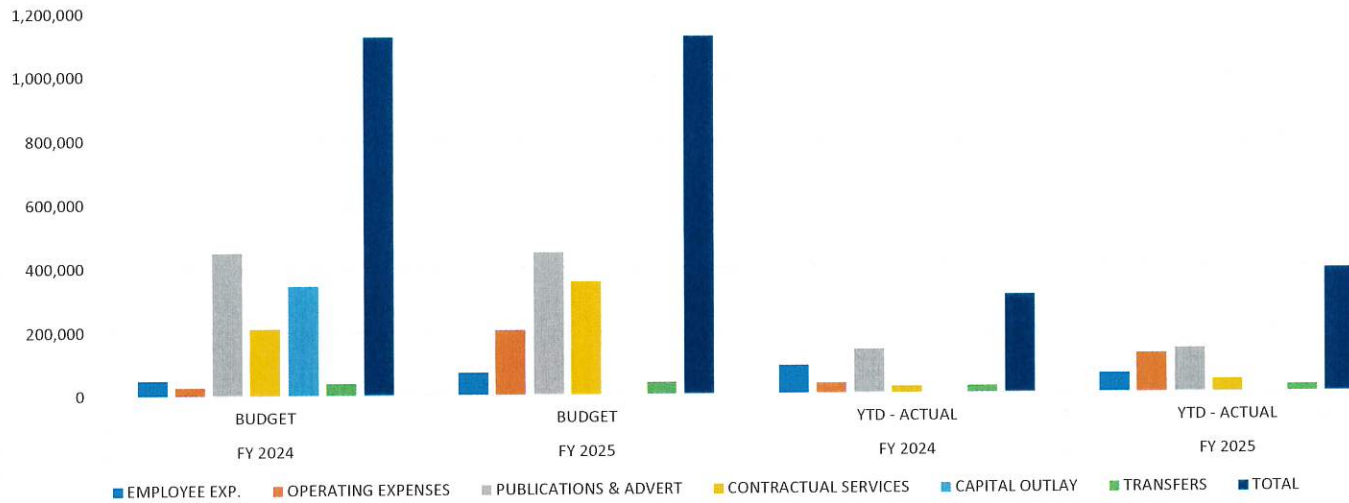
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	50,000	72,381	42,222	91,485	61,221	11,160	0%
OPERATING EXPENSES	27,600	206,558	120,492	33,268	125,160	81,398	61%
PUBLICATIONS & ADVERT	450,000	448,661	261,719	139,348	140,302	308,359	31%
CONTRACTUAL SERVICES	212,400	357,400	208,483	22,500	41,250	316,150	12%
CAPITAL OUTLAY	345,000	0	0	0	0	0	#DIV/0!
TRANSFERS	40,000	40,000	23,333	23,324	23,324	16,676	58%
TOTAL	1,125,000	1,125,000	656,250	309,925	391,257	733,743	35%

Deficit to date (20,377)

LODGER'S TAX REVENUE



LODGER'S TAX EXPENSE



CANNABIS - REVENUE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

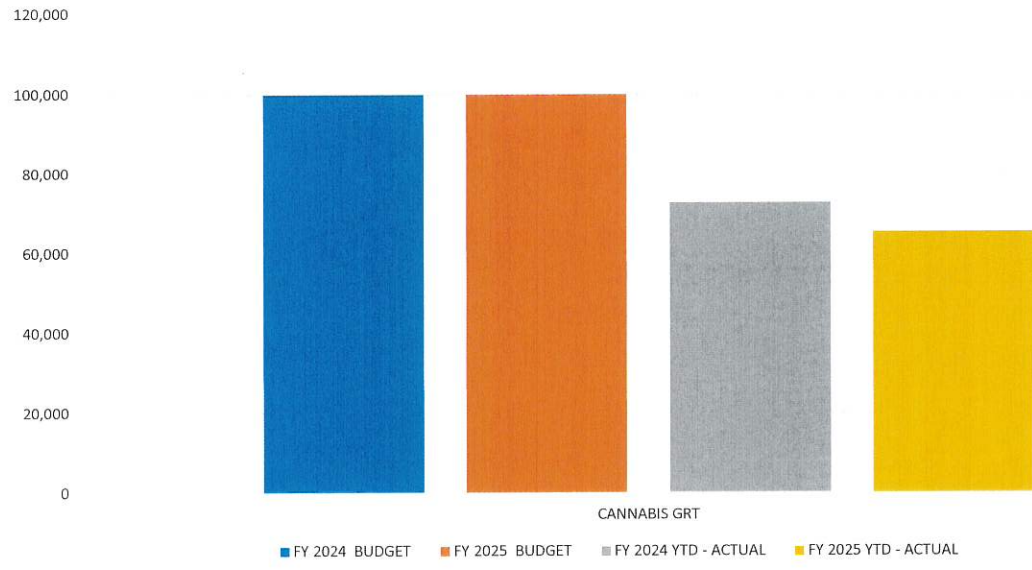
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B)
CANNABIS GRT	100,000	100,000	58,333	72,733	65,484	% REV 65%
CANNABIS - CD	0	0	0	5,450	1,450	#DIV/0!
CANNABIS - PD	0	0	0	300	0	#DIV/0!
TOTAL	100,000	100,000	58,333	72,733	66,934	67%

CANNABIS - EXPENDITURE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

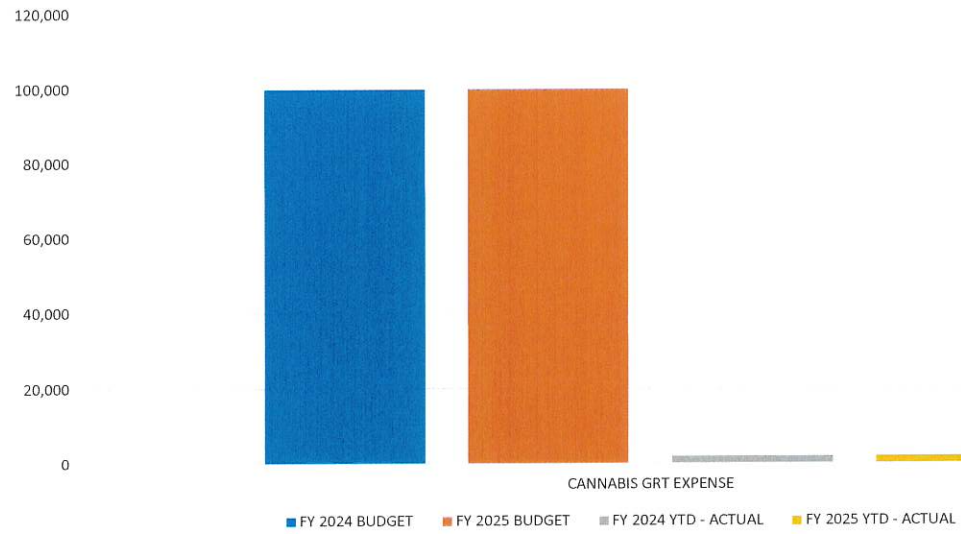
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
CANNABIS GRT EXPENSE	100,000	100,000	58,333	1,880	1,965	98,035	2%
TOTAL	100,000	100,000	58,333	1,880	1,965	98,035	2%

Surplus to Date 64,970

CANNABIS REVENUE



CANNABIS EXPENSE



OPIOID - REVENUE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

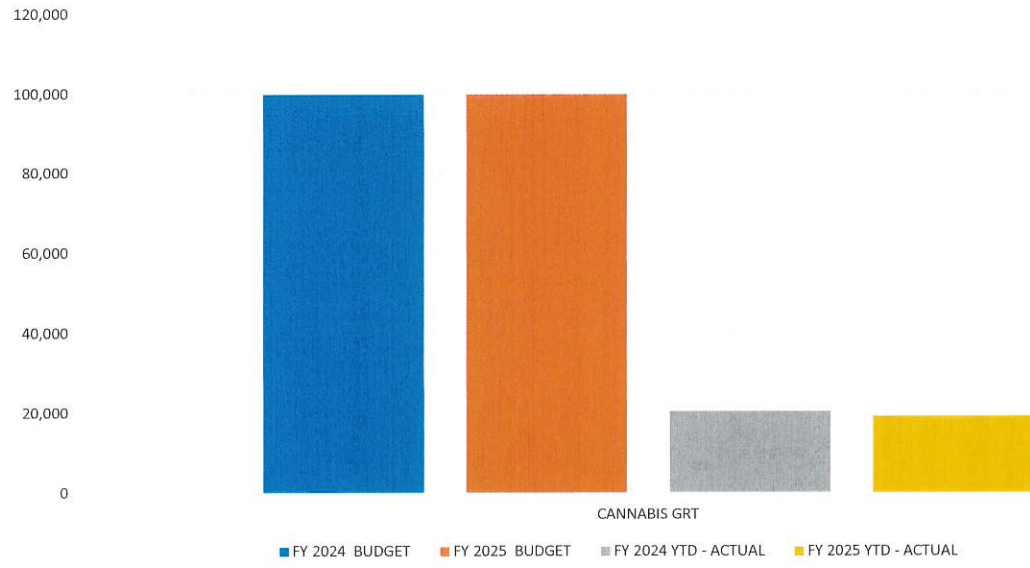
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B)
ABATEMENT OPIOID	1,118,898	200,000	116,667	945,970	76,759	% REV 38%
ABATEMENT OPIOID - PD	0	0	0	0	0	#DIV/0!
ABATEMENT OPIOID - FD	0	0	0	0	0	#DIV/0!
TOTAL	1,118,898	200,000	116,667	945,970	76,759	38%

OPIOID - EXPENDITURE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025

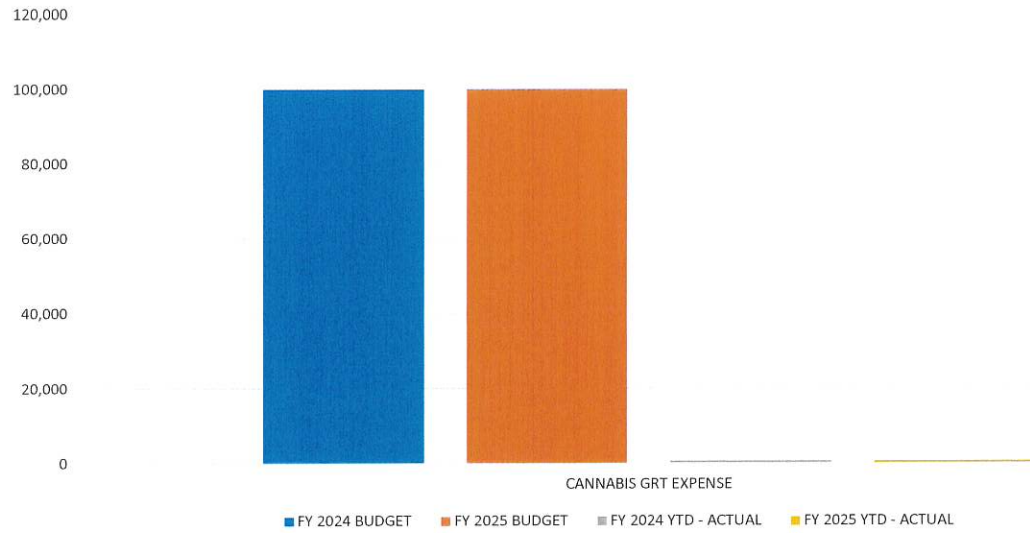
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
ABATEMENT OPIOID - SUPPLIES	1,118,898	200,000	116,667	26,453	7,182	192,818	4%
TOTAL	1,118,898	200,000	116,667	26,453	7,182	192,818	4%

Surplus to Date 69,577

OPIOID REVENUE



OPIOID EXPENSE



**FEMA - REVENUE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025**

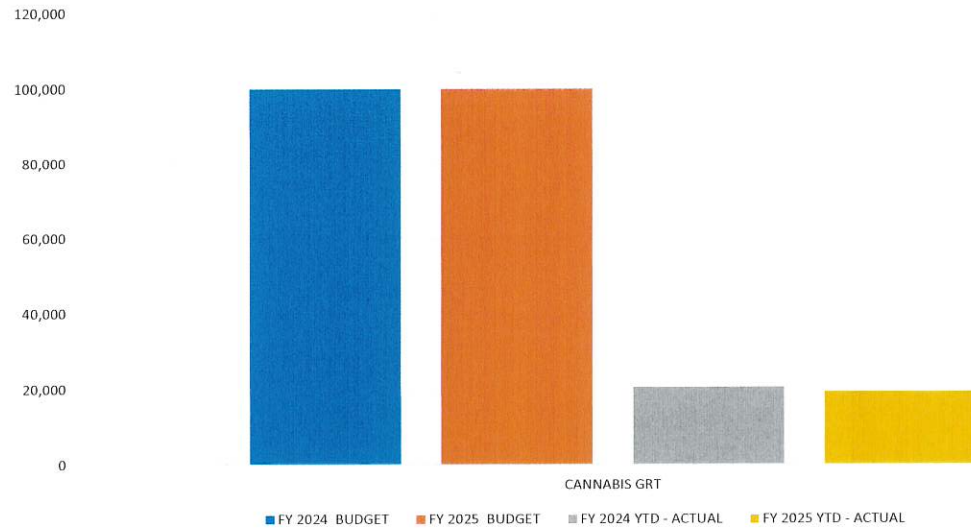
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) % REV
FEMA - DISASTER FUNDING	0	15,000,000	8,750,000	0	5,608,958	37%
FEMA - DHS DISASTER FUNDING		140,000,000	81,666,667		98,000,000	
FEMA - EXECUTIVE ORDER		750,000	437,500		0	
TOTAL	0	155,750,000	90,854,167	0	103,608,958	67%

**FEMA - EXPENDITURE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025**

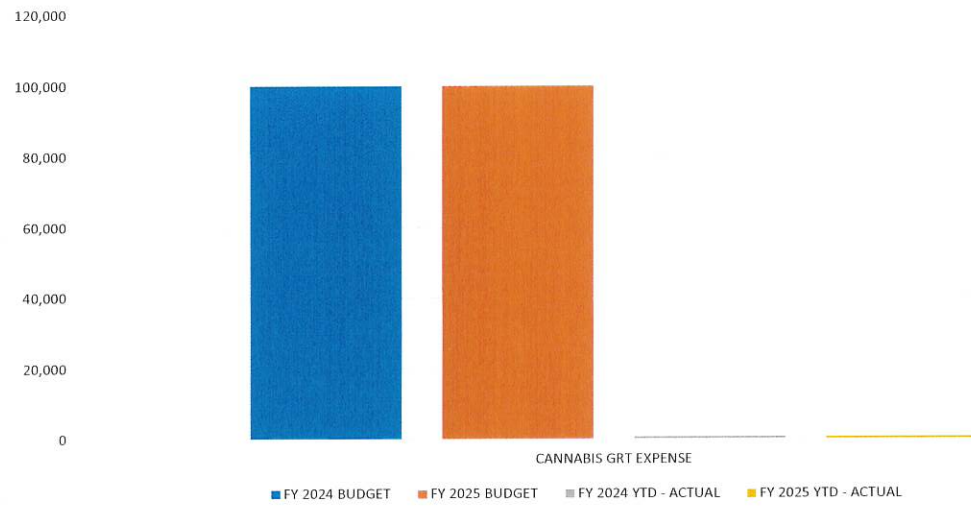
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
FEMA - DISASTER FUNDING	0	15,000,000	8,750,000	0	6,383,944	8,616,056	43%
FEMA - DHS DISASTER FUNDING		139,997,000	81,664,917		2,054,711	137,942,289	
FEMA - EXECUTIVE ORDER		750,000	437,500			750,000	
FEMA - PUBLICATIONS & ADVERTISING		3,000	1,750			3,000	
TOTAL	0	155,750,000	90,854,167	0	8,438,655	8,438,655	5%

Surplus to Date 95,170,303

FEMA REVENUE



FEMA EXPENSE



**GENERAL FUND REVENUE COMPARISON
THRU JANUARY, 2025 - 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2025**

	2/12/2025
Cash	
General Fund Pooled Cash (Southwest Capital)	\$ 26,474,480.75
Enterprise Funds Pooled Cash (Community 1st)	<u>\$ 12,579,338.56</u>
TOTAL	\$ 39,053,819.31
Investments/Equivalents	
Certificates of Deposit	
Southwest Capital Bank	\$ 5,000,000.00
Local Government Investment Pool	<u>\$ 114,839,950.10</u>
TOTAL	\$ 119,839,950.10
TOTAL AVAILABLE CASH / INVESTMENTS	\$ 158,893,769.41
Current Yield	4.33%



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

Meeting Date: February 19, 2025

Date Submitted: 02/04/25

Department: Utilities

Item/Topic: Presentation of the presidential award from the New Mexico Water and Wastewater Association to the City of Las Vegas Water Treatment Facility.

Fiscal Impact: None

Attachments: None

Committee Recommendation: N/A

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

Resolution No. _____
Ordinance No. _____

Contract No. _____
Approved _____

Continued To: _____
Referred To: _____

Denied _____
Other _____



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

Meeting Date: February 19, 2025

Date Submitted: 2/10/25

Department: Executive

Item: Presentation by Bianca Padilla, Youth Services and Delinquency Prevention, Unit Manager with Children, Youth and Families Department (CYFD) giving an overview of the New Mexico Continuums of Care Model.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero

Reviewed By:



Finance Director



City Manager

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

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

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



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

Meeting Date: February 19, 2025

Date Submitted: 02/03/25

Department: Utilities

Item/Topic: Addendum #2 to Contract #3951-23 with Souder Miller & Associates for engineering services for the water distribution system. RFP 2023-05 was awarded on 03/29/23 and Agreement #3951-23 was signed on 03/29/23. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of department line item numbers as needed.

Attachments: Addendum #2, Addendum #1, Contract 3951-23.

Committee Recommendation: This item will be discussed at the February 6, 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

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 #3951-23

RFP# 2023-05

AWARDED ON: 3/29/2023

SOUDER MILLER & ASSOCIATES

This Addendum entered into this _____ Day of _____, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER MILLER ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/29/2023 the City and SOUDER MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER MILLER & ASSOCIATES agreed to provide:

ENGINEERING SERVICES FOR WATER DISTRIBUTION SYSTEM

WHEREAS, the City and SOUDER MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **3/29/2025 thru: 3/28/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3951-23.

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

NOW THEREFORE, the parties agree as follows:

- 1. This Agreement and the prior agreement dated 3/29/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
- 2. That all of the provisions of the 3/29/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER MILLER & ASSOCIATES

REVIEWED AND APPROVED:

 Tim Montgomery Date
 City Manager

 Title Date

ATTEST:

 Casandra Fresquez Date
 City Clerk



February 6, 2025

#GOS7000

Travis Martinez, Utilities Water Director
City of Las Vegas
1335 1st Street
Las Vegas, NM 87701
tmartinez@lasvegasnm.gov
(505) 454-1401 x2006

RE: Updated Rates for 2025 Gallatin Operational Solutions O&M Services

Dear Mr. Martinez:

Gallatin Operational Solutions, LLC (Gallatin), formerly known as SMA Operations, LLC, is pleased to continue offering O&M and Management services for the City of Las Vegas Water Treatment Plant and Wastewater Treatment Plant.

I am attaching our updated 2025 rates for use in the contract amendment. The two rate tables include rates for the staff for both Gallatin and Souder, Miller & Associates staff that work at or assist the facilities.

Please feel free to contact me with any questions.

Sincerely,

GALLATIN OPERATIONAL SOLUTIONS, LLC

Paul Kennedy, PE
Vice President of Operations
paul.kennedy@gallatinoperations.com

Enc: 2025 Gallatin Labor Rate Schedule, 2024 SMA Preferred Rate Schedule

XC: Shawni Muniz, shawnim@lasvegasnm.gov



GALLATIN
 OPERATIONAL SOLUTIONS
 FEE SCHEDULE - EFFECTIVE JANUARY 2025

PERSONNEL

Operations Manager	\$ 105.00	per hour
Certified Operator IV	\$ 90.00	per hour
Non-Certified Operator IV	\$ 80.00	per hour
Certified Operator III	\$ 75.00	per hour
Non-Certified Operator III	\$ 65.00	per hour
Certified Operator II	\$ 60.00	per hour
Non-Certified Operator II	\$ 50.00	per hour
Certified Operator I	\$ 50.00	per hour
Non-Certified Operator I	\$ 45.00	per hour
Certified Lab Tech III	\$ 80.00	per hour
Certified Lab Tech II	\$ 65.00	per hour
Certified Lab Tech I	\$ 55.00	per hour
<u>Support Staff</u>		
Project Financial/Manager Assistant II	\$ 90.00	per hour
Project Financial/Manager Assistant I	\$ 75.00	per hour
Administrative Assistant II	\$ 80.00	per hour
Administrative Assistant I	\$ 60.00	per hour

CALL-OUTS AND STANDBY RATES

Call-out Rates for services outside of regular hours will be determined on a per-project basis and may include a minimum number of hours charged per call.

Standby or "On-call" Rates will be determined on a per-project basis.

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; a complete list of expense rates is available upon request.

OTHER SERVICES

- Telephone/facsimile/postage @ actual cost
- Mileage @ \$0.70 per mile (or current IRS rate)
- Per diem \$220.00 per day (or max per-diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, general subcontractors & drilling services @ cost + 10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.35x on time & materials contracts with prior written acknowledgement of the client for services in excess of 40 hours per week. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

SOUDER, MILLER & ASSOCIATES
PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2025

PROFESSIONAL SERVICES

Professional Staff

Principal	\$250.00 per hour	Staff VIII	\$235.00 per hour
Senior Manager III	\$235.00 per hour	Staff VII	\$205.00 per hour
Senior Manager II	\$220.00 per hour	Staff VI	\$185.00 per hour
Senior Manager I	\$205.00 per hour	Staff V	\$165.00 per hour
Senior III	\$195.00 per hour	Staff IV	\$145.00 per hour
Senior II	\$185.00 per hour	Staff III	\$135.00 per hour
Senior I	\$175.00 per hour	Staff II	\$125.00 per hour
Project III	\$165.00 per hour	Staff I	\$115.00 per hour
Project II	\$155.00 per hour		
Project I	\$145.00 per hour		

Technical Staff

Tech VIII	\$180.00 per hour
Tech VII	\$165.00 per hour
Tech VI	\$150.00 per hour
Tech V	\$135.00 per hour
Tech IV	\$120.00 per hour
Tech III	\$100.00 per hour
Tech II	\$90.00 per hour
Tech I	\$75.00 per hour
Technical Intern II	\$65.00 per hour
Technical Intern I	\$50.00 per hour
Construction Observer IV	\$130.00 per hour
Construction Observer III	\$110.00 per hour
Construction Observer II	\$90.00 per hour
Construction Observer I	\$75.00 per hour

Support Staff

Project Financial/Manager Assistant II	\$100.00 per hour
Project Financial/Manager Assistant I	\$75.00 per hour
Administrative Assistant IV	\$130.00 per hour
Administrative Assistant III	\$110.00 per hour
Administrative Assistant II	\$90.00 per hour
Administrative Assistant I	\$75.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
 Mileage @ \$0.70 per mile (or current IRS rate)
 Per diem \$220.00 per day (or max per-diem rate per USGSA)
 Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

Agreement / Contract
3951-23
City of Las Vegas
Date

ADDENDUM #1
AGREEMENT/CONTRACT #3951-23
RFP# 2023-05
AWARDED ON: 3/29/2023
SOUDER MILLER & ASSOCIATES

This Addendum entered into this **29TH Day of March, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER MILLER ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/29/2023 the City and SOUDER MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER MILLER & ASSOCIATES agreed to provide:

ENGINEERING SERVICES FOR WATER DISTRIBUTION SYSTEM

WHEREAS, the City and SOUDER MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **3/29/2024 thru: 3/28/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3951-23.

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

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 3/29/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 3/29/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER MILLER & ASSOCIATES

REVIEWED AND APPROVED:

DocuSigned by:

 A052D4F4C48E4ED



 Tim Montgomery Date
 Interim City Manager 01/11/2024

Senior Vice President February 12, 2024 | 4:15

 Title Date

ATTEST:



 Casandra Fresquez Date
 City Clerk 01/11/24

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

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Miller Engineers, Inc. d/b/a Souder, Miller & Associates (“Contractor”), a New Mexico corporation, of 5454 Venice Avenue NE, Suite D, Albuquerque, New Mexico 87113, on this 29th day of March, 2023 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

Recitals

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

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

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

1. SCOPE OF SERVICES:

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

The duties of the Offeror shall include the following services:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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, and is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

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

CITY OF LAS VEGAS

Approved By:


Leo J Maestas, City Manager


Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR:


A052D4F4C48E4ED
Signature

March 29, 2023 | 9:42 PM MDT

Printed Name: Tod Phinney

Position: Senior Vice President

“ATTACHMENT “A”

Souder Miller Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2023-05

SOUDER MILLER & ASSOCIATES SERVICES

RATES FOR SERVICE BROKEN DOWN

PREFERRED PROFESSIONAL FEE SCHEDULE - *EFFECTIVE January 2023*

PROFESSIONAL SERVICES

Professional Staff

Principal	\$ 240.00	per hour
Senior Manager III	\$ 225.00	per hour
Senior Manager II	\$ 210.00	per hour
Senior Manager I	\$ 200.00	per hour
Senior Engineer/Scientist/Surveyor III	\$ 190.00	per hour
Senior Engineer/Scientist/Surveyor II	\$ 180.00	per hour
Senior Engineer/Scientist/Surveyor I	\$ 165.00	per hour
Project Engineer/Scientist/Surveyor III	\$ 150.00	per hour
Project Engineer/Scientist/Surveyor II	\$ 140.00	per hour
Project Engineer/Scientist/Surveyor I	\$ 130.00	per hour
Staff EIT/Scientist/LSIT III	\$ 125.00	per hour
Staff EIT/Scientist/LSIT II	\$ 120.00	per hour
Staff EIT/Scientist/LSIT I	\$ 110.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 175.00	per hour
Engineering/Design/Survey/Field Tech VII	\$ 155.00	per hour
Engineering/Design/Survey/Field Tech VI	\$ 135.00	per hour
Engineering/Design/Survey/Field Tech V	\$ 120.00	per hour
Engineering/Design/Survey/Field Tech IV	\$ 105.00	per hour
Engineering/Design/Survey/Field Tech III	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech II	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech I	\$ 70.00	per hour
Technical Intern II	\$ 60.00	per hour
Technical Intern I	\$ 50.00	per hour
Construction Observer IV	\$ 120.00	per hour
Construction Observer III	\$ 100.00	per hour
Construction Observer II	\$ 80.00	per hour
Construction Observer I	\$ 60.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 100.00	per hour
Project Financial/Manager Assistant I	\$ 75.00	per hour
Administrative Assistant IV	\$ 120.00	per hour
Administrative Assistant III	\$ 100.00	per hour
Administrative Assistant II	\$ 80.00	per hour
Administrative Assistant I	\$ 60.00	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
 Mileage @ \$0.655 per mile (or current IRS rate)
 Per diem \$155.00 per day (or max per-diem rate per USGSA)
 Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



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

Meeting Date: February 19, 2025

Date Submitted: 02/03/25

Department: Utilities

Item/Topic: Addendum #1 to Contract #4067-24 with Pavement Sealants & Supply Inc. for building materials and related supplies. RFP 2024-13 was awarded on 03/15/24 and Agreement #4067-24 was signed on 03/15/24. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of department line item numbers as needed.

Attachments: Addendum #1, Contract 4067-24.

Committee Recommendation: This item will be discussed at the February 6, 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

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 #1

AGREEMENT/CONTRACT #4067-24

RFP# 2024-13

AWARDED ON: 3/15/24

PAVEMENT SEALANTS & SUPPLY INC

This Addendum entered into this _____ **Day of** _____, **2025** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **PAVEMENT SEALANTS & SUPPLY INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/15/2024 the City and PAVEMENT SEALANTS & SUPPLY INC entered into an Agreement/Contract pursuant to a call for RFP in which PAVEMENT SEALANTS & SUPPLY INC agreed to provide:

Building Materials& Related Supplies

WHEREAS, the City and PAVEMENT SEALANTS & SUPPLY INC now desire to extend the original Agreement/Contract for an additional year from **3/15/25 thru: 3/14/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4067-24.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation ***Building Materials& Related Supplies***, 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 03/15/2024 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 03/15/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**PAVEMENT SEALANTS & SUPPLY
INC**

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

**CITY OF LAS VEGAS
BUILDING MATERIALS & RELATED SUPPLIES
PRICE AGREEMENT WITH PAVEMENT SEALANTS & SUPPLY, INC.**

This Price 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 Pavement Sealants & Supply, INC. ("Vendor"), of PO Box 9703, Albuquerque, New Mexico, 87119, on this 15th day of March, 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 Vendor to perform those certain services as described in the Scope of Services portion of this Agreement; and whereas, the Vendor 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, Vendor and the City agree as follows:

CITY OF LAS VEGAS PRICE AGREEMENT

Article I – Statement of Work: Under the terms and conditions of this Price Agreement all City of Las Vegas Divisions allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed under "Attachment "A"- Rates for Services. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City of Las Vegas Division Managers, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term: The term of this Price Agreement, for issuance of orders, shall be as indicated. The Vendor shall perform services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year (1 year). The contract, including amendments thereof, may not exceed a total duration of one year (1 year). The contract will begin upon final approval by the City Manager.

Article III – Specifications: Items and/or services furnished hereunder shall conform to the requirements to items listed under "Attachment "A"- Rates for Services. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Orders: Offerors shall be capable of accepting quotes over the counter or via telephone and or email. All orders shall require a purchase order which shall be reference on the order confirmation and invoice. All orders shall be accepted by the contractor between the hours of 8:00 a.m. through 4:30 p.m. EST, Monday through Friday, except legal holidays. All orders processed shall be shipped to the

specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order or remain in contact with division. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

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

Article VI – Amendment: This Price Agreement may be amended by mutual agreement of the City of Las Vegas Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City of Las Vegas Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity: Clause Vendor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendors, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

"Attachment "A" – Price Schedule: Discounted prices as listed in the price "Attachment "A" hereto are firm.

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

1. General: When the Division Manager or his/her designee issues a purchase order in response to the Vendor's bid, a binding contract is created.

2. Minimum Requirements: All goods shall be new current production. Materials such as (but not limited to) electrical, plumbing, building, cleaners and/or lumber shall be of first line industrial quality with high usage expectancy and capacity.

3. Assignment:

A. Neither the order, nor any interest therein, nor any claim there-under, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3B or as expressly authorized in writing by the Division Manager or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

4. Discounts: Payment discounts are mandatory stated in Vendors bids.

5. Inspection: Final inspection and acceptance will be made at the destination by City designee. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

6. WARRANTIES AND GUARANTEES: The Vendor guarantees that the products are new (or remanufactured to new specifications) with every unit delivered, guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the City, including labor and transportation charges within ten business days.

7. Taxes: The unit price shall exclude all state taxes where applicable.

8. Packing, Shipping and Invoicing:

A. The Cities purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments.

B. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

C. Invoices must be submitted to the using agency and NOT the Division Manager or designee.

D. The Vendor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

9. PRODUCT RETURNS, PROBLEM PRODUCTS: Products returned because of quality problems, duplicated shipments, outdated product, etc. will be returned to the offeror within five business days and no restocking charge shall be applied. Product shall be replaced with specified products or the agency account shall be credited.

10. Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Vendor due to any of the above, unless the City shall determine that the supplies or services to be furnished by the Vendor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. NON-EXCLUSIVITY: The City of Las Vegas can purchase product(s) from sources other than the Vendor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are lower in price and/or available under terms which are more economically efficient to the City (e.g. delivery terms, warranty terms, etc.). Such purchases are subject to the State of New Mexico Municipal Law and local laws in regard to competitive bidding requirements.

12. Nondiscrimination: Vendor doing business with the City of Las Vegas must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

14. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

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

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

17. Records and Audit: The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of two (2) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Division, and City Purchasing Division. The Division shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

CITY OF LAS VEGAS

VENDOR:

Approved By:



Timothy Montgomery, City Manager

Approved By:



Signature

Attest:



Cassandra Fresquez, City Clerk

Printed Name: Stephen Dismuke

Position: President

Approved as to legal sufficiency:



Attorney

"ATTACHMENT "A"

PAVEMENT SEALANTS & SUPPLY, INC. COST PROPOSAL

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2024-13

BUILDING MATERIALS & RELATED SUPPLIES

Price Agreement with PAVEMENT SEALANTS & SUPPLY, INC. 5 of 6

RATES FOR SERVICE BROKEN DOWN

BPP/ RFB		Request for Bid									
BPP/ BPP/ COMF		Build Materials & Related Supplies									
LOCATION		1700 North Grand Ave									
BPP NUMBER		AF6 #2024-13									
BPP DATE		17-Jan-24									
		Offerors									
		BID QUANTITIES				Pavement Sealant					
REF NO.	BID ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	BID	BID	BID	BID	BID	BID	BID
1	A	General Hardware	5%	EA							
2	B	Electrical Supplies	5%	EA							
3	C	Heating & Cooling Supplies	5%	EA							
4	D	Lighting	5%	EA							
5	E	Plumbing Supplies	5%	EA							
6	F	Construction Materials	5%	EA	10.00%						
7	G	Hand/ Power Tools	5%	EA							
8	H	Special Ordered Items	5%	EA	10.00%						
9	I	Interior & Exterior Building Materials	5%	EA							
10	J	Lumber	5%	EA							
11	K	Paint & Paint Supplies	5%	EA	10.00%						
TOTAL BASE BID					80.00%	0.00%	0.00%	10.00%	0.00%	0.00%	0.00%



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

***Reviewed:**

Timothy Montgomery, City Manager

03/11/2024

Date

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

Date Submitted: 3/11/2024

Department Submitting: Public Works Department Submitter: Arnold Lopez

Documents to be reviewed: Building Material & Related Supplies Contract with Pavement Sealants

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

ASA J.

Date

03/12/2024

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

2

Finance Director

Date

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

3

Timothy Montgomery, City Manager

03/11/2024

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: February 19, 2025

Date Submitted: 02/03/25

Department: Utilities

Item/Topic: Addendum #1 to Contract #4068-24 with Hay's Plumbing & Heating Inc. for building materials and related supplies. RFP 2024-13 was awarded on 03/15/24 and Agreement #4068-24 was signed on 03/15/24. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of department line item numbers as needed.

Attachments: Addendum #1, Contract 4068-24.

Committee Recommendation: This item will be discussed at the February 6, 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

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 #1

AGREEMENT/CONTRACT #4068-24

RFP# 2024-13

AWARDED ON: 3/15/24

HAY'S PLUMBING & HEATING INC

This Addendum entered into this _____ **Day of** _____, **2025** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HAY'S PLUMBING & HEATING INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/15/2024 the City and HAY'S PLUMBING & HEATING INC entered into an Agreement/Contract pursuant to a call for RFP in which HAY'S PLUMBING & HEATING INC agreed to provide:

Building Materials& Related Supplies

WHEREAS, the City and HAY'S PLUMBING & HEATING INC now desire to extend the original Agreement/Contract for an additional year from **3/15/25 thru: 3/14/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4068-24.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation ***Building Materials& Related Supplies***, 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 03/15/2024 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 03/15/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**HAY'S PLUMBING & HEATING
INC**

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

**CITY OF LAS VEGAS
BUILDING MATERIALS & RELATED SUPPLIES
PRICE AGREEMENT WITH HAYS PLUMBING & HEATING INC**

This Price 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 Hays Plumbing & Heating INC (“Vendor”), of 600 Rail Road Avenue, Las Vegas, New Mexico, 87701, on this 15th day of March, 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 Vendor to perform those certain services as described in the Scope of Services portion of this Agreement; and whereas, the Vendor 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, Vendor and the City agree as follows:

CITY OF LAS VEGAS PRICE AGREEMENT

Article I – Statement of Work: Under the terms and conditions of this Price Agreement all City of Las Vegas Divisions allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed under “Attachment “A”- Rates for Services. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City of Las Vegas Division Managers, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term: The term of this Price Agreement, for issuance of orders, shall be as indicated. The Vendor shall perform services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year (1 year). The contract, including amendments thereof, may not exceed a total duration of one year (1 year). The contract will begin upon final approval by the City Manager.

Article III – Specifications: Items and/or services furnished hereunder shall conform to the requirements to items listed under “Attachment “A”- Rates for Services. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Orders: Offerors shall be capable of accepting quotes over the counter or via telephone and or email. All orders shall require a purchase order which shall be reference on the order confirmation and

invoice. All orders shall be accepted by the contractor between the hours of 8:00 a.m. through 4:30 p.m. EST, Monday through Friday, except legal holidays. All orders processed shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order or remain in contact with division. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

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

Article VI – Amendment: This Price Agreement may be amended by mutual agreement of the City of Las Vegas Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City of Las Vegas Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity: Clause Vendor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendors, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

“Attachment “A” – Price Schedule: Discounted prices as listed in the price “Attachment “A” hereto are firm.

Terms and Conditions
(Unless otherwise specified)

1. General: When the Division Manager or his/her designee issues a purchase order in response to the Vendor's bid, a binding contract is created.

2. Minimum Requirements: All goods shall be new current production. Materials such as (but not limited to) electrical, plumbing, building, cleaners and/or lumber shall be of first line industrial quality with high usage expectancy and capacity.

3. Assignment:

A. Neither the order, nor any interest therein, nor any claim there-under, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3B or as expressly authorized in writing by the Division Manager or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

4. Discounts: Payment discounts are mandatory stated in Vendors bids.

5. Inspection: Final inspection and acceptance will be made at the destination by City designee. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

6. WARRANTIES AND GUARANTEES: The Vendor guarantees that the products are new (or remanufactured to new specifications) with every unit delivered, guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the City, including labor and transportation charges within ten business days.

7. Taxes: The unit price shall exclude all state taxes where applicable.

8. Packing, Shipping and Invoicing:

A. the Cities purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments.

B. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

C. Invoices must be submitted to the using agency and NOT the Division Manager or designee.

D. The Vendor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

9. PRODUCT RETURNS, PROBLEM PRODUCTS: Products returned because of quality problems, duplicated shipments, outdated product, etc. will be returned to the offeror within five business days and no restocking charge shall be applied. Product shall be replaced with specified products or the agency account shall be credited.

10. Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Vendor due to any of the above, unless the City shall determine that the supplies or services to be furnished by the Vendor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. NON-EXCLUSIVITY: The City of Las Vegas can purchase product(s) from sources other than the Vendor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are lower in price and/or available under terms which are more economically efficient to the City (e.g. delivery terms, warranty terms, etc.). Such purchases are subject to the State of New Mexico Municipal Law and local laws in regard to competitive bidding requirements.

12. Nondiscrimination: Vendor doing business with the City of Las Vegas must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

14. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

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

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


17. Records and Audit: The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of two (2) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Division, and City Purchasing Division. The Division shall

have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

CITY OF LAS VEGAS


VENDOR:

Approved By:




Timothy Montgomery, City Manager

Approved By:



Signature

Attest:




Cassandra Fresquez, City Clerk

Printed Name: Randy Hays

Position: Project Manager

Approved as to legal sufficiency:

 3/14/2024

Attorney

“ATTACHMENT “A”

HAYS PLUMBING & HEATING INC COST PROPOSAL

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2024-13

BUILDING MATERIALS & RELATED SUPPLIES

RATES FOR SERVICE BROKEN DOWN

RFP/ RIB	Request for Bid											
RFP/ BID NAME	Build Materials & Related Supplies											
LOCATION	1700 North Grand Ave.											
BID NUMBER	RFB #2024-13											
BID DATE	17-Jan-24											
BID QUANTITIES					Offerors							
					Hays P/ H							
REF NO.	BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	BID	BID	BID	BID	BID	BID	BID	
1	A	General Hardware	5%	EA								
2	B	Electrical Supplies	5%	EA								
3	C	Heating & Cooling Supplies	5%	EA								
4	D	Lighting	5%	EA								
5	E	Plumbing Supplies	5%	EA								
6	F	Construction Materials	5%	EA								
7	G	Hand/ Power Tools	5%	EA								
8	H	Special Ordered Items	5%	EA						5.00%		
9	I	Interior & Exterior Building Materials	5%	EA								
10	J	Lumber	5%	EA								
11	K	Paint & Paint Supplies	5%	EA								
TOTAL BASE BID						0.00%	0.00%	0.00%	10.00%	0.00%	5.00%	0.00%



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

***Reviewed:**

Timothy Montgomery, City Manager

03/14/2024
Date

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

Date Submitted: 3/12/2024

Department Submitting: Public Works Department Submitter: Arnold Lopez

Documents to be reviewed: Building Material & Related Supplies Contract with Hays Plumbing

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 03/14/2024
Date

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

2 _____
Finance Director Date

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

3 Timothy Montgomery, City Manager Date 03/14/2024

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

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



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

Meeting Date: February 19, 2025

Date Submitted: 2/10/25

Department: Public Works

Item Topic: Addendum #1 to contract #4074-24 with BTU Block and Concrete, Building Materials and Related Supplies.

Fiscal Impact: None

Attachments: Contract and Addendum #1


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 Attorney (Approved as to Form)

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

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

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

ADDENDUM #1

AGREEMENT/CONTRACT #4074-24

RFP# 2024-13

AWARDED ON: 3/26/24

BTU BLOCK AND CONCRETE

This Addendum entered into this _____ Day of _____, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **BTU BLOCK AND CONCRETE INC.**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/26/2024 the City and BTU BLOCK AND CONCRETE entered into an Agreement/Contract pursuant to a call for RFP in which BTU BLOCK AND CONCRETE agreed to provide:

Building Materials& Related Supplies

WHEREAS, the City and BTU BLOCK AND CONCRET now desire to extend the original Agreement/Contract for an additional year from **3/26/25 thru: 3/____/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4074-24.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **Building Materials& Related Supplies**, 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 03/26/2024 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 03/26/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

BTU BLOCK AND CONCRETE

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

**CITY OF LAS VEGAS
BUILDING MATERIALS & RELATED SUPPLIES
PRICE AGREEMENT WITH BTU BLOCK & CONCRETE INC.**

This Price 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 BTU Block & Concrete ("Vendor"), of 1500 North Commerce Street PO Box 2747, Las Vegas, New Mexico, 87701, on this 26th day of March, 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 Vendor to perform those certain services as described in the Scope of Services portion of this Agreement; and whereas, the Vendor 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, Vendor and the City agree as follows:

CITY OF LAS VEGAS PRICE AGREEMENT

Article I – Statement of Work: Under the terms and conditions of this Price Agreement all City of Las Vegas Divisions allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed under "Attachment "A"- Rates for Services. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City of Las Vegas Division Managers, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term: The term of this Price Agreement, for issuance of orders, shall be as indicated. The Vendor shall perform services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year (1 year). The contract, including amendments thereof, may not exceed a total duration of one year (1 year). The contract will begin upon final approval by the City Manager.

Article III – Specifications: Items and/or services furnished hereunder shall conform to the requirements to items listed under "Attachment "A"- Rates for Services. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Orders: Offerors shall be capable of accepting quotes over the counter or via telephone and or email. All orders shall require a purchase order which shall be reference on the order confirmation and

invoice. All orders shall be accepted by the contractor between the hours of 8:00 a.m. through 4:30 p.m. EST, Monday through Friday, except legal holidays. All orders processed shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order or remain in contact with division. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

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

Article VI – Amendment: This Price Agreement may be amended by mutual agreement of the City of Las Vegas Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City of Las Vegas Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity: Clause Vendor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendors, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

"Attachment "A" – Price Schedule: Discounted prices as listed in the price "Attachment "A" hereto are firm.

Terms and Conditions
(Unless otherwise specified)

1. General: When the Division Manager or his/her designee issues a purchase order in response to the Vendor's bid, a binding contract is created.

2. Minimum Requirements: All goods shall be new current production. Materials such as (but not limited to) electrical, plumbing, building, cleaners and/or lumber shall be of first line industrial quality with high usage expectancy and capacity.

3. Assignment:

A. Neither the order, nor any interest therein, nor any claim there-under, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3B or as expressly authorized in writing by the Division Manager or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

4. Discounts: Payment discounts are mandatory stated in Vendors bids.

5. Inspection: Final inspection and acceptance will be made at the destination by City designee. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

6. WARRANTIES AND GUARANTEES: The Vendor guarantees that the products are new (or remanufactured to new specifications) with every unit delivered, guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the City, including labor and transportation charges within ten business days.

7. Taxes: The unit price shall exclude all state taxes where applicable.

8. Packing, Shipping and Invoicing:

A. the Cities purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments.

B. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

C. Invoices must be submitted to the using agency and NOT the Division Manager or designee.

D. The Vendor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

9. PRODUCT RETURNS, PROBLEM PRODUCTS: Products returned because of quality problems, duplicated shipments, outdated product, etc. will be returned to the offeror within five business days and no restocking charge shall be applied. Product shall be replaced with specified products or the agency account shall be credited.

10. Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Vendor due to any of the above, unless the City shall determine that the supplies or services to be furnished by the Vendor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. NON-EXCLUSIVITY: The City of Las Vegas can purchase product(s) from sources other than the Vendor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are lower in price and/or available under terms which are more economically efficient to the City (e.g. delivery terms, warranty terms, etc.). Such purchases are subject to the State of New Mexico Municipal Law and local laws in regard to competitive bidding requirements.

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

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

17. Records and Audit: The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of two (2) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Division, and City Purchasing Division. The Division shall

have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

CITY OF LAS VEGAS

VENDOR:

Approved By:



Timothy Montgomery, City Manager

Attest:



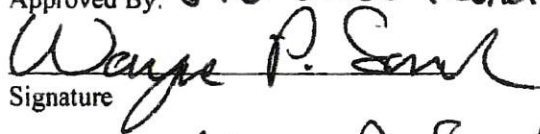
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Attorney

Approved By: BTU Block & Concrete, Inc.



Signature

Printed Name: Wayne P. Souder

Position: Treasurer

"ATTACHMENT "A"

BTU BLOCK & CONCRETE INC. COST PROPOSAL

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2024-13

BUILDING MATERIALS & RELATED SUPPLIES

RATES FOR SERVICE BROKEN DOWN

ITEM NO.		Request for Bid									
RFP/BID NO.		Build Materials & Related Supplies									
LOCATION		1700 North Grand Ave									
RFP NUMBER		RFB #2024-13									
BID DATE		17-Jan-24		Offerors							
BID QUANTITIES				BTU Concrete							
REF NO	BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	BID	BID	BID	BID	BID	BID	BID
1	A	General Hardware	5%	EA							
2	B	Electrical Supplies	5%	EA							
3	C	Heating & Cooling Supplies	5%	EA							
4	D	Lighting	5%	EA							
5	E	Plumbing Supplies	5%	EA							
6	F	Construction Materials	5%	EA							
7	G	Hand/ Power Tools	5%	EA							
8	H	Special Ordered Items	5%	EA			5.00%				
9	I	Interior & Exterior Building Materials	5%	EA							
10	J	Lumber	5%	EA							
11	K	Paint & Paint Supplies	5%	EA							
TOTAL BASE BID					0.00%	0.00%	5.00%	10.00%	0.00%	0.00%	0.00%



Approval Form

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

*Reviewed:

Timothy Montgomery, City Manager

03/19/2024
Date

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

Date Submitted: 3/19/2024

Department Submitting: Public Works Department Submitter: Arnold Lopez

Documents to be reviewed: Building Material & Related Supplies Contract with ~~Wm~~ BTU Concrete

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: _____

Attorney Review _____ 03/20/2024
Date

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

Finance Director _____ Date _____

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

03/26/2024
Timothy Montgomery, 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: February 19, 2025

Date Submitted: February 6, 2025

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. Travis Regensberg has petitioned the City Of Las Vegas to rezone the property at 11 Bibb Drive from a R-A (Residential Agricultural Zone) to a C-3 (General Commercial Zone).

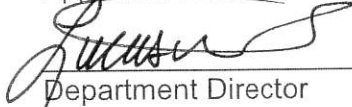
Fiscal Impact: None

Attachments: Backup Information/Attached Packet

Committee Recommendation: On January 27, 2025 the Planning & Zoning/Board of Adjustmens heard this case and recommended approval of the zone change.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 25-02**

AN ORDINANCE GRANTING AN AMENDMENT TO THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-A (RESIDENTIAL AGRICULTURAL ZONE) TO A C-3(GENERAL COMMERCIAL ZONE) FOR PROPERTY LOCATED AT 11 BIBB DRIVE, LAS VEGAS, NEW MEXICO 87701 AS REQUESTED BY TRAVIS REGENSBURG (OWNER).

WHEREAS, Mr. Regensberg (“Owner”) oversees certain real property located at 11 Bibb Drive, Las Vegas, New Mexico 87701, described as:

Subdivision: S: 34 T: 16 R: 16

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 January 27, 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 R-A (Residential Agricultural Zone) to C-3 (General Commercial Zone) ; and

WHEREAS, on January 27, 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 R-A to C-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



City of Las Vegas

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

Mayor David Romero

AGENDA

CITY OF LAS VEGAS

BOARD OF ADJUSTMENT / PLANNING & ZONING COMMISSION

Regular Meeting & Public Hearing

Monday, January 27, 2025 @ 4:00pm

1700 N. Grand Avenue, City Council Chambers, Las Vegas, NM 87701

Boards of Adjustment/Planning & Zoning Meetings are available via YouTube

https://www.youtube.com/channel/UCNGDVGRRAL0qVlevel5JYeRw?view_as=subscriber

- I. PLEDGE OF ALLEGIANCE
- II. CALL TO ORDER
- III. ROLL CALL
- IV. ELECTION OF OFFICERS
 - A. Chair
 - B. Vice Chair
- V. APPROVAL OF AGENDA
- VI. APPROVAL OF MINUTES
 - Special meeting/hearing minutes from January 13, 2025
- VII. PUBLIC COMMENTS (limit 3 minutes and must be topic on current Agenda)
- VIII. PUBLIC HEARINGS
 - A. Conduct a public hearing regarding an application by Travis Regensberg for a Zone Change from R-A to C-2 at property known as 11 Bibb Drive.
 - B. Conduct a public hearing regarding an application by James Frakes/USLiberty Corp for a Variance in a change of setback requirements for development of a property known as 1402 10th Street.
- IX. OTHER BUSINESS
- X. ADJOURNMENT

ATTENTION PERSONS ATTENDING FOR PUBLIC INPUT: 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.

NOTICE OF PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate at this meeting, please call the Zoning Department at (505) 454-1401, Ext. 1608 four days prior to the meeting date.

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

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

Applicant/ Petitioner.....Travis Regensberg
 Owner..... Travis Regensberg
 Location.....11 Bibb Drive NM, 87701
 Hearing Date.....January 27, 2025 at 4:00 PM

ACTION REQUESTED

Mr. Regensberg had submitted his Zone Change Application in request to go from an R-A (Residential Agricultural Zone) to a C-3 (General Commercial Zone) .

BACKGROUND

Mr. Regensberg is wanting this property to become commercial zoning because a commercial business has shown great interest in that part of the land.

EXHIBITS

Exhibit
No.

Description, Document name, and number of pages

1	Zone Change Application, 4 pages
2	Letter To Applicant, 1 page
3	County Assessor Map Ariel, 1 page
4	Overhead Ariel, 1 page
5	Warranty Deed , 1 page
6	Letter Of Intent, 1page
7	Notice Of Meeting 100 Foot Letters List, 1 Page
8	Publication Of Meeting, 1 Page



**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 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): Travis Regensberg

Address of applicant: 201 Olivia Rd Las Vegas nm 87201

Property interest of applicant(s): 11 Bib dr Las Vegas nm 8701 (Owner)
Owner, under contract, purchaser, etc.

Home phone #: _____ work #: _____ cell# 505-429-0455

Address of property to be rezoned: 11 Bib Las Vegas nm 87201
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? Residential Agricultural R-A
Commercial, residential, agricultural

Why do you want to rezone your property? Temitive location for a Dollar General store and its location is best suited for commercial use

[Signature]
Signature of applicant

Date 12-3-2024

Signature of owner
(If different from applicant)

Date _____

This area to be filled in by staff

1. DB _____ page _____ of recorded deed

2. Present zone classification? R-A (Residential Agricultural)

3. What will the zone classification be after the zone change?
C-3 (General commercial zone)

Date fee was paid? 1-24-25 receipt # _____

Amount paid? \$300.00

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

Mayor David Romero

February 5, 2025

Travis Regensberg
201 Olivia Road
Las Vegas NM, 87701

Dear Mr. Regensberg

This is to formally give you notice that the Planning & Zoning/Board Of Adjustments at a public hearing held on January 27, 2025 recommended approval of your application for a zone change at 11 Bibb Drive Las Vegas NM, 87701.

The City Council will consider the Boards recommendation at their regular meeting to be held on Wednesday, February 19, 2025 at 5:30pm in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, NM 87701 Staff will initially present the item to the Council. At the end of the staff presentation, the Mayor will open the hearing. In all cases dealing with the property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

It is required that you or a representative be present at the hearing to answer any questions that the Mayor and Council may have about your application. Failure to be present 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

Exhibit
2



City of Las Vegas

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

Mayor David Romero

January 21 2025

Travis Regensberg
201 Olivia Road
Las Vegas NM 87701

Dear Mr. Regensberg

This is to give you formal notice that the City of Las Vegas Planning & Zoning/Board Of Adjustments will hold a regular Scheduled meeting on January 27,2025 at 4:00 pm at the City Of Las Vegas Chambers at 1700 North Grand Avenue. The purpose of this is for a request of a Zone Change Application that may be approved/disapproved on the premises 11 Bibb Drive 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 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

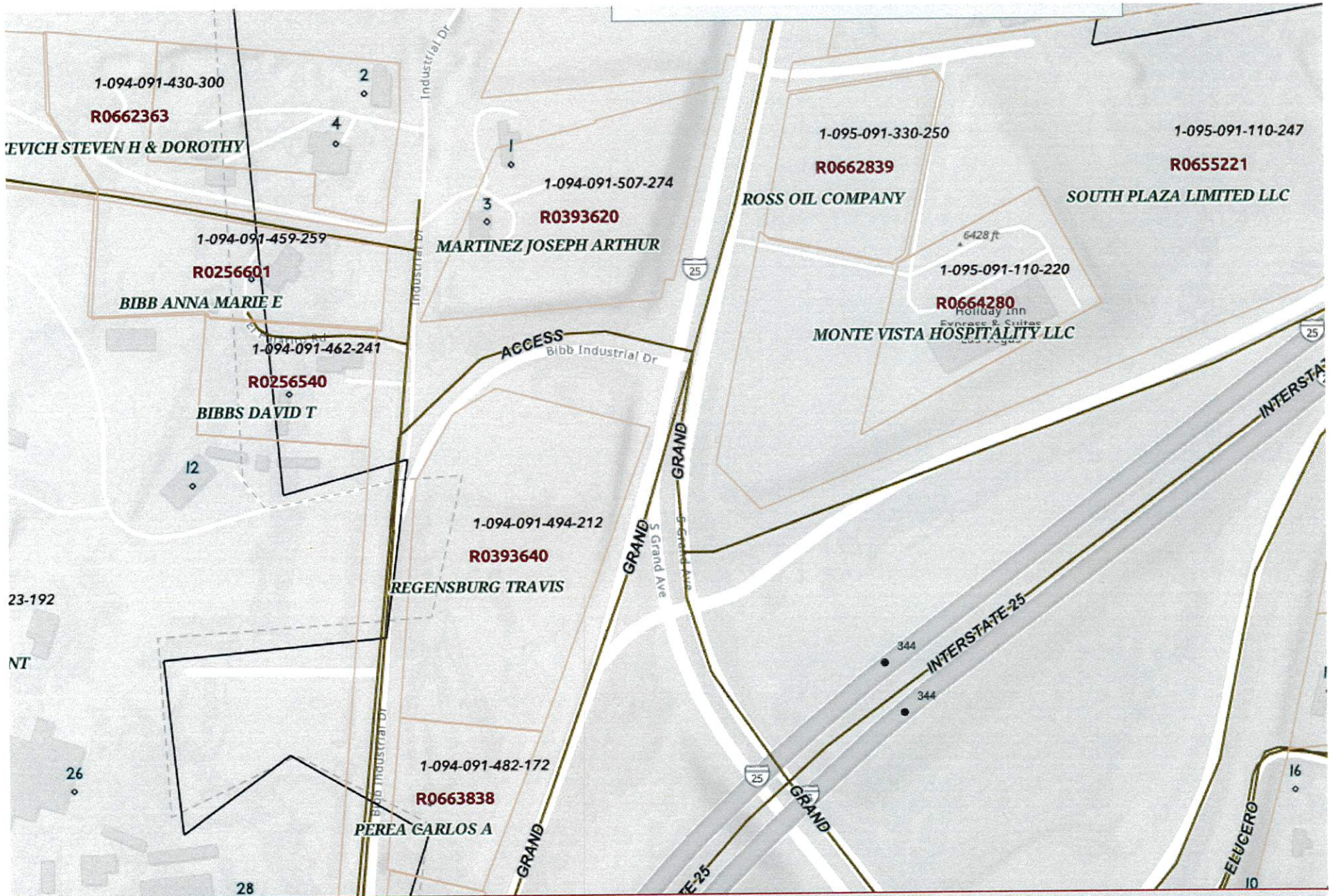
Planning and Zoning Coordinator

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



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 to be used as a legal document.

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 IT department 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

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Mexico Department
Transportation



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WARRANTY DEED

Debbie Mae ^{Mascaranas} Mascaranas (a single woman)

Corrected by Bonnie Pacheco for consideration paid, grant One and other dollars

to Travis Regensberg (a single man)

whose address is 201 Olivia Road, Las Vegas N.M. 87701

the following described real estate in San Miguel County, New Mexico.

A tract of land located north of Las Vegas in the Las Vegas Grant, San Miguel County, New Mexico and along the N by NW of U.S. Highway No. 66, and being more particularly described as follows:

Beginning at the SWN and SE "Las Vegas" Subdivision Plat, being S 70 degrees 34'31" W 422.00 feet to the true point of beginning of this tract being Highway NW/4 section 4 + 12.00 located on the NW by SW line of said U. S. Highway No. 66. Thence along said NW by SW line following corner N 90 degrees 00'00" W 226.17 feet to Highway NW/4 section 4 + 12.11. Thence S 24 degrees 26'00" W 442.00 feet to a fence post. Thence bearing said NW by SW line and following along the SW boundary line of said tract N 87 degrees 17'23" W 142.00 feet to a fence post located on the SW by NW line of a driveway road. Thence following along said SW by NW line S 25 degrees 31'20" E 422.00 feet to Highway NW/4 section 4 + 12.14. Thence N 41 degrees 00'00" E 141.00 feet to Highway NW/4 section 4 + 12.13 located at the intersection of said SW by NW and the SW by NW line of another driveway road. Thence along said SW by NW line S 28 degrees 41'23" E 126.00 feet to the true point of beginning of this tract, comprising 1.32 acres, more or less.

Reference Instrument # 201600553
Recorded 02/22/2016 @ 02:18:49Pm

with warranty covenants.

Witness hand and seal this 18th day of February 2020

Debbie Mae Mascaranas (Seal) (Seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)
) ss.
COUNTY OF San Miguel

This instrument was acknowledged before me on Feb 18, 2020
by Debbie Mae Mascaranas

My commission expires Jan 16 2022
(Seal) Bonnie Pacheco
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 1-16-22

ACKNOWLEDGEMENT FOR CORPORATION

FOR RECORDER'S USE ONLY

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____

County of San Miguel
State of New Mexico

This instrument was acknowledged before me on _____, 20__

I Hereby Certify that this instrument was duly
for record 02/12/2020 10:20 AM and was
duly recorded as Instrument # 201600553 in the
Records of San Miguel County, New Mexico.

Witness My Hand and Seal
Geraldine E. Gutierrez
Deputy
County Clerk

all
co

EXHIBIT
6



Charles Ortiz <cortiz@lasvegasnm.gov>

Zone change letter.

1 message

Travis Regensberg <mrtsconstructio@yahoo.com>

Thu, Jan 23, 2025 at 4:18 PM

To: Charles Ortiz <cortiz@lasvegasnm.gov>

The purpose I am requesting a zone change at **11 Bibb Dr** is for the purpose of developing that property as a commercial property whereas the the Dollar General stores have shown interest in that partial of land.

Sent from Yahoo Mail for iPhone

EXHIBIT
7

100 Foot Letters Sent out

1. Carlos A Perea/ 826 5th Street Las Vegas NM, 87701
2. Highway Department/ 28 Bd Industrial Drive Las Vegas Nm, 87701
3. David Bibbs/ P.O. BOX 2642 Las Vegas NM, 87701
4. Joseph Arthur Martinez/ 703 South Grand Avenue Las Vegas NM,
87701

Community Development Department

**NOTICE OF A REGULAR BOARD OF ADJUSTMENT AND PLANNING
AND ZONING MEETING**

Notice is hereby given that the Board of Adjustment and Planning and Zoning Commission of the City of Las Vegas, NM, will hold a Regular Meeting including a Public Hearing on Monday, January 27, 2025 starting at 4:00 p.m. at the City Hall Council Chambers, 1700 N. Grand Ave., Las Vegas, NM 87701. Items to be discussed and considered: Approval of minutes for Regular Meeting held on January 13, 2025; Conduct a public hearing regarding an application by Travis Regensberg for a Zone Change from R-A to C-2 at property known as 11 Bibb Drive. Conduct a public hearing regarding an application by James Frakes/USLiberty Corp for a Variance in a change of setback requirements for development of a property known as 1402 10th Street.

A copy of the agenda may be obtained from the Community Development Department at 1700 N. Grand Ave. during regular business hours or on the City Website: www.lasvegasnm.gov. The Meeting is open to the public.

City of Las Vegas
/s/Cassandra Fresquez
City Clerk

Available on City Website: www.lasvegasnm.gov:
Las Vegas Optic, KFUN-KLVF Radio and KNMX-KMDZ-KBQL Radio for
PSA- Via Email



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

Meeting Date: FEBRUARY 19, 2025

Date Submitted: 2/3//2025

Department: Community Development

Item/Topic: Request to amend Contract 4149-24

An Amendment to extend the timeframe for Lodgers' Tax funding project completion. Requesting to extend the completion date from February 15, 2025 to June 30, 2025 or project completion, whichever comes first.

Fiscal Impact: NONE

Attachments: Lodgers' Tax Street Furniture funding Amendment # 1 and the original contract between the City of Las Vegas and MainStreet de Las Vegas.

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 _____

Contract No. 4149-24

**CONTRACT BETWEEN CITY OF LAS VEGAS, NEW MEXICO AND
MAINSTREET DE LAS VEGAS**

**LODGERS' TAX STREET FURNITURE FUNDING
AMENDMENT # 1**

This Amendment is made and entered in this the _____ day of February, 2025, by and between MainStreet de Las Vegas, hereinafter referred to as "Contractor", and the City of Las Vegas, hereinafter referred to as "City".

This Amendment extends the Lodgers' Tax funding project completion date from February 15, 2025, to June 30, 2025 or project completion, whichever comes first.

All other terms of the original contract remain in full force and effect.

CITY OF LAS VEGAS:

MainStreet de Las Vegas:

Timothy Montgomery, City Manager

Makahla Harapat, Executive Director

ATTEST:

Casandra Fresquez, City Clerk

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND MAINSTREET DE LAS VEGAS

This Contract is entered into this 31st day of October, 2024, between the City of Las Vegas, New Mexico, a New Mexico home-rule municipality ("City") and MainStreet de Las Vegas, a New Mexico nonprofit corporation ("Contractor").

RECITALS

WHEREAS, the City has agreed to assist the Contractor with funds for infrastructure assistance for the purchase of street furniture (benches and trash cans) to be placed in the Historic Railroad District, Douglas Avenue/Sixth Historic District and Bridge Street/Plaza Park District; and

WHEREAS, the City commits financial support for the Contractor through February 15, 2025, or project completion, whichever comes first, in an amount during Term not to exceed Twenty Eight Thousand Four Hundred Sixty One and 90/100 dollars (\$28,461.90) to be paid to the Contractor under the terms and conditions of this Contract; and

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 Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

The City will pay on invoices up to the amount of Twenty-Eight Thousand Four Hundred Sixty One and 90/100 dollars (\$28,461.90) presented under this Contract where work (described under Section A, Scope of Work) has been completed and services have been provided to the City according to the schedule indicated. To be paid for any invoice, the Contractor must be current in reporting requirements.

The requirements are as follows:

- A. SCOPE OF WORK: Apply and receive approval from the City of Las Vegas Design & Review Board, purchase 10 benches (Lamplighter L-26) and 4 Trash receptacles (Midtown MT3-32") to provide additional welcoming spots for visitors to relax, these pieces shall be consistent with the existing benches and trash receptacles. The intent is to increase visitor stays.

The City having unrestricted access to all other portions of the application, and data resulting from the application, upon the City's request.

- B. DELIVERABLES: Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contract or outlined in the

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Contractors
Initials

Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

C. PAYMENT: Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (I) Contractor name and address, (II) a description of the work performed or services acquired, (III) the amount of payment requested, and (IV) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, and made a part of this document. The Contractor shall submit reports and original invoices to the City's Community Development with a copy to the City Manager's office.

D. INSURANCE: Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured. The endorsement shall include the relevant portions of the Contractor's insurance policy that shows the City as an additional insured.

E. HOLD HARMLESS: Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 41-4-1 to 41-4-29, as amended, against and from any and all claims losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or errors or omissions to act occurring during the term of this Contract.

F. DISCLOSURE TO THE CITY: Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this Contract. In addition, at such times and in such form as the City Council may require, the Contractor shall furnish the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract and the Contractor will permit the City to audit, examine and make excerpts of transcripts from such records and make audit of all data relating to all matters covered by this Contract subject to the limitations set out above.

G. NO FINANCIAL INTEREST: No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract and the Contractor shall take appropriate steps to ensure compliance.

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Initials

H. POLITICAL ACTIVITY: None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for state, federal or local office.

I. ASSIGNMENT: Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims of money due, or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

J. SUBJECT TO LAWS: Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

K. NO FURTHER LIABILITY: The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

L. JURISDICTION: It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

M. TERMINATION: The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such an event, all finished or unfinished documents, data, studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without cause, terminate this Contract upon thirty (30) days written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

N. ENTIRE AGREEMENT: This Contract constitutes the entire Contract between the parties hereto; any prior contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

O. AMENDMENT: This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

P. AUTHORITY TO BIND THE CITY: Contractor shall not have the authority to enter into any Contract binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

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Q. NOTICES: Any notices required to be given under this contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

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

S. APPEAL: The City Manager shall have the final say as to the meaning of this Contract, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

CITY OF LAS VEGAS:

MainStreet de Las Vegas



Timothy Montgomery, City Manager

Signed by:


Makahla Harapat, Executive Director


October 31, 2024 | 10:17 AM MDT

ATTEST:



Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO
LEGAL SUFFICIENCY ONLY:**



City Attorney

Initial


**Contractors
Initials**



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

Meeting Date: February 19, 2025

Date Submitted: 1/30/25

Department: Public Works

Item Topic: request approval of resolution No.25-06 to apply for and accept a grant for additional funding through the New Mexico Department of Transportation Aviation Division for the completion of the Airfield lighting and Signage Project in the amount of \$29,199.37 inclusive of gross receipts tax. Molzen/Corbin & Associates will be absorbing the cost of the City's matching funds due to the engineer miss print on the size of signage. NMDOT Aviation Division share being \$27,739.40 or (95%) and Molzen/Corbin share being \$1,459.97 or (5%).

Fiscal Impact: Required to budget the full amount until a reimbursement can be acquired.

Attachments: Resolution 25-06 and the Engineers cost estimate.

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, NEW MEXICO
Resolution No. 25-06

A RESOLUTION TO APPLY FOR AND ACCEPT A GRANT OFFER ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION AVIATION DIVISION (NMDOT) FOR THE CITY OF LAS VEGAS MUNICIPAL AIRPORT.

WHEREAS, the City of Las Vegas Municipal Airport ("City") will apply for a NMDOT Aviation Division Grant for additional funding to complete the Airfield Signage & Lighting Rehab Project; and

WHEREAS, the total cost of the Grant is \$29,199.37, with the NMDOT share being \$27,739.40 (95%) and City's share being \$1,459.97 (5%) of the Grant offer; and

WHEREAS, the City shall put all costs, which exceed the total amount of \$29,199.37; and

WHEREAS, WHEREAS, the Grants will be used directly for the rehab of airfield signage & lighting upon the FAA issuance of a Grant offer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby does accept the grant offer if awarded by the NMDOT Aviation Division.

PASSED, APPROVED AND ADOPTED this _____ day of February 2025.

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Las Vegas Airfield Lighting Upgrade
 Ph II
 Project Budget and Change Order Estimate
 Prepared by Molzen Corbin

					Electric Horseman, Inc.	
ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	ESTIM.	UNIT PRICE	AMOUNT
1	SSP	Construction Traffic Control and Barricading, Complete	1	LS	\$ 18,000.00	\$ 18,000.00
2	L-110	PVC Electrical Conduit, Installed In Trench, CIP	150	LF	\$ 12.23	\$ 1,835.00
3	L-110	Trench/Backfill/Compaction for Electrical Cable or Duct, Complete	150	LF	\$ 22.67	\$ 3,400.00
4	L-108	5kV, #8, 1/C, L-824 Cable in Trench or Duct, CIP	300	LF	\$ 8.37	\$ 2,510.00
5	L-108	#6 AWG Bare Copper Stranded Counterpoise or Equipment Ground, in Trench or Duct, incl Ground Rods, CIP	150	LF	\$ 9.72	\$ 1,458.00
6	FAA	L-858 LED Guidance Sign, Size 2, Style 3, 1 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	4	EA	\$ 2,554.89	\$ 10,219.56
7	FAA	L-858 LED Guidance Sign, Size 2, Style 3, 2 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	18	EA	\$ 2,771.57	\$ 49,888.29
8	FAA	L-858 LED Guidance Sign, Size 2, Style 3, 3 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	2	EA	\$ 3,501.05	\$ 7,002.10
9	FAA	L-858 LED Guidance Sign, Size 2, Style 3, 4 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	3	EA	\$ 4,242.27	\$ 12,726.81
10	Dwg	L-858 LED Guidance Sign, Size 2, Style 3, 5 Module on New Concrete Pad, incl Can, XFMR, Connections, Connections, CIP	1	EA	\$ 7,348.40	\$ 7,348.40
11	L-115	Pull Boxes (L-867), CIP	2	EA	\$ 786.15	\$ 1,572.30
12	SSP	Construction Staking	1	LS	\$ 2,400.00	\$ 2,400.00
13	621	Mobilization	1	LS	\$ 8,000.00	\$ 8,000.00
<i>Subtotal Bid Items Nos. 1-13:</i>						\$ 126,360.46
<i>NMGRT @ 8.1458%:</i>						\$ 10,293.07
<i>Base Bid Total: Line a) Subtotal plus Line b) NMGRT</i>						\$ 136,653.52

CO 1	CO1	Construct new sign pads, extend electrical and counterpoise to new sign location, remove and dispose old pad	27	Pa	1000	\$ 27,000.00
		NMGRT on CO Item		8.1458		\$ 2,199.37
		Total Estimated Cost Change Order				\$ 29,199.37

Total Project with Change Order 1 (incl NMGRT)

\$ 165,852.89



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

Meeting Date: February 19, 2025

Date Submitted: 2/7/25

Department: Public Works/Community Development

Item/Topic: Request approval to utilize Lodgers Tax for purchasing Christmas Decorations to be used for the Luces del Rio and the Plaza Park. The amount requested will be approximately \$120,000.00.

Fiscal Impact: None

Attachments: Presentation slides

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

Approved For Submittal By:

Reviewed By:







**CITY 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: February 19, 2025

Date Submitted: 2/7/25

Department: Public Works/Community Development

Item/Topic: Request approval to utilize Lodgers Tax for phase II of electrical upgrades on the Westside of the riverwalk in the amount of \$ 131,916.25 inclusive of NM gross receipts tax.

Fiscal Impact: None

Attachments: Cost estimate

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:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
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Other _____

The ELECTRIC HORSEMAN, Inc.
...an electrical services co.
DENNIS M. LUCERO
license #84183

electrichorseman1@msn.com

NM Public Works Contractor Registration #002306020110816

14B Rudolph Dr.
Las Vegas, NM 87701

Phone: (505) 454-4700
Fax: (505) 454-4707

Mobile-Orlando 505-617-1161

TO: City of Las Vegas
Attn: Daniel Gurule

FROM: Orlando Gold

DATE: February 3, 2025

RE: Quote for CLV
Riverwalk Phase #2

Price includes labor and material for:

- Installation of 120/240 volt service on utility pole service. Will provide power to 26 power pedestals along the West side of the Gallinas river along side of WLVHS security fence. \$100,980.00
 - PNM Estimated line extension cost \$21,000.00
- Subtotal: \$121,980.00
Tax LVGRT 8.1458%: \$9,936.25
- Total Quote: \$131,916.25**

If you have any questions I can be reached at one of the above numbers. Thank you.

This message is private and may contain privileged information. If you are not the intended recipient, please do not read, copy or use it or disclose it to others. If you have received this message in error, please notify the sender immediately by replying to this message and then delete it from your system. Thank you.



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

Meeting Date: February 19, 2025

Date Submitted: 02/04/25

Department: Utilities

Item/Topic: Review, discussion and approval of filling of Peterson Reservoir.

Fiscal Impact: Paid for through City Water funding.

Attachments: None

Committee Recommendation: This item will be discussed at the February 6, 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

Reviewed By:



Finance Director



City Manager

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

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Ordinance No. _____

Contract No. _____
Approved _____

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Other _____



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

Meeting Date: February 19, 2025

Date Submitted: 2/6/25

Department: Executive

Item/Topic Request approval of Resolution No. 25-07 supporting the Great Blocks on Railroad Capital Outlay Improvement Grant \$800,000 grant request.

The City of Las Vegas has submitted a grant request to New Mexico Mainstreet for additional Capital Outlay Funds to complete the Great Blocks Project on Railroad Ave. The project, based on the Engineer's Opinion of Cost indicates the project is short funding. The City has prepared Resolution 25-07 supporting the grant application to NM Mainstreet.

Fiscal Impact: The additional funds will assist the City in completion of the project.

Attachments:

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

Approved For Submittal By:

Reviewed By:



Finance Director



City Manager

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Resolution No. _____
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CITY OF LAS VEGAS, CITY COUNCIL

RESOLUTION 25-07

A RESOLUTION SUPPORTING THE GREAT BLOCKS ON RAILROAD CAPITAL OUTLAY IMPROVEMENT GRANT \$800,000 GRANT REQUEST

WHEREAS, the City of Las Vegas recognizes that the financing of capital projects has a significant importance to the infrastructure improvements of the City; and

WHEREAS, improvements of the downtown districts within the City of Las Vegas are important to the longevity of the historic fabric of the community; and

WHEREAS, partnering with New Mexico Mainstreet and Main Street de Las Vegas fosters collaboration in the creation and implementation of important infrastructure improvements; and

WHEREAS, supporting the Great Blocks on Railroad initiative will create an impact to the City toward support for new business, small business owners, tourism, and economic development; and

WHEREAS, infrastructure improvements in the Railroad District will create livable and walkable neighborhood creating a sense of place; and

WHEREAS, additional funding is needed to complete the next phase of Great Blocks on Railroad south on the corner of Lincoln Street and Railroad Avenue; and

WHEREAS, the City of Las Vegas has collaborated with New Mexico Mainstreet and Mainstreet de Las Vegas in submitting a grant request for an additional \$800,000 dollars to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE Governing Body of the City of Las Vegas, New Mexico that:

1. The City of Las Vegas Governing Body supports the grant application to New Mexico Mainstreet for additional capital outlay funds to complete the Phase II project on Railroad Ave.
2. The probable costs determined by the Engineer will be covered through this grant request for additional capital outlay funds in the amount of \$800,000.

PASSED, APPROVED and ADOPTED by the governing body on this

David Romero, Mayor

Attest:

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS, NEW MEXICO
Great Block Phase 2 - 60% Cost Estimate

Engineer's Opinion of Probable Construction Cost

Base Bid

6/12/2024

SEQ. NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	203000	Unclassified Excavation	CY	1,400	\$ 30.00	\$ 42,000.00
2	207000	Subgrade Preparation - 12"	SY	4,200	\$ 12.00	\$ 50,400.00
3	303160	Base Course - 6"	SY	4,200	\$ 28.00	\$ 117,600.00
4	416000	Minor Paving - 3-1/2"	SY	4,200	\$ 55.00	\$ 231,000.00
5	451060	Concrete Pavement - 6"	SY	150	\$ 100.00	\$ 15,000.00
6	570182	12" Storm Drain Culvert Pipe	LF	100	\$ 250.00	\$ 25,000.00
7	601000	Removal of Structures and Obstructions	LS	1	\$ 25,000.00	\$ 25,000.00
8	601110	Removal of Surfacing	SY	4,200	\$ 12.00	\$ 50,400.00
9	603270	SWPPP Plan Preparation	LS	1	\$ 2,500.00	\$ 2,500.00
10	603280	SWPPP Management & Maintenance	LS	1	\$ 7,500.00	\$ 7,500.00
11	608004	Concrete Sidewalks 4"	SY	1,350	\$ 100.00	\$ 135,000.00
12	608006	Concrete Sidewalks 6"	SY	450	\$ 110.00	\$ 49,500.00
13	608406	Conc. Med Pvrnt. 6" (Color and Patn)	SY	250	\$ 185.00	\$ 46,250.00
14	609200	Concrete Header Curb	LF	-	\$ 60.00	\$ -
15	609424	Concrete Vertical Curb & Gutter Type B - 6"x24"	LF	1,000	\$ 60.00	\$ 60,000.00
16		Concrete Rollover Curb & Gutter Type B - 6"x24"	LF	300	\$ 60.00	\$ 18,000.00
17	618000	Traffic Control Management	LS	1	\$ 20,000.00	\$ 20,000.00
18	621000	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00
19	623392	Curb Inlet Single Type C 0' TO 4'	EA	2	\$ 20,000.00	\$ 40,000.00
20		Sidewalk Culvert & Concrete Channel	LS	1	\$ 20,000.00	\$ 20,000.00
21	663855	Adjust Valve Box to Grade	EA	4	\$ 1,500.00	\$ 6,000.00
22	663865	Adjust Water Meter to Grade	EA	4	\$ 1,500.00	\$ 6,000.00
23		Adjust Manhole to Grade	EA	1	\$ 2,500.00	\$ 2,500.00
24		Utility Relocation Allowance	Allow	1	\$ 25,000.00	\$ 25,000.00
25		Laboratory Testing Allowance	Allow	1	\$ 40,000.00	\$ 40,000.00
26		Park Benches & Trash Recepticals	Allow	1	\$ 20,000.00	\$ 20,000.00
27		Street Lights	EA	10	\$ 35,000.00	\$ 350,000.00
28	701000	Panel Signs	SF	12	\$ 35.00	\$ 420.00
29	701100	Steel Post and Base Post for Aluminum Panel Signs	LF	20	\$ 25.00	\$ 500.00
30	702810	Traffic Control Devices for Construction	LS	1	\$ 10,000.00	\$ 10,000.00
31	704000	Retroreflectorized Painted Markings 4"	LF	8,000	\$ 2.00	\$ 16,000.00
32	704004	Retroreflectorized Painted Markings 12"	LF	300	\$ 4.00	\$ 1,200.00
33	704006	Retroreflectorized Painted Markings 24"	LF	26	\$ 8.00	\$ 208.00
34	801000	Construction Staking By the Contractor	LS	1	\$ 50,000.00	\$ 50,000.00
SUBTOTAL CONSTRUCTION COST						\$ 1,557,978.00
NMGR @ 8.1458%						\$ 126,909.77
CONTENGENCIES @ 5%						\$ 77,898.90
TOTAL CONSTRUCTION COST						\$ 1,762,786.67



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

Meeting Date: February 19, 2025

Date Submitted: 2/11/2025

Department: Human Resource

Item/Topic: The American Federation of State County and Municipal Employees Council (AFSCME) have formally requested to open negotiations for one (1) economic article, one (1) non-economic article and one (1) other. This is in accordance with Article 41- Term of the Agreement of the AFSCME Collective Bargaining Agreement. At this time, City Management Team is requesting approval to open up negotiations with AFSCME.

Fiscal Impact: Unknown

Attachments: Letter of Request & City Management Response Letter

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:

For Darlene Arguella by Consuelo Gallegos
Department Director

Reviewed By:

[Signature]
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

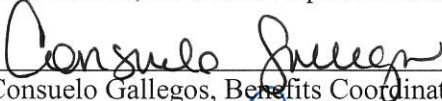
1700 N. Grand Avenue Las Vegas, NM 87701
505-454-1401 lasvegasnm.gov




MAYOR DAVID ROMERO

MEMORANDUM

TO: Sam Chavez, AFSCME Representative/Organizer

FROM: 
Consuelo Gallegos, Benefits Coordinator


Desaree Ortiz, Risk Management/Personnel Officer

THRU: 
Timothy Montgomery, City Manager

DATE: February 11, 2025

RE: AFSCME Negotiations 2025

The City of Las Vegas is in receipt of your letter requesting to open negotiations. As per Article 41 Term of Agreement either party may reopen negotiations on one (1) economic item and two (2) non-economic items and one (1) other article for the 2025 year. At this time, we will take this request to Mayor and Council for formal approval of the opening for the meeting on February 19, 2025. Upon that approval, we will be ready to proceed with the opening of negotiations.

xc: AFSCME Negotiation File
Management Team

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



January 21, 2025

To: Mayor
City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87532

From: Danny Vigil
AFSCME Local 2851, President
and
Sam Chavez,
AFSCME Council 18

Re: Negotiations

Mayor
David G. Romero

As per the agreement between City of Las Vegas and AFSCME Local 2851, we respectfully request to open contract negotiations between the respective parties,

AFSCME Local 2851 would like to request the following documents in preparation of negotiations:

- 1. Please provide dates to schedule negotiations meetings.

Respectfully,

Sam Chavez
AFSCME Council 18
Cell 604-6446





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

Meeting Date: February 19, 2025

Date Submitted: 2/12/25

Department: Police


Item/Topic: Request approval to Publish Ordinance No. 25-03 Animal Services Ordinance Amending the Las Vegas Municipal Code Chapter 118 Animals Sections 118-1 through 118-53.

Attachments: Ordinance No. 25-03


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: _____
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Other _____

Animal Services Ordinance #25-03
Amending Las Vegas Municipal Code Chapter 118 Animals
Sections 118-1 through 118-53

Whereas, the present section amends the entirety of the Animal Ordinance:

Now therefore, be it ordained by the governing body of the city of Las Vegas, New Mexico, the Chapter 118 of the Las Vegas Municipal Code be amended as follows:

Chapter 118. ANIMAL SERVICES

§ 118-1. Short Title; Purpose.

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

§ 118-2. Definitions.

As used in this Chapter:

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

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

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

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

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

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

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

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

Commercial property means:

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

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

Dangerous animal means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licensed veterinarian means a person with a doctor of veterinary medicine degree, licensed to practice in the state.

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

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

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

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

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

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

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

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

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

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

Premises means a parcel of land and the structures thereon.

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

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

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

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

Restraint means:

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

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

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

Shelter means:

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

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

Unaltered means not neutered or spayed.

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

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

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

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

ARTICLE II. ADMINISTRATION

§118-3. Powers and Duties of City Manager

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

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

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

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

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

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

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

Article III. Animal Control Shelter

§118-7. Established.

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

§118-8. Hours of business.

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

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

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

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

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

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

118-9.4. No animal that has been impounded by the City will be adopted out for the purpose of breeding or sale. Every dog and cat adopted from the Animal Control Shelter shall be

neutered or spayed by a licensed veterinarian and vaccinated in compliance with state statutes. The cost of these activities shall be paid to the City by the person adopting the dog or cat prior to release of the animal. Neutering, spaying and vaccinations will not apply to animals which are less than five months old. If the animal is retrieved by the owner, the owner shall pay all fees and costs associated with housing the animal, including any vaccination fees.

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

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

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

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

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

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

§118-10. No person shall, without the knowledge or consent of the owner, hold or retain possession of any animal of which he/she is not the owner, for more than 24 hours without first reporting the possession of an animal to the Police Department, giving his/her name and address,

a true and complete statement of the circumstances under which he/she took up the animal, a description of the animal and the precise location where such an animal is confined.

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

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

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

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

ARTICLE IV. OWNERS DUTIES.

§118-13. Rabies Vaccinations.

- a. It is the duty of all persons owning or keeping a dog or cat over the age of five months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for one year and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The City may require other animals to receive annual rabies vaccination. The veterinarian administering anti rabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination and the expiration date of the period of immunity.
- b. It is unlawful for the owner or keeper of any dog or cat to fail to exhibit its certificate of vaccination upon demand by the City, an animal control officer or police officer.

§118-14. Rabid Animals

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

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

- A. The owner of an animal that bites a person and a person bitten by an animal shall report that occurrence to the City and the State Health Department within 24 hours. The owner of an animal that bites a person shall surrender said animal to the Animal Control Officer if the City deems it necessary to impound said animal for a period of observation.
- B. A physician who renders professional treatment to a person bitten by an animal shall report that fact to the City and the State Health Department within 24 hours of his first professional attendance. The physician shall give the name and address of the owner of the animal that inflicted the bite, if known and any other facts or details that may assist the City in ascertaining the immunization status of the animal.
- C. Home confinement.
 - 1. An animal that bites a person shall be confined securely at a place and for a period of time deemed necessary by the City. The owner of the animal shall bear the cost of confinement. The City may consent to confinement on the owner's premises but only if the animal had current rabies vaccination at the time the bite was inflicted. The premises where the home confinement is to occur shall be inspected and approved for such purposes by an animal control officer. The owner of the animal shall be required to enter into an indemnity agreement on a form approved and prescribed by the City before consent may be given for such home confinement.
 - 2. A person who has custody of an animal that has bitten a person shall immediately notify the City if the animal shows any signs of sickness, abnormal behavior or if the animal escapes confinement. If the animal dies while it is in confinement, the person having custody of the animal shall notify the City or an animal control official and relinquish any claims to said animal.

§118-16. Restraint of animals.

- A. Voice command is not an acceptable form of restraint.
- B. Except for city permitted events that allow for animals to be present, animals which are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming pools, or within a building, any of which are owned, operated or maintained by the city, nor shall they be allowed upon the premises of public schools, preschool through high school unless permission is obtained from the school official. All animals which are not service animals shall be prohibited in Cathedral Park.
- C. Animals shall not be allowed upon a public street, alley, easement, city property or other place open to the public or upon any property other than that of the owner of the animal unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and under the immediate effective physical control of the person having custody thereof. Longer, retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. The

person having custody shall be a person of such age and maturity to be reasonably responsible therefore and shall be capable of controlling and restraining the animal. A person inside an enclosed structure shall not be considered to be in the physical control of a dog not in the enclosed structure. The provisions of this paragraph do not apply when an animal is participating in a bona fide animal show or training program which has been authorized by the animal services division or is in a city park designated by the governing body as an off-leash exercise ground for dogs. The provisions also do not apply to police canine units unleashed while on public property while acting in a law enforcement activity.

- D. Animals located upon the property of the owner of the animal shall be restrained in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The animal shall be restrained in such a way as to prevent the animal from reaching outside the perimeter of the property.
- E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat so it cannot fall or jump from the truck or be strangled.
- F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes to permit an individual to render aid to a human or other animal, and only when the owner is immediately present.

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

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

§118-18. Licenses for Dogs and Cats

- A. Any person owning, possessing or harboring any dog five months of age or over shall obtain a license and micro-chip for such animal. Written application for such license shall be made on such forms as supplied by the City and shall state any information deemed necessary by the City. A current rabies vaccination certificate shall be presented at the time of the application for license. The license fee (tag, micro-chip and certificate) for this section shall be twenty (\$20) dollars for a neutered animal and twenty five (\$25) dollars for an unneutered animal. In the event a tag is lost, replacement tags costing \$1 shall be purchased. The license shall expire one year from the date of issuance and may be renewed for one (1), three (3) or five (5) years.
- B. A current license tag shall be affixed to the licensed dog at all times in a reasonable manner unless the licensed dog is being kept in an approved kennel,

veterinary hospital, is appearing in an approved show or is being trained; provided that the person who is training a dog shall have in his personal possession the valid license tag for each dog and shall immediately display such upon request by an animal control officer, animal shelter personnel or other law enforcement officer.

- C. Animals belonging to nonresidents who do not keep said animals within the corporate limits of the City of Las Vegas for 30 consecutive days shall be exempt from this section; provided, however, that all the other provisions of this chapter must be complied with.
- D. The license fees shall not apply to service animals.

§118-19. Care and maintenance of dogs.

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

- A. A shelter accessible to the dog at its will. The shelter shall be made of durable material with a solid, moisture-proof floor that does not permit rain to enter it. The shelter shall not be constructed of metal or any material that readily conducts heat or cold. The shelter must contain a sufficient quantity of suitable, clean bedding material appropriate to local climate conditions and sufficient to protect against cold and dampness. Materials that retain moisture shall not be utilized for bedding.
- B. One or more areas of shade by natural or artificial means large enough to accommodate the entire body of the dog at one time to provide protection from the direct rays of the sun. The shaded area must be separate and outside of the shelter.
- C. Easy and constant access to clean water.
- D. A confined area free of garbage and other debris that might endanger the dog's health and safety. The confined area shall be kept free of feces and vermin and insect infestations such as ant hills, wasp nests, or flea, tick, and maggot infestations.

§118-20. Space requirements.

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

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

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- Rabbit(s): one rabbit per 200 square feet

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

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

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

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

§118-21. Permitted number of Animals

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

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

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

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

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

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- A. Kennels, grooming parlors, pet shops, refuges, hobby breeders and shelters shall be allowed only in zones designated by Chapter 450, Zoning.
- B. Procedures for obtaining a professional animal permit; fees and renewals.
1. Persons operating kennels, grooming parlors or pet shops or hobby breeders shall obtain a professional animal permit approved by the Administrator.
 2. An application for a professional animal permit shall be filed on forms provided by the City Manager or Administrator.
 3. Each application for a professional animal permit must include a petition on forms provided by the City signed by the residents and owners of all property, abutting the property for which the permit has been requested, not including public right-of-way, stating that said residents and property owners have no objection to the permit being issued. The person applying for the permit is responsible for obtaining the signatures. Provided, however, that the applicant may submit a petition not signed by all abutting resident and property owners if he is unable to obtain their signatures, and said petition must give the names and addresses of the residents and property owner who have not signed. The City Manager may contact any of the abutting residents or property owners to discuss the application.
 4. Within 30 working days of receipt of an application for any professional animal permit, the administrator or animal control officer shall inspect the premises to determine whether they comply with the standards established by this chapter.
 5. The City Manager shall conduct a public hearing on each application for a professional animal permit for a refuge. At least 15 days before the date of this hearing, the applicant must post and maintain one or more signs as provided and where instructed by the City Manager. It is unlawful for any person to remove or tamper with any such required sign during the period it is required to remain under this subsection. The City Manager shall notify the applicant by mail of the date, time, and place of hearing and shall also mail written notices not less than six days prior to the date of the hearing to all owners of property within 100 feet of the exterior boundaries of the property which is the subject of the application, using for this purpose the last known name and address of the owners shown in the records of the San Miguel County Assessor.
 6. Within 30 working days after the inspection required for any professional animal permit or the public hearing on an application for a refuge, the City Manager shall approve, approve with conditions, or deny the professional animal permit application. The City Manager shall approve an application if he determines that:
 - a. The standards established by this chapter, by Chapter 450, Zoning, and other applicable laws and regulations are met.
 - b. The activity would not be detrimental to the public welfare.

c. The professional animal permit would not be injurious to the neighborhood. In making his decision, the City Manager shall assess neighborhood input from public hearing for refuges, the petition for hobby breeders or any complaints which have been made against the refuge or hobby breeder to determine the seriousness of any objections, but neighborhood input shall not be the sole determinant of his decision.

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

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

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

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

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

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

C. Facilities and care applicable to professional animal permit.

1. Animal housing facilities shall be constructed of nontoxic materials and in a structurally sound design. Interior floors shall be smooth, easily cleanable construction and impervious to water. The facility shall be kept in good repair and kept clean and sanitary at all times, so as to protect animals from disease and injury.
2. Housing requirements.
 - a. Animals maintained in pens, cages or runs for periods exceeding 24 hours shall be provided with adequate space to prevent overcrowding and to maintain normal exercise according to species.
 - b. Indoor housing shall be provided for in all pet shops, grooming parlors, refuges, shelters and commercial kennels. These facilities shall be sufficiently temperature controlled and ventilated to provide for the animals' comfort and health.
 - c. Sufficient lighting shall be provided by either artificial or natural means.
 - d. Outside housing shall be sufficient to protect animals from sunlight, rain, snow or cold weather that may be detrimental to the animals' health.

Provisions shall be made for the removal and proper disposal of animals and food waste, bedding, dead animals and debris. Disposal facilities shall be provided and so operated as to minimize vermin infestation, odors, and disease hazards.

3. Adult animals shall be segregated by sex, except where otherwise indicated for health, welfare or breeding purpose, and any vicious or quarantined animals shall be removed and caged by themselves. Provided, however, that hobby breeders shall not be required to segregate the animals by sex.
4. Except as indicated for health or welfare, animals shall be provided with clean, fresh, sufficient and wholesome food and water. Food and water containers shall be kept clean.
5. Each animal shall be observed daily by the animal caretaker in charge or his representative. Sick, diseased, injured, lame or blind animals shall be provided with proper veterinary care. Any person operating or employed at a kennel, grooming parlor, pet shop, refuge, or shelter who observes an animal which he suspects of being rabid shall at once notify the City Manager and the State Department of Health and Social Service and segregate such animal(s) for a period of 10 days unless examined and released by written statement of a veterinarian and then only at the discretion of the City Manager.
6. Persons operating kennels, grooming parlors, pet shops, refuges and shelters as well as hobby breeders shall comply with all applicable requirements under this chapter.
7. Refuges shall be required to have all their dogs and cats spayed or neutered; provided, however, that this requirement does not apply to the four dogs or cats permitted per household by § **118-14** of this chapter.

D. Inspection under a professional animal permit. The City Manager or his designee, after proper identification, shall be permitted to enter, at any reasonable time, any kennel, grooming parlor, pet shop, refuge, or shelter, or hobby breeder premises for the purpose of making inspections to determine compliance with this chapter. The City Manager, or his designee, shall make as many inspections and re-inspections as are necessary for the enforcement of this chapter.

E. Number of animals permitted holders of a professional animal permit for hobby breeders.

1. The number of adult dogs or cats, or any combination thereof, which any holder of a professional animal permit for hobby breeder may keep shall be limited on the basis of the allowable kennel area which he has and an area requirement per dog or cat. "Allowable kennel area" is defined as 10% of the total area of the lot on which the hobby breeding is to be conducted. The area requirement per dog or cat is established from the following table:

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

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

ARTICLE V. Animal Control

§118-23. Animals running at large.

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

§ 118-24. Animals on unenclosed premises.

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

§ 118-25. Vicious animals.

No person shall keep or harbor a vicious animal. An animal whose bite or attack results in or causes great bodily harm to a person or an animal may be deemed vicious by a court of law. Any person attacked by a vicious animal while on public property may use reasonable force to repel the attack. An animal deemed vicious by a court of law shall be surrendered to the animal

services center for humane euthanasia, at the owner's expense, or the owner shall provide acceptable proof to the animal services center that the animal has been destroyed.

§ 118-26. Dangerous animals.

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

§ 118-27. Animals disturbing the peace.

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

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

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

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

§118-28. Animal Nuisances.

A. It is unlawful for the owner of any animal to permit, either willfully or through failure to exercise due care or control, any such animal to create any nuisance upon a sidewalk, public park, alley or other place open to the public or upon any property other than that of the owner of the animal. The term nuisance shall include any defecation, destruction of property, or disturbing the property of another, including the rubbish or trash of a resident. When an animal defecates in such place, the owner shall remove the feces and dispose of it in a sanitary manner. Anyone walking an animal in a public area shall have in

his or her possession a sanitary and disposable means of removing the animal's feces, which must be placed in a refuse container for sanitary removal. Persons walking in public shall be able to present such means upon request of an animal services officer. The provisions of this paragraph shall not apply to a service animal accompanying any person with a disability.

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

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

§118-29. Unlawful use of license tags.

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

§118-30. Service animals in public places.

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

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

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

§118-32. Transportation of animals.

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

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

An animal services or peace officer who finds an animal in a motor vehicle in violation of this chapter may enter the motor vehicle if necessary to remove the animal. The officer removing the animal shall take the animal to an animal services center or other place of safe keeping. If a vehicle is entered, left unsecured and cannot be re-secured, an animal services or peace officer shall stay with the vehicle until the owner arrives. In the event the person having custody cannot be contacted, the officer shall leave in a prominent place in the motor vehicle a written notice bearing their name and office and the address where the animal may be claimed by the owner. The animal will be surrendered to the owner if the owner claims the animal within five (5) days from the time the animal was impounded. The owner shall pay all charges that have accrued for the maintenance of the animal. If the owner fails to claim the animal within five (5) days after its removal from the motor vehicle, the animal services center will make reasonable effort to contact the owner and give notice that the animal is in their custody. In the event the owner cannot be contacted or expresses no interest in reclaiming the animal within five (5) days after contact or efforts to contact, the animal services center may dispose of the animal in any reasonably humane manner.

§118-34. Spaying and neutering.

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

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

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

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

ARTICLE VI. Cruelty to Animals Prohibited.

§118-35. Generally.

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

§118-36. Physical Abuse.

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

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

§118-36. Work Cruelty.

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

§118-37. Neglect.

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

§118-38 Abandonment.

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

§118-39 Poisoning.

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

§118-40. Anti-tethering of canines.

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

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

1. The canine is in visual range of the responsible party, and the responsible party is located outside with the canine.
2. The tether is connected to the canine by a buckle-type collar or a body harness made of nylon or leather, not less than one inch in width.
3. The tether has the following properties: it is at least five times the length of the canine's body, as measured from the tip of the nose to the base of the tail; it terminates at both ends with a swivel; it does not weigh more than 1/8 of the canine's weight; and it is free of tangles.
4. The canine is tethered in such a manner as to prevent injury, strangulation, or entanglement.
5. The canine is not outside during a period of extreme weather, including without limitation extreme heat or subfreezing temperatures, thunderstorms, hail storms, tornadoes, tropical storms, or other extreme weather events.
6. The canine has access to water, shelter, and dry ground.
7. The canine is at least six months of age. Puppies shall not be tethered.
8. The canine is not sick or injured.
9. Pulley, running line, or trolley systems are at least 15 feet in length and are less than seven feet above the ground.
10. If there are multiple canines, each canine is tethered separately.
 - a. This section shall not apply to the transportation of canines.
11. For a first-time violation, the Code Enforcement Officer shall issue a warning notice to the responsible party and shall wait at least 10 days before taking any further enforcement action against the responsible party. Thereafter, each violation of this

section shall be subject to enforcement in accordance with § 118-27.2 of this chapter or Article VIII, § 118-42, of the Animal Ordinance. For all civil penalties for violations of this section collected pursuant to Chapter 118, Article V, § 118-27.2, 50% of the amount collected shall be paid to City of Las Vegas, New Mexico, Animal Shelter.

§118-40.1. Schedule of penalties for unlawful tethering.

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

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

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

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

§118-41. Injury by Motorists.

- A. Every operator of a motor or other self-propelled vehicle upon the streets and ways shall immediately, upon injuring, striking, maiming or running down any animal, give aid as is reasonably able to be rendered. In the absence of the owner, they shall immediately notify city police, animal control officer or administrator, furnishing sufficient facts relative to the injury.
- B. Every such operator shall remain at or near the scene until the appropriate authorities arrive, and upon the arrival of the appropriate authorities, the operator shall immediately identify themselves to them. Alternatively, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the animal services center and notifying the administrator. The animal shall be deemed an abandoned animal within the meaning of subsection 5-8.4 of this chapter. This provision does not apply to operators of emergency vehicles.

§118-42. Hobbling livestock.

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

§118-43. Keeping of diseased or painfully crippled animals.

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

§118-44. Animal Fights.

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

§118-45. Confining or crating of fowl.

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

§118-46. Birds.

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

ARTICLE VII. SALE OF ANIMALS.

§118-47. Use of Public Property.

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

§118-47.1. Litter Permit Required.

The owner who unintentionally breeds dogs or cats and does not have a current professional animal care permit for breeding shall pay a litter fee for each litter. An owner shall not advertise, sell, barter, exchange or give away any dog or cat within the municipal boundaries unless the litter fee is paid. Any advertisement for the sale, barter, exchange or give away shall include the litter fee receipt number. An owner shall furnish the litter fee receipt number to any prospective recipient requesting the number. If the owner purchases a breeder permit or provides proof of sterilization of the female animal within thirty (30) days of being cited for violation of this section, such charge shall be dropped. If the owner takes all or part of the litter to the animal control shelter to surrender, a litter permit shall not be required provided that the animal that produced the litter is neutered.

§118-47.2. Sale on Private Property.

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

§118.47.3. Animal Control Officer entry on public property.

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

§118-48. Rabbits or fowl.

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

§118-49. Turtles.

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

ARTICLE VIII. Exotic Animals and Guard Dogs.

§118-50. Wild or Exotic Animals.

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

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

§118-51. Permits and Housing of guard dogs.

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

B. Permits:

- (1) Unless a guard dog permit is in effect for each commercial property where guard dogs are to be used, they shall not be used. Procedures for permit application, inspection of guard dog facilities, and issuance of dog identification tags will be established by the administrator. Permits for both permanent and temporary locations may be transferred to a new location operated by the same business firm during the license year. However, such transfers shall not be effective until the administrator or their designee has inspected and approved required facilities at the new location and the information required below for permit applications has been recorded. Applicants must provide five (5) working days' advance notice to the animal services center for permit transfers.
- (2) Permit applications shall include the following information:
 - (a) The business name, address and telephone number of the commercial property where guard dogs are to be used;
 - (b) The name, address and telephone number of the handler who can be reached at any time during the day or night;
 - (c) The number of dogs to be used and a general description of their use;
 - (d) The location where dogs are to be housed; and

-
- (e) Any other information that the administrator deems necessary by rule and regulation. Permit holders shall notify the animal services center if any information recorded as part of the permit application is changed during the course of the period for which the permit is issued.
 - (3) The administrator or their designee shall inspect the facilities where the guard dog is to be used and housed when the guard dog permit is applied for and when it is renewed.
 - (4) If the inspection reveals that all the requirements of law and regulation are met, a guard dog permit for the approved commercial property shall be issued by the animal services center. The permit shall be displayed at the approved commercial property and an identification tag shall be affixed to the collar of each dog used. Holders of the guard dog permits shall be exempt for the guard dogs from the license fee requirements of subsection of this chapter.
 - (5) The guard dog permit shall be valid for one (1) year and shall be renewed annually within thirty (30) days after the renewal date.
 - (6) The guard dog permit must be obtained prior to housing or utilizing guard dogs at the commercial property; provided that for those commercial properties where guard dogs were in use when this regulation became effective, there shall be a ninety-day period in which to obtain the permit without penalty.
- C. Whenever there is a guard dog on the premises, the standards of this subsection, in addition to the other requirements of law and regulations, shall be complied with, as follows:
- (1) Housing shall have anti-escape fences completely surrounding it or be an anti-escape building sufficient to house guard dogs.
 - (2) All gates and entrances to the area where the guard dog is housed, used or trained shall be locked when not in use.
 - (3) Additional measures found necessary by the administrator shall be taken to protect the public from accidental contact with any guard dog.
 - (4) Where guard dogs are used outside buildings, the area must be enclosed by at least a six-foot chain link fence or other fence of equal security, wall or adequate wood fence, to which anti-escape devices have been added. The adequacy of the fencing shall be subject to the approval of the administrator.
 - (5) In order to control noise, the administrator may require a sight barrier which breaks the dog's line-of-sight.
 - (6) In buildings where guard dogs are housed, exterior glass shall be adequate, or additional protective measures shall be taken by the owner, as required by the administrator, to prevent the dog from jumping through it.
 - (7) The building and yard in which a guard dog is housed shall be posted with bilingual, English and Spanish, or visual guard dog signs, approved by the administrator that shall not be more than two hundred (200) feet apart, and shall be at all property corners and at every entrance into the area.

(8) For guard dogs either transported or used in vehicles, measures prescribed by rule and regulation of the administrator must be taken to protect the public from accidental contact with a guard dog.

(9) A handler is required to be physically present while guard dogs are being used at temporary sites which do not comply with this subsection.

D. Dogs which are used as private guard dogs on the property of their owner's private residence shall be excluded from the provisions of this subsection unless the residence is located on premises used for commercial purposes. Guard dogs kept in a kennel with a valid professional animal permit are also excluded.

Article IX. Licenses and Permit Fees; Fines and Penalties; Other Charges; and Administrative Hearings.

§118-52.

A. Any violation of this chapter shall be punished as provided in Table 118-52.1. below or as provided in other section of this Code. If any person is cited for or convicted of cruelty or mistreatment of an animal, the animal shall be removed from the owner's custody and placed with the administrator. The administrator shall develop an alternative payment program for those residents who receive first-time civil citations and who have affirmed their inability to pay the associated fine.

TABLE 118-51.2.	
Type	Fee/Fine ¹
Licensing	
Altered dogs and cats	Licenses shall be obtained pursuant to Section 118-12.
Unaltered dogs and cats	
Duplicate tags	
Permits Fees²	
Kennels	\$150 annually
Grooming service/parlors	\$150 annually
Pet shops	\$150 annually

Shelters	\$150 annually	
Guard dog	\$150 annually	
Exotic animals	\$150 annually	
Breeder ³	\$100 annually per breeding animal	
Circus and animal acts	\$250 per occurrence	
All other professional animal care businesses	\$100 annually	
Litter	\$50 per litter	
Impoundment Fees		
1 st impoundment in 36 th month period	\$10	
2 nd impoundment in 36 th month period	\$20	
3 rd impoundment in 36 th month period	\$40	
4 th impoundment in 36 th month period	\$80	
Subsequent impoundments	The fee shall be double the previous impoundment	
Fines for Violations⁴		
Resisting or obstructing an Animal Services Officer (Section 118-6)	Up to \$500 and/or 90 days in jail	
No rabies vaccination (Section 118-13)		
1 st civil citation in 36 month period	\$75 and proof of vaccination	
2 nd civil citation in 36 month period	\$150 and proof of vaccination	
3 rd civil citation in 36 month period	\$500 and proof of vaccination	
Harboring an animal that has bitten (Section 118-)	\$500 and/or up to 90 days in jail	
Restraint of animals (Section 118-)	Unaltered animal	Altered animal
1 st civil citation in 36 month period	\$50	\$25
2 nd civil citation in 36 month period	\$100	\$50
3 rd civil citation in 36 month period	\$250	\$125
4 th civil citation in 12 month period	\$500	\$250
No animal license (Section 118-)		
1 st civil citation in 36 month period	\$100	\$25
2 nd civil citation in 36 month period	\$200	\$50
3 rd civil citation in 36 month period	\$300	\$100
4 th civil citation in 36 month period	\$500	\$250
Permit violations (Sections 118-)		
1 st civil citation in 48 month period	\$100	
2 nd civil citation in 48 month period	\$250	
3 rd civil citation in 48 month period	\$400	
Animals disturbing the peace (Section 118-)		
1 st civil citation in 48 month period	\$25	
2 nd civil citation in 48 month period	\$50	
3 rd civil citation in 48 month period	\$100. Upon a third citation, the city may deem a nuisance and file a lawsuit in district court	
Nuisance (Section 118-)		
1 st civil citation in 48 month period	\$100	
2 nd civil citation in 48 month period	\$150	
3 rd civil citation in 48 month period	\$300	
4 th civil citation in 48 month period and subsequent citations	\$500	
Confining animals in or upon a motor vehicle (Section 118-)		
1 st conviction in 48 month period	\$100	

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

- B. Civil citations shall be posted on the properties where violations occur in a conspicuous place; delivered in person; or mailed by certified mail, return receipt requested, to the last-known address of the person or persons responsible for the violation, as applicable.
- C. Form and Contents. Civil citations shall contain the following information:
- (1) The address where the violation occurred;
 - (2) A description of the specific violation;
 - (3) A statement of whether this is the first, second, third, or subsequent offense;
 - (4) Instructions for submitting payment of the civil fine;
 - (5) A statement that within fifteen (15) days of issuance of the civil citation the cited person must either pay the civil fine or submit a written request for hearing;
 - (6) The name and phone number of the administrator; and
 - (7) A copy of this subsection §118-52.1.
- D. Request for administrative hearing. If the administrator receives a request for an administrative hearing within fifteen (15) days following the mailing of the notice of citation or surrender of the animal, animal services staff shall schedule a hearing with a hearing officer within five (5) business days from date of receipt of the request. The city manager shall appoint a hearing officer. An amount equal to the civil fine assessed, if

applicable, must accompany a request for hearing. The city shall hold the payment as a deposit until the hearing officer makes a decision. The administrative hearing date will be selected based on the hearing officer's schedule and availability. Resident's availability will be accommodated based upon the hearing officer's availability. If the decision of the hearing officer is in favor of the hearing requestor, the administrator will return the animal to the owner of the animal within twenty-four (24) hours. In the event the hearing officer decides to uphold the surrender of the animal and/or the civil citation, then the administrator shall retain custody of the animal and the city shall apply the deposit toward the civil citation. If the hearing officer decides in favor of the requestor, the city shall return the animal and the deposit to the requestor.

- E. If an appeal is denied by the hearing officer, the appellant may file an appeal in the fourth judicial district court, county of San Miguel, under Rule 1-074 NMRA. If the court rules in favor of the appellant, the administrator will return the animal to the owner of the animal within twenty-four (24) hours and return the deposit, if applicable.
- F. Revenue. The revenue generated through civil fines shall be retained by the police department and shall be used exclusively for enforcement of the animal services chapter of the city's code.

§118-53. Repeal.

PASSED, ADOPTED and ENACTED this _____ day of February, 2025.

Mayor David Romero

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Ambrosio Castellano, City Attorney



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

Meeting Date: 2/19/25

Date Submitted: February 7, 2025

Department: Finance

Item/Topic: Approval of Resolution 25-09. The City of Las Vegas is in need of making a mid-year budget adjustment in the 2024-2025 fiscal year to transfer and appropriate funds for necessary initiatives from current year savings. Funds from other sources previously accepted are also included for appropriation.

Fiscal Impact: These projects are funded from General Fund cash balances and funding from external sources. Anticipated savings are sufficient and there is no negative impact from external funding sources.

Attachments: Resolution 25-09 listing proposed budget adjustment for this fund. Supporting documentation is also attached.

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. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Contract No. _____

Denied _____

Approved _____

Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 25-09

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE
2024-2025
FISCAL YEAR**

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2024-25; and

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

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2024-25 fiscal year budget to include:

- A transfer (sweep) of revenue/expense/cash balances from the General Fund 101 Departments to the Special/Miscellaneous Projects Fund 230 derived from FY25 1st half savings in salaries and benefits.
- A transfer of revenue/expense/cash balances from the Special/Miscellaneous Projects Fund 230 to the General Fund 101 Departments requiring funding for initiatives in the second half of FY24-25.
- An appropriation of funds for Law Enforcement Violent Crime Victim Assistants Fund 205 from the New Mexico Crime Victims Reparation Commission
- An appropriation of funds from proceeds of the New Mexico Emergency Medical Services Fund Act to the City of Las Vegas Fire Department.
- A transfer of funds from the General Fund 101 to the Misc Street Projects Fund 230 for matching funds required to the denial of a Match Waiver application.
- An appropriation of funds from proceeds of the American Rescue Plan Act through a Memorandum of Agreement with San Miguel County.
- An appropriation of funds from proceeds of Fiscal Year 2024 carryover funds from the New Mexico Fire Protection Fund.
- A Legislative appropriation of funds for road improvements on Lutheran Lane
- An appropriation of funds for proceeds from a Project Agreement with the New Mexico Department of Transportation Traffic Safety Division for STEP operations throughout the City.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2024-25; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day _____ of January 2025.

Mayor David G. Romero

ATTEST:

Casandra Fresquez, City Clerk

MID-YEAR BUDGET NARRATIVE

Concept and Approach

The purpose of the mid-year budget review is to identify both surplus and shortfall within the City of Las Vegas General Fund. Historically, budget surplus has been created by vacancy savings and been transferred within departments to other categories upon request. This practice does not generally contribute to effective budgetary monitoring and control. The current review process is first step in City Manager Montgomery's initiative to build budgets based upon specific and reasonable planning. This means changing from "this is what we've done in the past" to "this is what we want to accomplish, and this is why". The process involves three basic steps. 1) Based upon spending from July through December, identify projected vacancy savings in salaries and benefits on a department by department basis. 2) Initiate a "sweep" of those savings into a central fund for distribution based upon need and justification. In our case, the "sweep" is computed at seventy-five per cent (75%) of projected savings to allow for filling of vacancies, payout of earned leave, and other contingencies. 3) Consideration of additional funding requests from departments for initiatives to be undertaken this fiscal year. Some requests are to restore budget for unforeseen events (e.g. November snow storm), and others are to initiate projects or improve operations. Following are brief summaries of requests that have been submitted and incorporated into the worksheet for consideration. In general, any funding requests that are recurring are not recommended and should be addressed during formulation of the FY25-26 budget request.

Police Department – PD would like to see an additional increase across the board starting at mid-year. I would not recommend addressing this request until the preparation of the FY 25-26 Budget for two reasons. 1) It is a recurring cost which should not be funded, nor based upon, half year budget surplus, and 2) this would be outside of the current collective bargaining agreement with the FOP. Additionally, Chief Marquez would like to increase the AXON contract effective July 1st. This, again, is an item for consideration in the FY25-26 budget request. The Chief would also like to request that \$10,000 be appropriated from the Cannabis Fund to the Confidential Informant Fund. While this is not a General Fund issue, I concur with this recommendation.

Public Works – The Public Works Department has submitted requests two types of funding based upon type of need:

1. Restoration of current year budget based upon unanticipated/underfunded initiatives:
 - a. 216-0000-720-6602 Overtime \$15,000 Additional overtime for snow removal
 - b. 216-0000-720-7408 Maint. Road Equipment \$20,000 Equipment Repairs
 - c. 216-0000-720-7413 Maint. Right of Way \$100,000 Contractor assist with snow removal
 - d. 216-0000-720-7203 Training \$10,000 CDL Training

2. Initiatives not included in FY24-25 Budget:
 - a. Engineering – Airport Game Fence \$95,000
 - b. MAP Match – Waiver denied \$90,000

Community Development – The Community Development Department requests additional staffing for both CD and Code Enforcement as follows:

- Building Code Supervisor – Unfreeze position and set compensation at \$30/hour + benefits
- CADD/GIS Tech – Create position and set compensation at \$25/hour + benefits
- Zoning Inspector – Create position and set compensation at 16.25/hour + benefits
- Business License Coordinator – Create position and set compensation at \$19.00/hour +benefits
- Code Enforcement – Convert One Compliance Officer to Supervisor and set compensation at \$25.00/hour + benefits
- \$8,000 requested for furniture for Red Caboose offices
- \$8,000 requested for laptops and body cameras

(It is also requested that the budget for Ads/Publications be moved to the PIO Department)

Again, the recommendation is not to commit to permanent compensation or positions based upon mid-year budget savings. These initiatives should be requested, with a detailed plan, with the FY25-26 Budget Request. The one-time expenditure requests seem to be reasonable.

City Clerk – The City Clerk is requesting additional funding to both restore budget for unanticipated expenditures and unfunded initiatives, as follows:

1. Page Freezer software \$4,400
2. Attorney Services (Charter) \$10,000
3. Temporary salary increase for Deputy Clerk \$7,000
4. Double fill position for employee on ext. leave \$6,000
5. Uniforms for staff \$ 600

Parks – The Parks Department is requesting additional funding to properly train and equip Parks Department staff, as follows:

1. Office Supplies \$2,500
2. Training/Conferences \$5,500
3. Re-seed parks \$18,000
4. Equipment \$30,000
5. Comp./benefits for Manager \$15,000

City Manager (Safety/Risk Management) – Since the Safety and Risk Management functions have been transferred to the Executive Department, the following appropriations are required:

1. Office Supplies	\$1,500
2. Drug and Alcohol Testing (underbudgeted)	\$35,000
3. Travel and Training	\$3,860
4. Office expense/Uniforms	\$3,720
5. Maint. Of Road Equip.	\$1,400
6. Office Furniture/Equipment	\$3,400

Governing Body –

1. Shirts/Sport Coats for Governing Body representing City	\$1,000
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Mayor

1. Travel – Water treatment, FEMA	\$3,900
2. Furniture/Equipment	\$2,500
3. Publication/Advertising (Radio)	\$1,400

City Manager

1. Travel/Training – ICMA, Leadership Mayor & Staff	\$18,000
2. Website updates new contract	\$15,000
3. Telephone – PIO Cell	\$1,000
4. Furniture/Equipment – Desks, chairs, desktops	\$13,300

Finance - The Finance Department needs up to date laptops to enhance remote work capabilities when required. Request includes replacement of old furniture and painting/improvements to new location.

1. Replacement/upgrade of laptop computers	\$8,000
2. Furniture	\$7,000
3. Building maintenance	\$10,000

Other Initiatives and Funding Sources:

2. State EMS Distribution to Fire Department: This is a \$100,000 distribution from the State of New Mexico as part of annual funding. Chief Spann has determined the allocation and use of these funds.
3. A transfer of \$90,000 is required from the General Fund to the Street Co-op Fund because the application for a match waiver was denied by the State of New Mexico. The funding was applied for, and accepted, knowing that the waiver was not guaranteed. Approval of this transfer is now requested from the Governing Body.
4. The Senior Center, under a Memorandum of Agreement with San Miguel County, has been authorized to receive \$25,000 in proceeds from the American Rescue Plan Act. The proceeds of this funding are to be dedicated to the purchase of equipment.
5. The City of Las Vegas Fire Department received authorization to carryover unspent funds from the FY24 fiscal year. These funds are to be dedicated to the purchase of Personal Protective Equipment and Station Equipment in the amount of \$96,106.77.
6. A Legislative appropriation received by the City for road improvements on Lutheran Lane in the amount of \$150,000.
7. An appropriation for State Funding distribution from the New Mexico Law Enforcement Victims Assistance in the amount of \$70,000.

CITY OF LAS VEGAS
 RESOLUTION # 25-09
 BUDGET ADJUSTMENT REQUEST
 FISCAL YEAR 2025 as of February 19, 2025

RESOLUTION # 25-09	TYLER	DFA	DESCRIPTION	ASSET CASH	REVENUE	EXPENDITURES
General Fund	101-0000-890-9720	101-11000-0001-61200	Transfer to 230 Misc. Projects from 101	\$ -	\$ -	\$ 1,729,074.00
General Fund	101-0000-100-1101	101-11000-0001-10101	Transfer to 230 Misc. Projects from 101	\$ (1,729,074.00)		\$ -
Misc. Projects	230-0000-100-1101	230-21800-0001-10101	Transfer from General Fund- Cash	\$ 1,729,074.00		\$ -
Misc. Projects	230-0000-890-9767	230-21800-0001-61100	Transfer from General Fund			\$ (1,729,074.00)
TOTALS				\$ -	\$ -	\$ -
General Fund	101-4230-700-6339	101-11000-2001-51020	Transfer/Sweep from GF 101 Judicial to 230 Misc. Projects			\$ (6,463.00)
General Fund	101-4220-700-6339	101-11000-1007-51020	Transfer/Sweep from GF 101 Mayor to 230 Misc. Projects			\$ (18,812.00)
General Fund	101-4400-700-6339	101-11000-2003-51020	Transfer/Sweep from GF 101 City Attorney to 230 Misc. Projects			\$ (3,714.00)
General Fund	101-4600-700-6339	101-11000-2004-51020	Transfer/Sweep from GF 101 Finance to 230 Misc. Projects			\$ (34,053.00)
General Fund	101-4700-780-6339	101-11000-2014-51020	Transfer/Sweep from GF 101 Community Development to 230 Misc. Projects			\$ (62,137.00)
General Fund	101-4800-710-6349	101-11000-3001-51020	Transfer/Sweep from GF 101 Police Dept. to 230 Misc. Projects			\$ (924,112.00)
General Fund	101-4900-710-6349	101-11000-3004-51020	Transfer/Sweep from GF 101 Animal Control to 230 Misc. Projects			\$ (56,549.00)
General Fund	101-5000-710-6349	101-11000-3002-51020	Transfer/Sweep from GF 101 Fire Dept. to 230 Misc. Projects			\$ (499,456.00)
General Fund	101-5100-720-6339	101-11000-5101-51020	Transfer/Sweep from GF 101 Public Works to 230 Misc. Projects			\$ (95,674.00)
General Fund	101-5200-750-6441	101-11000-4004-51020	Transfer/Sweep from GF 101 Library to 230 Misc. Projects			\$ (5,595.00)
General Fund	101-5300-750-6339	101-11000-4005-51020	Transfer/Sweep from GF 101 Museum to 230 Misc. Projects			\$ (22,509.00)
Misc Projects	230-0000-650-8705	230-30400-5102-58040	Transfer/Sweep from GF 101 to 230 Misc. Projects			\$ 1,729,074.00
						\$ -
General Fund	101-0000-890-9203	101-11000-0000-61100	Transfer from 230 to 101 General Services	\$ 1,000,000		
General Fund	101-0000-890-9203	101-11000-0000-61100	Transfer from 230 to 101 Parks	\$ 45,639		
General Fund	101-0000-890-9203	101-11000-0000-61100	Transfer from 230 to 101 Human Resources	\$ 91,150		
General Fund	101-0000-890-9203	101-11000-0000-61100	Transfer from 230 to 101 Municipal Clerk	\$ 8,406		
General Fund	101-0000-890-9203	101-11000-0000-61100	Transfer from 230 to 101 City Manager	\$ 426		
General Fund	101-5400-700-7101	101-11000-2002-56020	Transfer from 230 to 101 General Services			\$ 1,000,000
General Fund	101-5110-750-7101	101-11000-4003-56020	Transfer from 230 to 101 Parks			\$ 45,639
General Fund	101-4500-700-7101	101-11000-2010-56020	Transfer from 230 to 101 Human Resources			\$ 91,150
General Fund	101-4300-700-7101	101-11000-2008-56020	Transfer from 230 to 101 Municipal Clerk			\$ 8,406
General Fund	101-4230-700-7101	101-11000-2001-56020	Transfer from 230 to 101 City Manager			\$ 426
Misc Projects	230-0000-650-8705	230-30400-5102-58040	Transfer from 230 to 101 General Fund Depts.		\$ (1,145,621)	
Misc. Projects	230-0000-100-1101	230-21800-0001-10101	Transfer to General Fund Cash	\$ (1,145,621)		
Misc. Projects	101-0000-100-1101	101-11000-0001-10101	Transfer to General Fund Cash	\$ 1,145,621		
General Fund	230-0000-890-9868	230-21800-0001-61200	Transfer From 230 to 101	\$ -	\$ -	\$ 1,145,621
General Fund	101-0000-890-9768	101-11000-0001-61100	Transfer to 101 from 230			\$ (1,145,621)
General Fund	101-0000-890-9818	101-11000-0001-61200	Transfer to 216 Misc. Projects from 101	\$ -	\$ -	\$ 130,000
General Fund	101-0000-100-1101	101-11000-0001-10101	Transfer to 216 Misc. Projects from 101	\$ (130,000)		\$ -
Street Imp. Fund	216-0000-890-9914	216-21600-0001-61100	Transfer from General Fund			\$ (130,000)

Street Imp. Fund	216-0000-720-7413	216-21600-5002-54030	Maint Street Repairs		\$		130,000
Violent Crime Victim Assistants	205-0000-430-5391	205-21100-0001-47110	Law Enforcement Violent Crime Victim Assist	\$		70,000	
Violent Crime Victim Assistants	205-0000-700-6605	205-21100-3001-51050	Seasonal Employees		\$		70,000
EMS Medical Service	206-0000-430-5302	206-20600-0001-47090	Emergency Medical Grant	\$		100,000	
EMS Medical Service	206-0000-710-7114	206-20600-3003-56070	EMS Supplies		\$		20,000
EMS Medical Service	206-0000-740-7203	206-20600-3003-57050	Training/Seminars		\$		15,000
EMS Medical Service	206-0000-740-7305	206-20600-3003-55030	Other Professional Services		\$		10,000
EMS Medical Service	206-0000-740-7324	206-20600-3003-57999	Educational/Recreational		\$		15,000
EMS Medical Service	206-0000-740-8004	206-20600-3003-58020	Equipment		\$		30,000
EMS Medical Service	206-0000-740-8007	206-20600-3003-58080	Vehicles		\$		10,000
General Fund	101-0000-890-9720	101-11000-0001-61200	Transfer to 214 MAP Match from 101	\$	-	\$	90,000
General Fund	101-0000-100-1101	101-11000-0001-10101	Transfer to 214 MAP Match from 101	\$	(90,000)	\$	-
Street Co-op Projects	230-0000-890-9767	230-21800-0001-61100	Transfer to 214 MAP Match from 101			\$	(90,000)
Street Co-op Projects	230-0000-650-8705	230-3400-5102-58040	Mountain View Match - L400699 Project			\$	90,000
Senior Center	282-0000-540-5794	282-21900-0001-47699	ARPA MOA San Miguel County		\$	25,000	
Senior Center	282-0000-750-8004	282-21900-0001-58020	Equipment		\$		25,000
State Fire Grant	203-20900-450-5305	203-20900-0001-47100	FY 24 Carryover to FY 25/Equipment		\$	96,107	
State Fire Grant	203-20900-710-8004	203-20900-3002-58020	FY 24 Carryover to FY 25/Equipment		\$		96,107
Legislative Appropriation	217-0000-430-5503	217-30300-2002-47300	Lutheran Lane - Project No. C4243305	\$	-	\$	150,000.00
Legislative Appropriation	217-0000-780-8148	217-30300-2002-58999	Lutheran Lane - Project No. C4243305		\$	150,000.00	
Traffic Safety -STEP	253-0000-430-5885	253-29900-0001-47399	DOT STEP Grant		\$	18,192.00	
Traffic Safety -STEP	253-0000-710-6613	253-29900-2002-51060	DOT STEP Grant		\$		18,192.00



Michelle Lujan Grisham
Governor

Patrick M. Allen
Cabinet Secretary

October 16, 2024

City of Las Vegas
1700 N. Grand Ave.
Las Vegas NM 87701

Dear Sir/Mam:

In accordance with the Terms of Rules Governing in Emergency Medical Services Fund Act, DOH 7.27.4 NMAC, a warrant in the amount of **\$100,000.00** is authorized for disbursement on behalf of the following local recipient (s) in accordance with their approved applications:

City of Las Vegas Fire Dept. - \$100,000.00

These funds from the Local Funding Program of the EMS Fund Act for FY 25 (July 1, 2024 – June 30, 2025) must be accounted for in accordance with the rules set forth by the New Mexico Department of Finance and Administration, Local Government Division, and the EMS Fund Act Rules 7.27.4 NMAC.

In order to keep our records in order, we are asking that each Applicant (Fiscal Agent) submit an itemized expenditures report for FY24 EMS Fund Act Local Funding Award (July 1, 2023 – June 30, 2024). If you administer funds for more than one (1) Local recipient, please submit a report for each.

If you have any questions, please contact me at (505) 476-8233 or by e-mail at rachel.marquez@doh.nm.gov

Sincerely,
Rachel Marquez
EMS Fund Act Coordinator



City of Las Vegas

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

Mayor David Romero

MEMORANDUM

TO: Morris Madrid, Finance Director

From: 
Daniel Gurule, Public Works Manager

DATE: January 15, 2025

RE: Budget Increase

The Public Works Department is requesting a budget increase in the amount of \$90,000.00 for the City's matching funds for 2024/2025 Municipal Arterial Program (MAP) grant. The City was unsuccessful in receiving a match waiver for the matching funds.

Attached are the approved agenda, resolution and letter of denial for matching funds for your reference.

Please contact me if you have any questions or need further information, thank you.

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



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

Meeting Date: February 14, 2024

Date Submitted: 01/31/24

Department: Public Works

Item/Topic: Request approval of Resolution No. 24-05 to apply for and assuring of matching funds for the Municipal Arterial Program Grant (MAP) for a total project amount of \$360,000.00. The City of Las Vegas will be contributing their share of 25% (\$90,000.00) , New Mexico Department of Transportation's share being 75% (\$270,000.00) for pavement maintenance on 74,574 square feet on Mountain View Drive.

Fiscal Impact: Assuring availability of matching funds in the amount of \$90,000.00.

Attachments: Resolution No. 24-05, cost estimate, location map.


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 1/25/24



City Manager

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved on 2/14/2024

Continued To: _____

Referred To: _____

Denied _____

Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 24-05

**A RESOLUTION TO APPLY FOR AND ASSURING THE AVAILABLE
MATCHING FUNDS FOR THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION (NMDOT) MUNICIPAL ARTERIAL PROGRAM
(MAP)**

WHEREAS, the City of Las Vegas ("City") will be applying to the New Mexico Department of Transportation ("NMDOT") for a Municipal Arterial Program Grant (the "Grant") for construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction to Mountain View Drive;

WHEREAS, the City expects the amount of the projects to be a total of \$360,000.00; and

WHEREAS, the City would have to contribute 25% (\$90,000.00) in order to receive the Grant of (75%) \$270,000.00 for a total amount of \$360,000.00; and

WHEREAS, improvements are needed on these Street's for the safety and well being of the residents of the City and others who utilize these streets.

WHEREAS, if the City is successful in receiving the Grant, it will be used for road improvements on 74,574 square feet on Mountain View Drive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on Mountain View Drive in the City of Las Vegas.

APPROVED AND ADOPTED this 14th day of February 2024.



David Romero, Mayor

ATTEST:



Casandra Fresquez, City Clerk



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

November 27, 2024

Daniel Gurule, Public Works Manager
City of Las Vegas
1700 N Grand Ave
Las Vegas, New Mexico 87701

Project No: L400699

Dear Public Works Manager Gurule:

We regret to inform you that your application for the Local Government Road Fund Match Waiver Program for the 2025 fiscal year was not approved. Attached is the financial analysis provided to us by the Local Government Division of DFA. Please review the Financial Analysis, if you feel it is inaccurate or incomplete, please provide me supplemental documents by December 31, 2024. A secondary review will be granted if applicable.

If you have any questions or comments, please contact me at (505) 699-9946 or Clarissa.martinez@dot.nm.gov.

Sincerely,

Clarissa Martinez
State Grants Manager, NMDOT

C: District 4 Engineer
District 4 LGRF Coordinator

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Vacant
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico
Department of Finance
and Administration

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

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

Local Government Division
Jeannette Gallegos, Acting Division Director

September 11, 2024

Ms. Clarissa Martinez, LGRF Program Coordinator
Project Oversight Division
NM Department of Transportation
PO Box 1149
Santa Fe, NM 87504-1149

Dear Ms. Martinez:

We are in receipt of your letter dated **August 5, 2024**, in which you are requesting a financial assessment for a local government's participation in the Local Government Transportation Project Fund hardship match waiver program. Per your request, the attached Local Government Division (LGD) financial analysis is provided and is intended for use by the New Mexico Department of Transportation (NMDOT) to assist in your determination for hardship qualification of the **City of Las Vegas**.

As shown in the attached financial analysis, the City of Las Vegas reflects the following estimated, available cash balances after deducting their required reserve amounts:

General Fund: **\$ 2,165,420**

In addition, the attached financial analysis provides information based on the approved operating budget for Fiscal year 2025 as compared to the actual year-to-date revenues, transfers and expenditures through the period ending June 30, 2024.

Based upon the information gathered in this financial analysis, and furthermore as per NMAC 18.27.3.8G, it appears that the City of Las Vegas **can** provide the local match. However, it is understood, that final assessment of financial hardship will be determined by the Department of Transportation.

If you need further assistance, please contact Kathleen Coates at 505-487-3907.

Sincerely,

DocuSigned by:

Jeannette Gallegos

029E740B753A461
Jeannette Gallegos, Acting Division Director
DFA, Local Government Division

xc: Kathleen Coates, LGD Budget and Finance Analyst

DEPARTMENT OF FINANCE AND ADMINISTRATION
 LOCAL GOVERNMENT DIVISION
 FINANCIAL ANALYSIS SUMMARY
 FY 24-25

11-Sep-24
 DFA/LGD/BFB

MUNICIPALITY: City of Las Vegas

AMOUNT OF REQUEST \$75,000.00 ACTIVITY DOT Local Government Transportation Project Fund waiver request

BUDGET (Current approved, including any budget adjusting resolutions)

	Beginning Cash Balance	Estimated Resources	Transfers	Budgeted Expenditures	Estimated Ending Cash Balance	Earmarked Funds LGD Reserve Requirement	Other	Non-Earmarked Funds (available cash)
FY25 Approved Budget								
GENERAL FUND	\$11,073,236	\$15,673,200	(\$2,951,240)	\$19,896,716	\$3,898,480	\$1,658,060	\$0	\$2,240,420
STREET FUND	\$395,961	\$1,377,000	(\$15,654)	\$1,703,580	\$53,727	\$0	\$0	\$53,727

ACTUALS (per latest Financial Quarterly Reports)

Quarter:	Beginning Cash Balance	Actual Revenues	Transfers	Actual Expenditures	Ending Cash Balance
1st					
2nd					
3rd					
4th (6/30/24) X					
GENERAL FUND	\$9,115,790	\$16,280,360	(\$1,024,310)	\$13,298,606	\$11,073,234
MUNICIPAL STREET FUND	\$264,358	\$1,337,160	(\$15,654)	\$1,189,903	\$395,961

VARIANCE: Budget vs. Actuals

	Revenues	Transfers	Expenditures
GENERAL FUND	104%	35%	67%
MUNICIPAL STREET FUND	97%	100%	70%

POTENTIAL IMPACT

If entity were to not to receive hardship status, the net impact on available cash:
 (formula: Available Cash less Hardship Request Amount = Potential Fund Impact)

	Available Cash	Hardship Request Amount	Potential Fund Impact
General Fund	\$2,240,420	\$ 75,000	\$2,165,420
Municipal StreetFund	\$53,727	\$ 75,000	(\$21,273)
Total of all available cash	\$2,294,147	\$75,000	\$2,219,147 *

* See detail tab for how figure arrived at

COMMENTS: Expenditures do not exceed revenue in both funds; GF revenue is above the 100%. However, in Municipal Street fund it will pose an ending deficit, GF will be able to support cost.

Agreement / Contract
No. 4164-24
City of Las Vegas
Date



MEMORANDUM OF AGREEMENT
between
San Miguel County and
City of Las Vegas for ARPA Funding
for the
San Miguel Senior Center

This Memorandum of Agreement is made and entered this 9th day of December, 2024, by and between the County of San Miguel, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Las Vegas, a political subdivision of the State of New Mexico (hereinafter referred to as the "City"), whose address is 1700 N. Grand Avenue, Las Vegas, NM 87701.

RECITALS

WHEREAS, San Miguel County received funding through the American Rescue Plan Act in 2022 and 2023; and

WHEREAS, the County Commission did allocate some of these funds to a Senior Center in San Miguel; and,

WHEREAS, the City of Las Vegas operates the senior centers in San Miguel County; and,

WHEREAS, the County Commission did request that the allocated funds be expended on items for entertainment and recreation, as opposed to administration; and,

WHEREAS, the City of Las Vegas agrees to accept these funds and expend them as requested by the County;

NOW, THEREFORE, in consideration of the recitals and obligations of the parties as expressed herein, both San Miguel County and the City of Las Vegas do hereby agree as follows:

ARTICLE I

Scope of Services. The County shall pay to the City the sum of \$25,000, for expenditure of items of entertainment and recreation at the San Miguel Senior Center. Those items identified include but are not limited to a bingo machine, digital sign, computers, desks, games, puzzles, cards, storage shed, treadmill, gardens and tablets.

ARTICLE II- Responsibilities of Parties.

- A. The County shall be responsible for paying the lump sum of \$25,000 to the City for these expenditures, upon receipt of an invoice from the City.
- B. The County shall be responsible for reporting to the Federal Treasury for the funds.

MOA w LV for ARPA Funds (San Miguel Senior Center)

2024

Page 2 of 3

- C. The City shall be responsible for invoicing the County for the funds.
- D. The City shall be responsible for purchasing the equipment, as outlined in this Agreement, for the San Miguel Senior Center.
- E. The City shall be responsible for submitting to the County, a list of equipment, costs and vendors equaling the \$25,000.

ARTICLE III

Term and Termination. This MOA shall become effective upon final execution by both parties and shall automatically terminate on June 30, 2025. This MOA may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. This MOA may be terminated by either party upon seven (7) days' written notice, with or without cause.

ARTICLE IV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and by US Postal Service or Email. Notices shall be sent to the following:

San Miguel County
Joy Ansley, County Manager
500 W. National Ave., Ste. 201
Las Vegas, NM 87701
(505)425-9333
jansley@co.sanmiguel.nm.us

City of Las Vegas
Tim Montgomery, City Manager
1700 N. Grand Avenue
Las Vegas, NM 87701
(505)454-1401
tmontgomery@lasvegasnm.gov

ARTICLE VI

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

ARTICLE VII

Third Party Beneficiary Clause. This Lease Agreement Amendment is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death,

MOA w LV for ARPA Funds (San Miguel Senior Center)

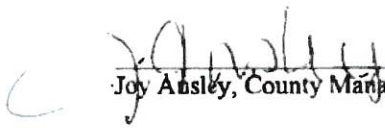
2024

Page 3 of 3


bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to this Agreement.


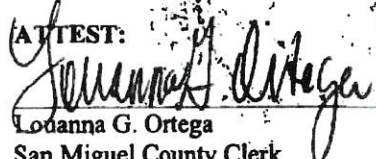
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

SAN MIGUEL COUNTY


Joy Ansley, County Manager

Approved as to legal sufficiency:



Ambrosio E. Castellano Jr.
San Miguel County Attorney


ATTEST:

Lodanna G. Ortega
San Miguel County Clerk

City of Las Vegas


Tim Montgomery, City Manager

Approved as to legal Sufficiency:


City of Las Vegas Attorney


Cassandra Fresquez, City Clerk

Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Interim Cabinet Secretary



Ali Rye
Deputy Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary

Randy Varela
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

September 4, 2024

Fire Chief, Steven Spann
City of Las Vegas Fire District

Reference: City of Las Vegas Fire Department FY'24 – '25 Carryover

Dear Chief Spann,

In response to your correspondence dated July 31, 2024, you are hereby authorized to carry and earmark Fire Protection Fund monies for FY 2024/2025.

PPE, Station Equipment - \$96,106.77.

The **City of Las Vegas** fire department is authorized to carry over Fire Protection Fund monies for the purchase of the **request listed above.**

If you have any questions about this report, please do not hesitate to contact me at 505-469-4716.

Sincerely,

Josh Duran
Fire Department Inspector

XC, Mr. Derrick Rodriguez, Battalion Chief Fire Service Support Bureau



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

Meeting Date: 2/12/25

Date Submitted: 1/31/25

Department: Public Works

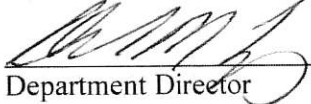
Item Topic: Request approval of Resolution 25-03 to accept a Capital Appropriation Grant Offer in the amount of \$150,000.00 for a fiscal year 2025, administered by the New Mexico Department of Transportation (NMDOT). NMDOT share being 100% or \$150,000.00 of amount awarded for the plan, design, and construction of road improvements on Lutheran Lane to include the intersection at Collins Drive.

Fiscal Impact: None

Attachments:

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

Approved for submittal by:

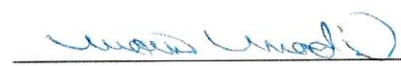


Department Director



City Manager

Reviewed by:



Finance Director

City Attorney (Approved as to Form)

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

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

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

RESOLUTION

25-03

City of Las Vegas

**PARTICIPATION IN A CAPITAL APPROPRIATION GRANT PROGRAM
ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, the total cost of the project will be \$150,000.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 100% or \$150,000.00

and

b. City of Las Vegas's proportional matching share shall be 0%

TOTAL PROJECT COST IS \$150,000.00

City of Las Vegas shall pay all costs, which exceed the total amount of \$150,000.00

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

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

The agreement terminates on June 30, 2028 and the City of Las Vegas incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Las Vegas to enter into Cooperative Agreement for Project Control Number CN4243305 with the New Mexico Department of Transportation for a Capital Appropriation Project for year 2025 for the plan, design and construction of road improvements on Lutheran Lane to include the intersection at Collins Drive within the control of the City of Las Vegas in Las Vegas, San Miguel County, New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.))

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

Contract Number: _____
Vendor Number: 0000054343
Control Number: C4243305

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Las Vegas, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 75, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I3305 NMDOT Control Number C4243305 **\$150,000**

APPROPRIATION REVERSION DATE: 6/30/2028

Laws of 2024, Chapter 66, Section 33, Subsection 75, One Hundred Fifty Thousand Dollars and No Cents (\$150,000), to plan, design and construct road improvements on Lutheran lane, including the intersection at Collins drive, in Las Vegas in San Miguel county .

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand Dollars and No Cents \$150,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, (), which equals () (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Vegas
Name: Danny Gurle
Title: Public Works Supervisor

Address: 1700 North Grand Avenue, Las Vegas, New Mexico 87701
Email: dgurule@ci.las-vegas.nm.us
Telephone: 505-652-8750

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 4 Office
Name: John Herrera
Title: Capital Outlay District Coordinator
Address: P.O. Box 10, Las Vegas, NM 87710
Email: JohnA.Herrera@dot.nm.gov
Telephone: 505-398-6143

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and

- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Vegas's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Vegas or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Vegas or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Aaron Frankland or Designee

Its: Deputy General Counsel

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information				II. Payment Computation			
<i>(Make sure information is complete & accurate)</i>							
A.	Grantee:			A.	Payment Request No.		
B.	Address:			B.	Grant Amount:		
<i>(Complete Mailing, including Suite, if applicable)</i>				C.	AIPP Amount <i>(if applicable)</i> :		
				D.	Funds Requested to Date:		
				E.	Amount Requested this Payment:		
				F.	Reversion Amount <i>(if applicable)</i> :		
				G.	Grant Balance:		
C.	Phone No:			H.	<input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <i>(attach wire if first draw)</i>		
D.	Grant No:			I.	<input type="checkbox"/> Final Request for Payment <i>(if applicable)</i>		
E.	Project Title:						
F.	Grant Expiration Date:						
III. Fiscal Year :							
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</i>							
IV.	<input type="checkbox"/> Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.						
V.	<input type="checkbox"/> Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.						
Grantee Fiscal Officer				Grantee Representative			
<i>or Fiscal Agent (if applicable)</i>							
Printed Name				Printed Name			
Date:				Date:			
(State Agency Use Only)							
Vendor Code:		Fund No.:		Loc No.:			
I certify that the State Agency financial and vendor file information agree with the above submitted information.							
Division Fiscal Officer				Division Project Manager			
Date				Date			

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMDOT ATTACHMENT A

The City of Las Vegas shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Las Vegas shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



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

Meeting Date: February 12, 2025

Date Submitted: 01/31/25

Department: Parks

Item/Topic: Request approval of Resolution No. 25-04 to apply for and assuring of matching funds for the Congestion Mitigation and Air Quality (CMAQ) grant for a total project amount of \$1,456,814.77. The City of Las Vegas will be contributing their share of 14.56% (\$212,112.23), New Mexico Department of Transportation's share being 85.44% (\$1,244,702.54) the plan, design, construction, reconstruction, pavement rehabilitation, ADA compliant walkways, drainage improvements, construction management and miscellaneous construction on the Riverwalk Trail from Bridge Street to Mills Avenue.

Fiscal Impact: Assuring availability of matching funds in the amount of \$212,112.23.

Attachments: Resolution No. 25-04, cost estimate

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, NEW MEXICO
Resolution No. 25-04

A RESOLUTION TO APPLY FOR AND ASSURING AVIALABLITY OF MATCHING FUNDS FOR THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Las Vegas ("City") will apply to the New Mexico Department of Transportation ("NMDOT") for a CMAQ grant (the "Grant") for planning, designing, construction, reconstruction, pavement rehabilitation, ADA compliant walkways, drainage improvements, construction management, and miscellaneous construction on the Riverwalk walkway; and

WHEREAS, the City expects the amount of the project to be a total of \$1,456,814.77; and

WHEREAS, the City would have to contribute 14.56% (\$212,112.23) in order to receive the Grant of \$1,244,702.54 (85.44%) for a total amount of \$1,456,814.77 to include New Mexico gross receipts tax; and

WHEREAS, improvements are needed on the Riverwalk for the safety and well being of the residents of the City and others who utilize the walkway; and

WHEREAS, if the City is successful in receiving the Grant, it will be used for the improvements of the Riverwalk from Bridge Street (BOP) to Mills Ave (EOP) for a total length being 4,425 feet; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 14.56% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for phase III Riverwalk improvements from Bridge Street to Mills Avenue.

APPROVED AND ADOPTED this _____ day of February 2025.

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS, NEW MEXICO
2025 River Walk Project

Engineer's Opinion of Probable Construction Cost

River Walk Trail - Bridge Street to Mills Avenue (Length =4425')

1/13/2025

SEQ. NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	201000	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
2	203000	Unclassified Excavation	CY	1,000	\$ 50.00	\$ 50,000.00
3	207000	Subgrade Preparation	SY	5,700	\$ 12.00	\$ 68,400.00
4	303160	Base Course - 6"	SY	5,700	\$ 20.00	\$ 114,000.00
5	416000	Minor Paving - 2-1/2"	SY	5,700	\$ 35.00	\$ 199,500.00
6	570425	18" Storm Drain Pipe	LF	250	\$ 150.00	\$ 37,500.00
7	601000	Removal of Structures and Obstructions	LS	1	\$ 10,000.00	\$ 10,000.00
8	601110	Removal of Surfacing	SY	4,000	\$ 10.00	\$ 40,000.00
9	602010	Rip Rap Class B	CY	50	\$ 300.00	\$ 15,000.00
10	603281	SWPPP Plan Preparation and Maintenance	LS	1	\$ 5,000.00	\$ 5,000.00
11	606001	Single Face W-Beam Guardrail	LF	100	\$ 100.00	\$ 10,000.00
12	606053	End Treatment W Beam End Anchor	EA	4	\$ 4,500.00	\$ 18,000.00
13	608106	Concrete Paving - 6"	SY	50	\$ 85.00	\$ 4,250.00
14	618000	Traffic Control Management	LS	1	\$ 10,000.00	\$ 10,000.00
15	621000	Mobilization	LS	1	\$ 100,000.00	\$ 100,000.00
16	623059	Modified Median Drop Inlet (Urban Grate)	EA	3	\$ 12,000.00	\$ 36,000.00
17	632000	Class A Seeding	ACRE	1.0	\$ 5,000.00	\$ 5,000.00
18	632020	Class C Seeding	ACRE	1.0	\$ 20,000.00	\$ 20,000.00
19	701000	Panel Signs	SQ.FT.	45	\$ 50.00	\$ 2,250.00
20	701100	Steel Post and Base Post for Aluminum Panel Signs	LN.FT.	45	\$ 50.00	\$ 2,250.00
21	702810	Traffic Control Devices for Construction	LS	1	\$ 5,000.00	\$ 5,000.00
22	704000	Retroreflectorized Painted Markings 4"	LF	17,000	\$ 2.50	\$ 42,500.00
23	801000	Construction Staking By the Contractor	LS	1	\$ 25,000.00	\$ 25,000.00
24		Solar LED Lighting	LS	1	\$ 200,000.00	\$ 200,000.00
25		Landscape Amenities	LS	1	\$ 20,000.00	\$ 20,000.00
26		Decorative Fencing	LF	300	\$ 165.00	\$ 49,500.00
SUBTOTAL CONSTRUCTION						\$ 1,094,150.00
NMGR @ 8.1458%						\$ 89,127.27
CONTINGENCIES @ 5%						\$ 54,707.50
SURVEY, ENGINEERING & CONSTRUCTION MANAGEMENT @ 20%						\$ 218,830.00
TOTAL CONSTRUCTION COST						\$ 1,456,814.77



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

Meeting Date: February 12, 2025

Date Submitted: January 13, 2025

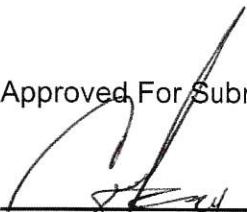
Department: Police

Item/Topic: Requesting approval to accept Project Agreement from the New Mexico Department of Transportation, Traffic Safety Division in the amount of \$18,192.00. This grant will be used by the Las Vegas Police Department for overtime to conduct ENDWI, Buckle-Up, Selective Training Enforcement Program (S.T.E.P.) operations throughout the City.

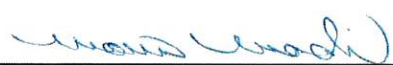
Fiscal Impact: None

Attachments: Award Letter and Project Agreement

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

Approved For Submittal By:


Department Director

Reviewed By:


Finance Director



City Manager

City Attorney (Approved as to Form)

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

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

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



MEMORANDUM

Date: Nov 26 2024 1:14PM
To: Ricky Serna, Cabinet Secretary
Through: Shannon Glendenning, Director, Traffic Safety Division
Through: Amber Montoya, Staff Manager
From: Steve Lujan, Program Manager
Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and City of Las Vegas

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner, District 1

Gary Tonjes
Commissioner District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman District 3

Walter G. Adams
Commissioner, Chairman District 4

Thomas C. Taylor
Commissioner District 5

Charles Lundstrom
Commissioner, Secretary District 6

- 1. TSD Program Manager Steve Lujan Phone # (505) 709-7861 will oversee the project(s).
2. The Consolidated Agreement provides funding to Las Vegas, City of to conduct the following project(s) and activities as shown below.
- ENDWI - \$9,592.00 (BIL 164 Transfer Funds)
- BKLUP -\$2,920.00 (State Road Fund)
- STEP - \$5,680.00 (State Road Fund)
3. The agreement will be effective from date of last signature to 9/30/2025.
4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)



City of Las Vegas
 Michael Lopez-Lieutenant
 318 Moreno Street
 Las Vegas, NM 87701

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2025 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
05-AL-64-050	BIL 164 Transfer Funds	20.608	69A37524300001640NMA	4/30/2024	\$9,592.00
05-OP-RF-050	State Road Fund				\$2,920.00
05-PT-RF-050	State Road Fund				\$5,680.00

2 CFR Subpart F 200.500-521

(a) Audit required. A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Michelle Lujan Grisham
 Governor

Ricky Serna
 Cabinet Secretary

Commissioners

Chandelle Sisneros
 Commissioner,
 District 1

Gary Tonjes
 Commissioner
 District 2

Hilma E. Chynoweth
 Commissioner, Vice
 Chairman
 District 3

Walter G. Adams
 Commissioner, Chairman
 District 4

Thomas C. Taylor
 Commissioner
 District 5

Charles Lundstrom
 Commissioner, Secretary
 District 6



Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$1,000,000 during your agency's fiscal year 2024, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {24}."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI Small - 1 DWI in 36 hours

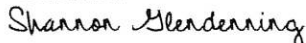
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

DocuSigned by:

DE03EFF386681
Shannon Glendenning, Director,
Traffic Safety Division

Enclosure

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and Las Vegas, City of (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. End Driving While Impaired (**ENDWI**), Project No. 05-AL-64-050, \$9,592.00;
 - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 05-OP-RF-050, \$2,920.00;
 - c. Selective Traffic Enforcement Program (**STEP**), Project No. 05-PT-RF-050, \$5,680.00;
 - d. Total Funding awarded per this Agreement \$18,192.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A - ENDWI; Exhibit B - BKLUP/CIOT; Exhibit C - STEP;**
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.
5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:
- a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature
 - b. If sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; an
 - c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21
 - b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; If the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above
 - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
 - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
 - e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

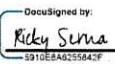
to the Grantee at:
City of Las Vegas
Attn: Michael Lopez - Lieutenant
318 Moreno Street
Las Vegas, NM 87701

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates on September 30, 2025, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the parties.
17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.
18. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
19. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

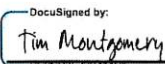
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Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:  _____ Date: 1.10.25
Cabinet Secretary or Designee

Las Vegas, City of

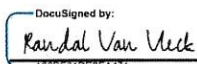
By:  _____ Date: 01/07/2025

Title: City Manager

Approved as to form and legal sufficiency.

By:  _____ Date: 12/27/2024
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By:  _____ Date: 12.30.2024
Counsel for Las Vegas, City of

- 1. Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) in high crash locations, identified in data compiled by local, state, or federal government agencies, included in the Grantee's Operational Plan, and as negotiated between the Department and the Grantee. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media, and educational activities. SCs must be scheduled to be staffed by at least five (5) officers as required by City of Las Cruces v. Bentancourt, 1987-NMAC-039, and must last a minimum of four (4) hours. The number of officers staffing an SC must meet the amount required by Bentancourt but not exceed the number detailed in the Grantee's Operational Plan. If the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the Invoice for these services. The Department may deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
- 2. Definitions.** For purposes of this exhibit, the following definitions apply:

 - "Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
 - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.
 - "Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
 - "Winter Superblitz Period"** means November 16, 2024 to January 1, 2025.
 - "St. Patrick's Day Mini Superblitz Period"** means March 9 to March 17, 2025.
 - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2025.
 - "National Occupant Protection Mobilization Click It Or Ticket Period"** means May 19 to June 1, 2025.
 - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2025.
 - "National DWI Mobilization Period"** means August 15 to September 1, 2025.
 - "Summer enforcement Period"** means June 18, 2025 to September 20, 2025.
- 3. Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department;
- b. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- c. pay, including overtime, for officers' attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
- d. overtime costs for officers or authorized personnel to support activities directly related to the SCs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
- e. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
- f. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$9,592.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$9,592.00

7. **Goals.** Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol-impaired fatalities, with reductions each year through 2026.

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 16, 2024 to January 1, 2025.

"St. Patrick's Day Mini Superblitz Period" means March 9 to March 17, 2025.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2025.

"National Occupant Protection Mobilization Click It or Ticket period" means May 19 to June 1, 2025.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2025.

"National DWI Mobilization Period" means August 15 to September 1, 2025.

"Summer enforcement period" means June 18, 2025 to September 20, 2025.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025 on a form approved by the Department. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.
- b. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
- c. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
- d. assistance at child safety seat clinics or car seat fitting stations.
- e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. Reporting. *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico Law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding. The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,920.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,920.00

7. Goals.

- a. Projected annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 122.7 occupant fatalities, with reductions each year through 2026.
- b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.

**SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD** Project Number: 05-PT-RF-050

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 19, 2025 through September 21, 2025.*

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.**

The Department will pay the Grantee for the actual cost paid to personnel that worked DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025 on a form approved by the Department. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.
- b. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this Exhibit C; and
- c. training for officers as approved by the Department. Pay for travel and traffic safety related training
- d. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7

-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP.** . The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$5,680.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$5,680.00

7. **Goals.**

- a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State’s Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State’s efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.
- b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State’s comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol impaired fatalities, with reductions each year through 2026.
- c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State’s comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 122.7 occupant fatalities, with reductions each year through 2026.
- d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.
- e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2024 five-year target of 450.0 fatalities, with reductions in 2025 and 2026.
- f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2024 five-year target of 1,018.6 serious injuries, with reductions through 2026.

- g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2024 five-year average target of 49.8 motorcyclist fatalities, with reductions each year through 2026.
- h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2024 annual target of 60 under -21 fatal crashes, with reductions each year through 2026.
- i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. To assist the State with responding to these projected rises in fatalities, the NMDOT plans to work with NHTSA to facilitate a pedestrian program assessment in 2024. The State has set a 2024 annual target of 95 pedestrian fatalities, with reductions each year through 2026.
- j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2024 five-year average target of 6.0 bicyclist fatalities, with reductions each year through 2026.

Appendix A to Part 1300-Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: New Mexico

Fiscal Year: 2025

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300-Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_082720_I0.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received -
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are 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 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement 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);
- *Federal-Aid Highway Act of 1973*, (23 USC. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *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);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens 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, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing 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* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- Executive Order 13988, *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT) **(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, 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 undersigned, 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 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-LLL, "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, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was

- placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. **The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180 and 1200.** You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 9. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-
PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the

- recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

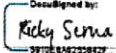
SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of

- Indian tribes (23 U.S.C. 402(1)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
 5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
 6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to-
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148 (a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
 7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
 8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

[Click here to validate form fields and permit signature](#)

Designated by:

 5776342259427

7/31/24
 07/31/24

Signature Governor's Representative for Highway Safety

Date

Ricky Serna
 RICKY SERNA

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:	TS05339		
Government Unit:	City of Las Vegas		
Contract term:	(1/10/2025 – 09/30/2025)		
Supplier Number:	0000054343	Address ID:	

Grantee Contact Info

Project Director and Title:		Michael Lopez - Lieutenant	
Phone:	(505) 652-8266	E-mail:	mike_lopez@lasvegasnm.gov
Agency Name:	City of Las Vegas		
Address:	318 Moreno Street		
City, State ZIP:	Las Vegas, NM 87701		

TSD Contact Info

Program Manager:	Steve Lujan	Phone:	(505) 709-7861
TSD Finance:	Clarice Marien	Phone:	(505) 629-7968

Budget Breakdown

Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	05-AL-64-050	\$9,592.00	10010	5000000000	412181
BKLUP	05-OP-RF-050	\$2,920.00	20100	5100000000	412182
STEP	05-PT-RF-050	\$5,680.00	20100	5100000000	412183
Total		\$18,192.00			

PO Entered by TSD Finance:	<i>Clarice Marien</i>	Date:	1/13/2025
PO Approved by Contracts:	<i>Morris Portales</i>	Date:	1/13/2025

Comments:

2025-NM-00508 - Law Enforcement Violent Crime FY25 - 2025

Claim Details

Funding Opportunity: 08320-STATE- Law Enforcement Violent Crime Victim Assistants FY2023
Program Area: State Funding
Status: Submitted
Claim Number: 010
Claim Type: Reimbursement
Reporting Period: 08/24/2024 - 09/20/2024
Final Request: Yes
Funded:
Batch Name:
Vendor Number:
Check Number:
Paid Date:
Project Start/End Date: 07/01/2024 - 06/30/2025

Initial Submit Date: Jan 23, 2025 2:40 PM
Initially Submitted By: RAELENE LOPEZ
Last Submit Date: Jan 23, 2025 3:29 PM
Last Submitted By: RAELENE LOPEZ
Approved Date:

Contact Information

Primary Contact Information

Name: Salutation RAELENE D LOPEZ
First Name Middle Name Last Name
Title: Office Manager
Email*: rlopez@lasvegasm.gov
Address*: 318 MORENO STREET

LAS VEGAS New Mexico 87701
City State/Province Postal Code/Zip
Phone*: 505-425-7504 3115
Phone Ext.
###-###-####
CELL: ###-###-####

Organization Information

Name*: City of Las Vegas, Las Vegas Police Department
Organization Type*: Municipal Government
Tax Id: 85-6000149

Organization Website: <https://www.lasvegasnm.gov/>
Payment Address*: 1700 N Grande Ave
 Las Vegas New Mexico 87701-1700
 City State/Province Postal Code/Zip
 Las Vegas New Mexico Zip Code
 City State
Phone*: (505) 425-7504 3115
 ###-###-#### Ext.
Fax: (505) 425-6346
 ###-###-####
E-mail Address*: jtafoya@lasvegasnm.gov

Reimbursement

Budget Category	Details	Expenses		Prior Expenses (Paid)	Available Balance Total (Unpaid)	Match Expenses Contract Match	Match Expenses This Period	Prior Match Total	Remaining Match Requirement	Match Percentage	Total Claim Amount	
		Contract Budget	This Period									
Personnel												
Violent Crimes Victim Assistant	Destiny Pacheco	\$49,920.00	\$1,864.80	\$720.00	\$2,584.80	\$47,335.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,864.80
		\$49,920.00	\$1,864.80	\$720.00	\$2,584.80	\$47,335.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,864.80
Personnel Benefits												
Violent Crimes Victim Assistant	Destiny Pacheco Social Security FICA	\$3,095.00	\$147.87	\$44.64	\$192.51	\$2,902.49	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$147.87
Violent Crimes Victim Assistant	Destiny Pacheco Social Security Medicare	\$724.00	\$0.00	\$10.44	\$10.44	\$713.56	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Violent Crimes Victim Assistant	Destiny Pacheco Retirement	\$5,391.00	\$200.68	\$81.36	\$282.04	\$5,108.96	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$200.68
Violent Crimes Victim Assistant	Destiny Pacheco Medical Insurance	\$4,836.00	\$0.00	\$0.00	\$0.00	\$4,836.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Violent Crimes Victim Assistant	Destiny Pacheco Worker's Comp	\$1,706.00	\$2.30	\$0.00	\$2.30	\$1,703.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2.30
Violent Crimes Victim Assistant	Destiny Pacheco RHCA	\$998.00	\$35.52	\$14.40	\$49.92	\$948.08	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35.52
Violent Crimes Victim Assistant	Destiny Pacheco Dental Insurance	\$194.00	\$0.00	\$0.00	\$0.00	\$194.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

Violent Crimes Victim Assistant	Destiny Pacheco Vision Insurance	\$36.00	\$0.00	\$0.00	\$0.00	\$36.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
		\$16,980.00	\$386.37	\$150.84	\$537.21	\$16,442.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	.00%	\$386.37
Instate Travel													
Travel Expense		\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
		\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Maintenance/Repairs													
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	.00%	\$0.00
Supplies													
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	.00%	\$0.00
Contractual/Consultants													
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	.00%	\$0.00
Operation Costs													
Equipment		\$2,000.00	\$1,347.77	\$0.00	\$1,347.77	\$652.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,347.77
Telephone		\$600.00	\$31.65	\$0.00	\$31.65	\$568.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31.65
		\$2,600.00	\$1,379.42	\$0.00	\$1,379.42	\$1,220.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	.00%	\$1,379.42
Capital Outlay													
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	.00%	\$0.00
Out of State Travel/Other													
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	.00%	\$0.00
Total		\$70,000.00	\$3,630.59	\$870.84	\$4,501.43	\$65,498.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	.00%	\$3,630.59

Invoice Supporting Documentation

Description	File Name	Type	Size	Upload Date
Equipment Purchase	EQUIP PURCHASE-MCTIMADVOCATE.pdf	pdf	563 KB	01/23/2025 03:22 PM
Invoice for 2 pay periods	CVRC-DV-8.24.24 TO 9.20.24.pdf	pdf	181 KB	01/23/2025 03:22 PM
Payroll register PPY19	ESS REPORT-D PACHECO PPY19.pdf	pdf	126 KB	01/23/2025 03:22 PM
PPY 20 payroll register	PPY20 D PACHECO.pdf	pdf	129 KB	01/23/2025 03:22 PM
Revised Invoice	CLV-AwardAccountingSheet 1.23.24.xlsx	xlsx	47 KB	01/23/2025 03:29 PM

Invoice Advice

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Advice	✓	Pay Period 19 payroll report	ESS REPORT-D PACHECO PPY19.pdf	pdf	126 KB	01/23/2025 02:56 PM