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 November 20, 2024-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. <u>CALL TO ORDER</u>
- II. <u>ROLL CALL</u>
- III. <u>PLEDGE OF ALLEGIANCE</u>
- IV. <u>MOMENT OF SILENCE</u>
- V. <u>APPROVAL OF AGENDA</u>
- VI. <u>PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes</u> per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)

VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

• Proclamation for "Small Business Saturday" on November 30, 2024"

VIII. COUNCILORS' REPORTS

IX. POLICE CHIEF'S REPORT

- X. <u>FINANCE REPORT</u>
- XII. <u>CONSENT AGENDA</u> (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). NONE

XIII. <u>BUSINESS ITEMS</u>

1. Conduct a Public Hearing and Approval of a Variance to place a doublewide home on property located at 919 New Mexico Avenue.

Lucas Marquez, Community Development Director On Monday, October 28, 2024 the Planning and Zoning Commission held a public hearing and discussed an application for a Variance to place a second dwelling on the property belonging to Bernadine Lujan at 919 New Mexico Avenue the property is short of the necessary square footage by roughly 1500 square feet. The Planning and Zoning Commission are recommending approval of the application.

2. Request approval to award Request for Proposal #2025-11 On-Call services for maintenance & emergency repairs to the City's natural gas systems and enter into contract.

David Marquez RFP #2025-11 was advertised in the Las Vegas Optic, Albuquerque Journal and City Website on 9/27/24. There was one (1) proposal, Dublee LLC's.

3. Request approval of Resolution No. 24-27, Fiscal Year 2026 Section 5311 Grant Application Funding Requests.

Lucas Marquez, Community Development Director The City Las Vegas Transportation Department is required to apply for section 5311 Grand funding annually. This application includes all documents required to comply under FTA and NMDOT guidelines and lists all expenses with calculated amounts based on previous years. The ratios of the local match are 80/20 for Administration expenses, 50/50 for Operating expenses and 80/20 for Capital expenses.

4. Consideration to approve the 2025 Holiday Leave and Pay Period Calendar for the City of Las Vegas employees.

Tim Montgomery, City Manager and Darlene Arguello, HR Director As per Personnel Ordinance Article XI. Leave and Fringe Benefits, Section 66-51 Holiday Leave (A) Paid holidays – The City Council shall schedule 92 hours of holiday leave per year to be designated annually by administrative regulation.

5. Consideration to approve the restructuring of the Parks & Recreation Department Organizational Chart by placing the department under the direction of the Executive Office/City Manager, removing the Director position, adding a Parks Manager, combining the positions of Adult Program Coordinator and Youth Program Coordinator and modifying the job title as a Programs Coordinator and restructuring the Chain of Command.

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

6. Request approval of Contract with AECOM for the Peterson Dam Replacement Project -Phase 3 Final Design and Phase 4 Engineering during construction scope of work.

Travis Martinez, Water Director The total cost for both phases is \$2,493,380.00.

7. Discussion/Action regarding Las Vegas Night.

Mayor David Romero

8. Request approval to reschedule the December 11, 2024 regular Council Meeting to December 10, 2024.

Mayor David Romero

XIV. ADJOURN

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

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

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





Monthly Report October 2024

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) - Oct. 1 thru Oct. 31 2024.

- a. <u>154</u> Traffic Citations
- b. <u>8</u> Non-Traffic Citations
- c. <u>19</u> Parking Citations
- d. 37 Arrests Made
- e. <u>3</u> Animal Control
- f. <u>4</u>Burglary Calls/<u>2</u> OI's generated
- g. <u>1298</u> Calls for Service

II. Communication Division (Dispatch) - Oct. 1 thru Oct. 31 2024.

- a. <u>1569</u> Total Calls for Service
- b. <u>1298</u> Incoming Calls for Police Department
- c. <u>195</u> Incoming Calls for Fire Department
- d. <u>180</u> Incoming Calls for AMR Medic
- e. 99 Incoming Calls for Animal Control
- f. <u>37</u> Incoming Calls for City Service
- g. 639 Incoming Calls for 9-1-1

III. Animal Care Center Statistics - Oct. 1 thru Oct. 31 2024.

	Dogs	<u>Cats</u>	<u>Total</u>
Beginning Shelter Count	63	9	72
Intake from Public (Live Dogs & Cats ONLY)	50	13	63
Adoptions	8	2	10
Outgoing Transfers to Org. Outside Community/Coalition	59	0	59
Return to Owner/Guardian	3	0	3
Dogs & Cats Euthanized			
Healthy	2	0	2
Unhealthy/untreatable	2	0	2
Died or lost in shelter	1	4	5
Ending Shelter Count	40	16	56

October Events

- → Shelter dogs were taken to Highlands for midterm therapy at Melody Park
- → One full time Animal Care Tech was hired (Rachel Wells).
- → -Boofest 10/31/24





- \rightarrow -Volunteers have taken some dogs to adoption events in Edgewood, El Dorado, etc
- → -Travis Martinez and Adrian Allemand assisted the shelter manager in getting the RFP for Shelter Plan and Design published, will be out on Nov. 8th thru Nov. 21.

Upcoming November Events

→ -Howl-oween Pet Festival was rescheduled from Oct 19 to November 9th

ACC Vacancies

→ Two (2) Part-Time Animal Care Technicians

IV. Information Division (Records) - Oct. 1 thru Oct. 31 2024.

- a. <u>95</u>Offense Incident Reports Closed
- b. 27 Traffic Accident Reports Closed
- c. <u>184</u> Citations Entered
- d. <u>151</u>Customers Attended
- e. <u>310</u> Documents Scanned
- f. <u>16 City of Las Vegas IPRA's Completed</u>

Information Division (Records) continuing to work on:

- → Indexing 2013-2017 Reports for Destruction Order
- → Continuing Training New Employee (Dani Cartee)
- → Records staff completed Conducting a Records Inventory & Purge Training
- → New Employee (Danie Cartee) attended Training for IPRA

V. <u>Street Crimes Investigations/Narcotics/Evidence- Oct. 1 thru Oct. 31 2024.</u>

Street Crimes Unit Cases:

- a. <u>06</u> Assigned Cases (Investigated for Follow-Up)
- b. 32 Self Initiated
- c. <u>8</u> Arrests Made
- d. <u>3</u> Search Warrants
- e. <u>6</u>Closed Cases
- f.

Evidence Seized by Investigators:

- a. 06 Grams Cocaine
- **b.** <u>5</u> Fentanyl Pills
- c. <u>08</u> Suboxone Strip



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

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

<u>2024.</u>

Entered into Evidence/Evidence worked on:

- a. <u>100</u> Evidence Cases In
- **b.** <u>280</u> Evidence Items Turned In
- c. <u>4</u> property items released
- d. <u>20</u> cases at NMRCFL
- e. <u>2</u>Firearms Seized (Patrol)
- **f.** <u>1</u> gram of methamphetamine (patrol)
- **g.** <u>1</u> strip of suboxone (patrol)
- h. <u>1168</u> IPRA request CD-R/DVD-R
- i. 8 pills fentanyl
- j. <u>1</u> Gram Marijuana

Notes:

 \rightarrow Detectives answered 55 calls for service during the month of October.

VII. <u>Travel/Training - Oct. 1 thru Oct. 31 2024.</u> <u>Information Only Travel:</u>

 \rightarrow Eleven (11) Information only Travel for the month of October

<u>Trainings:</u>

- → Sergeant of Investigations attended the 9000 OP basic Intoxilyzer training in Albuquerque, NM on October 22, 2024
- → New recruit In-service was conducted on October 7, 2024 thru November 8, 2024
- → One (1) Records clerk attend the OMA/IPRA Training in Albuquerque, NM on October 29, 2024









VIII. <u>Recruiting & Vacancies - Oct. 1 thru Oct. 31 2024.</u>

Recruitment:

Lieutenant Lautalo has put together an Active Recruitment list for October 2024.

- → <u>Police Officers-</u> Five (5) applicants are interested in the vacant position of (uncertified) Police Officer.
- → <u>Communication Specialist-</u> Three(3) applicants are interested in the vacant positions of Communications Specialist (Dispatcher).
- → <u>Animal Control-</u> one (1) applicant is interested in the vacant position for Animal Control.
- → <u>Violent Crimes Victims Advocate</u> -one (1) applicants are interested in the vacant position

Hired:

→ Two (2) Police Officers (Uncertified)

Note:

- → Contact was made with applicants/inquiries
- → Training for new hires will commence in October
- → Several applicants were removed from the active list due to no continued contact/withdrawn app..

IX. <u>Community Events Officers Assisted/Participated - Oct. 1 thru Oct. 31 2024.</u>

- ★ East west Football game-10/11/24
- ★ 2024 NMHU Homecoming Parade
- ★ DE National Takeback 10/26/24
- ★ BOO FEST 10/31/24





X. <u>Vacancies as of October 2024:</u>

- a. <u>1</u> Police Commander
- **b.** <u>2</u> Police Lieutenant (Field Ops)
- c. <u>1</u> Police Sergeant (Field Ops)
- d. <u>2</u> Investigator
- e. <u>1</u>Narcotic Agent Sergeant
- **f.** $\underline{1}$ Narcotics Agent
- g. <u>7</u> Police Officers
- h. 2 Communication Specialist (Dispatcher) FT
- i. <u>2</u> Communication Specialist (Dispatcher)PT
- j. <u>1</u> Communication Manager
- **k.** <u>2</u> Animal Control Officer
- I. <u>2</u>Part-time Animal Care Technicians
- m. 1_Victims Advocate

Total: 25 Vacancies

XI. <u>New Hires October 2024:</u>

- → Non-Cert. Santana Baca- 10/07/2024
- → Non-Cert. Justin Ramirez- 10/07/2024

GENERAL FUND REVENUE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

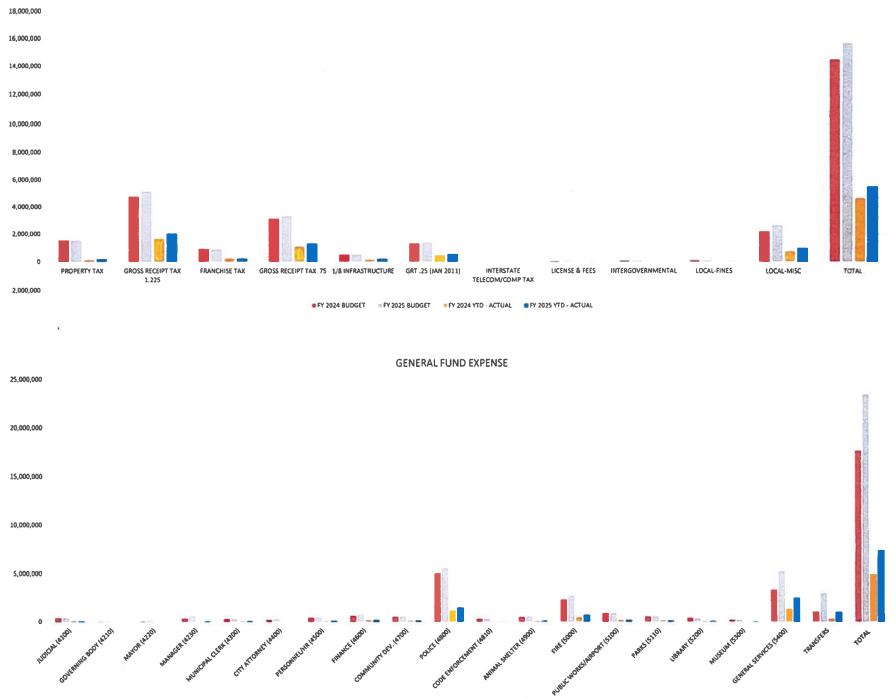
	Total Budget to Actual Comparison										
	Α	В	С	D	E	G					
						(E/B)					
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	FY 2025					
-	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL						
PROPERTY TAX	1,530,000	1,530,000	510,000	142,202	183,797	12%					
GROSS RECEIPT TAX 1.225	4,720,000	5,100,000	1,700,000	1,661,796	1,970,049	39%					
FRANCHISE TAX	900,000	900,000	300,000	253,994	235,170	26%					
GROSS RECEIPT TAX .75	3,100,000	3,300,000	1,100,000	1,089,702	1,291,836	39%					
1/8 INFRASTRUCTURE	500,000	530,000	176,667	171,775	202,586	38%					
GRT .25 (JAN 2011)	1,300,000	1,400,000	466,667	451,804	513,435	37%					
INTERSTATE TELECOM/COMP TAL	0	0	0	32,314	(1,576)	#DIV/01					
LICENSE & FEES	64,000	67,000	22,333	18,710	30,691	46%					
INTERGOVERNMENTAL	85,000	85,000	28,333	29,259	22,499	26%					
LOCAL-FINES	121,000	105,500	35,167	32,001	25,785	24%					
LOCAL-MISC	2,165,663	2,655,700	885,233	739,905	964,105	36%					
TOTAL	14,485,663	15,673,200	5,224,400	4,623,461	5,438,376	35%					

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

FISCAL YEAR 2025												
	Total Budg	to Actual C	<u>Comparison</u>									
	Α	B	С	D	E	F	Н					
							(E/B)					
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	FY 2025	%					
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	BDGT					
JUDICIAL (4100)	428,159	441,873	147,291	139,818	105,727	336,146	24%					
GOVERNING BODY (4210)	66,870	66,895	22,298	22,569	21,561	45,334	32%					
MAYOR (4220)	83,882	114,685	38,228	4,615	9,499	105,186	8%					
MANAGER (4230)	371,780	627,445	209,148	77,246	100,640	526,805	16%					
MUNICIPAL CLERK (4300)	329,540	351,363	117,121	109,721	115,180	236,183	33%					
CITY ATTORNEY (4400)	238,748	350,660	116,887	13,996	36,782	313,878	10%					
PERSONNEL/HR (4500)	468,198	486,475	162,158	126,017	143,849	342,626	30%					
FINANCE (4600)	643,295	812,232	270,744	200,049	213,682	598,550	26%					
COMMUNITY DEV. (4700)	555,983	612,503	204,168	154,751	174,751	437,752	29%					
POLICE (4800)	4,938,861	5,591,101	1,863,700	1,134,939	1,445,324	4,145,777	26%					
CODE ENFORCEMENT (4810)	360,177	358,222	119,407	69,357	57,532	300,690	16%					
ANIMAL SHELTER (4900)	536,559	590,730		107,910	146,485	444,245	25%					
FIRE (5000)	2,247,916	2,715,479	905,160	484,247	733,596	1,981,883	27%					
PUBLIC WORKS/AIRPORT (5100)	871,430	944,852	314,951	223,082	209,089	735,763	22%					
PARKS (5110)	574,355	619,800	206,600	161,233	172,836	446,964	28%					
LIBRARY (5200)	432,142	352,863	117,621	108,819	126,763	226,100	36%					
MUSEUM (5300)	250,653	237,607	79,202	49,512	59,241	178,366	25%					
GENERAL SERVICES (5400)	3,248,800	5,212,220	1,737,407	1,274,563	2,425,098	2,787,122	47%					
TRANSFERS	1,024,309	2,951,240	983,747	341,343	983,439	1,967,801	33%					
TOTAL	17,671,657	23,438,245	7,812,748	4,803,788	7,281,072	16,157,173	31%					

Deficit to Date (1,842,695)

GENERAL FUND REVENUE



FY 2024 BUDGET FY 2025 BUDGET FY 2024 YTD - ACTUAL FY 2025 YTD - ACTUAL

ENTERPRISE FUNDS-REVENUE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

Total Budget to Actual Comparison									
	Α	В	С	D	E	G			
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	(E/B) %			
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	BUDGET			
WASTE WATER (610)	3,321,800	3,321,800	1,107,267	1,053,732	1,087,583	33%			
NATURAL GAS (620)	8,037,000	8,037,000	2,679,000	957,429	665,916	8%			
SOLID WASTE (630)	3,440,900	3,440,900	1,146,967	1,176,823	1,234,241	36%			
WATER (640)	5,174,220	5,174,220	1,724,740	1,687,910	1,727,245	33%			
Total of Enterprise Funds	19,973,920	19,973,920	6,657,973	4,875,894	4,714,985	24%			

ENTERPRISE FUNDS-EXPENDITURES COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) **FISCAL YEAR 2025**

	<u>Total Budget</u> <u>to Actual</u> <u>Comparison</u>							
	Α	В	С	D	E	F		Н
								(E/B)
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	FY 2025		%
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	VAR.	BUDGET
	3,674,338	4,355,689	1,451,896	1,127,789	1,401,182	2,954,507	(313,599)	32%
	8,788,237	8,859,405	2,953,135	1,254,556	1,026,469	7,832,936	(360,553)	12%
	4,383,168	4,551,589	1,517,196	1,309,853	1,393,584	3,158,005	(159,342)	31%
	5,669,847	20,870,871	6,956,957	780,724	1,946,827	18,924,044	(219,582)	9%
Is	22,515,590	38,637,554	12,879,185	4,472,922	5,768,061	32,869,493	(1,053,076)	15%

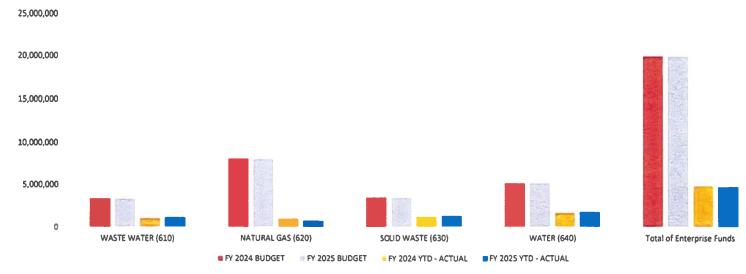
WASTE WATER(610) NATURAL GAS (620) SOLID WASTE (630) WATER (640) Total of Enterprise Fund

67

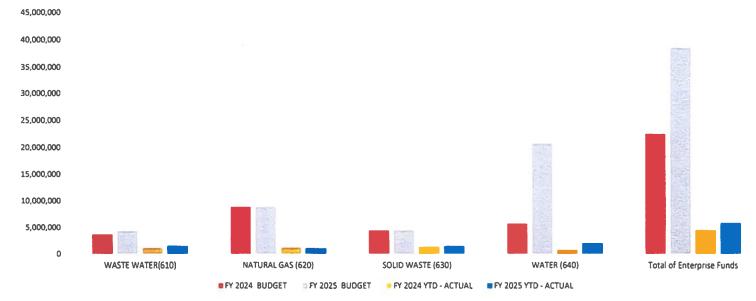
Deficit to Date

(1,053,076)

ENTERPRISE REVENUE



ENTERPRISE EXPENSE



RECREATION DEPARTMENT-REVENUE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

	Α	В	С	D	E		G (E/B)
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025		
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL		% REV
WELLNESS CENTER	120,572	100,000	33,333	42,234	17,956		18%
OPEN SWIM	15,000	10,000	3,333	2,084	(24)		0%
YABL/ADULT BASKETBALL	15,000	10,000	3,333	0	14,498		145%
SUMMER FUN PROGRAM	100,000	25,000	8,333	2,575	(420)		-2%
RECREATION-OTHER	118,500	138,000	46,000	4,266	12,279	44,289	9%
GEN FUND TRANSFER	420,686	2,347,617	782,539	140,173	782,226		33%
TOTAL	789,758	2,630,617	876,872	191,330	826,515		31%
		282.000					

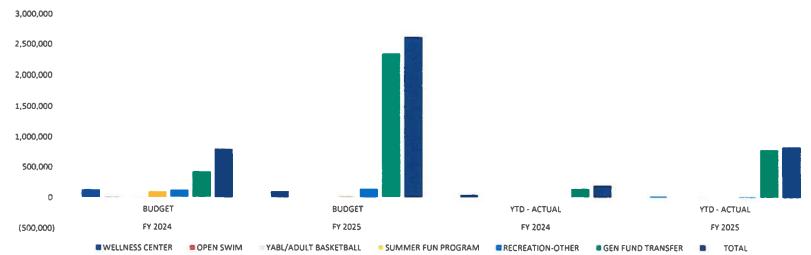
283,000

RECREATION DEPARTMENT- EXPENDITURE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

	A	В	C	D	E	F	H (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	\ /
EMPLOYEE EXP.	734,694	867,536	289,179	188,210	198,262	669,274	23%
YABL/ADULT BASKETBALL	13,000	13,000	4,333	0	2,896	10,104	22%
OTHER OPERATING EXP.	179,850	1,794,850	598,283	71,176	24,800	1,770,050	1%
TOTAL	927,544	2,675,386	0 891,795	259,386	225,958	2,449,428	8%
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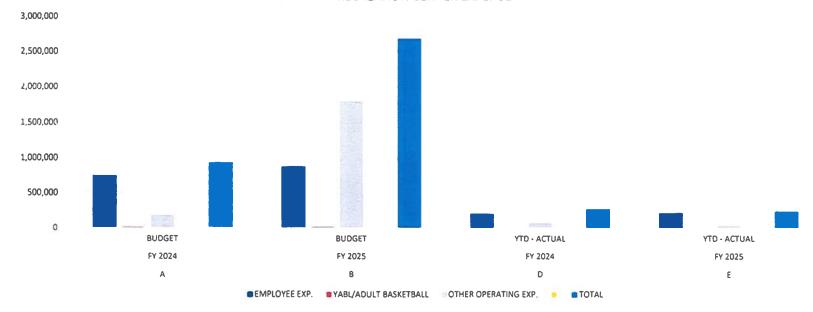
Surplus to Date 6

600,557



RECREATION CENTER REVENUE

RECREATION CENTER EXPENSE



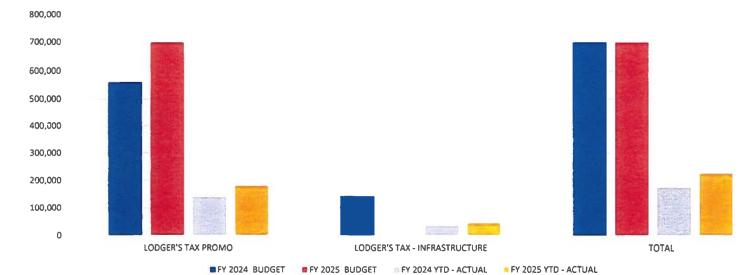
LODGERS TAX PROMOTION - REVENUE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

	Α	в	С	D	E	G
						(E/B)
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	% REV
LODGER'S TAX PROMO	560,000	700,000	233,333	139,006	179,811	26%
LODGER'S TAX - INFRASTRUCTURE	140,000	0	0	34,752	44,953	#DIV/0 !
TOTAL	700,000	700,000	233,333	173,758	224,763	32%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

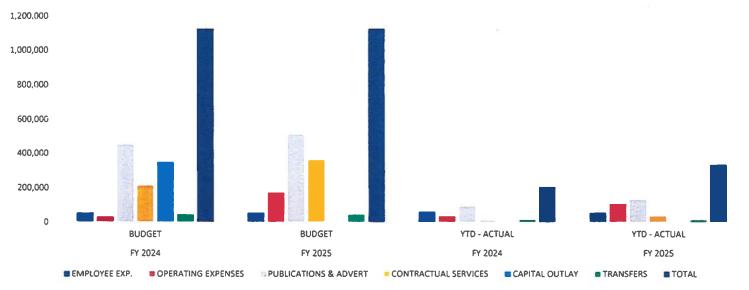
	Α	В	С	D	E	F	н
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	50,000	50,000	16,667	56,527	52,566	(2,566)	0%
OPERATING EXPENSES	27,600	166,464	55,488	31,066	104,074	62,390	63%
PUBLICATIONS & ADVERT	450,000	511,136	170,379	91,746	130,208	380,928	25%
CONTRACTUAL SERVICES	212,400	357,400	119,133	7,500	30,000	327,400	8%
CAPITAL OUTLAY	345,000	0	0	0	0	0	#DIV/0!
TRANSFERS	40,000	40,000	13,333	13,328	13,328	26,672	33%
TOTAL	1,125,000	1,125,000	375,000	200,167	330,176	794,824	29%

Deficit to date (105,412)



LODGER'S TAX REVENUE

LODGER'S TAX EXPENSE



CANNABIS - REVENUE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

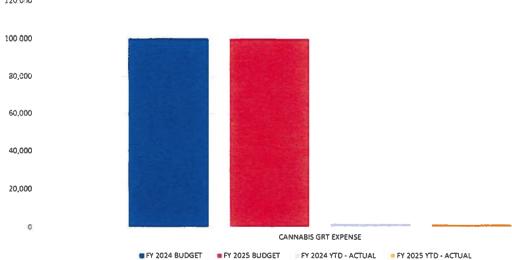
	A	B	С	D	E	(E/B)
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	% REV
CANNABIS GRT	100,000	100,000	33,333	52,189	34,129	34%
CANNABIS - CD	0	0	0	2,850	550	#DIV/01
CANNABIS - PD	0	0	0	300	0	#DIV/0!
TOTAL	100,000	100,000	33,333	52,189	34,679	35%

CANNABIS - EXPENDITURE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

Α	В	С	D	E	F	н
						(E/B)
FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	FY 2025	%
BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	BDGT
100,000	100,000	33,333	1,566	1,024	98,976	1%
100,000	100,000	33,333	1,566	1,024	98,976	1%
	BUDGET 100,000	BUDGET BUDGET 100,000 100,000	BUDGET BUDGET YTD - BUDGET 100,000 100,000 33,333	BUDGET BUDGET YTD - BUDGET YTD - ACTUAL 100,000 100,000 33,333 1,566	BUDGET BUDGET YTD - BUDGET YTD - ACTUAL YTD - ACTUAL 100,000 100,000 33,333 1,566 1,024	BUDGET BUDGET YTD - BUDGET YTD - ACTUAL YTD - ACTUAL AVAIL. BAL. 100,000 100,000 33,333 1,566 1,024 98,976

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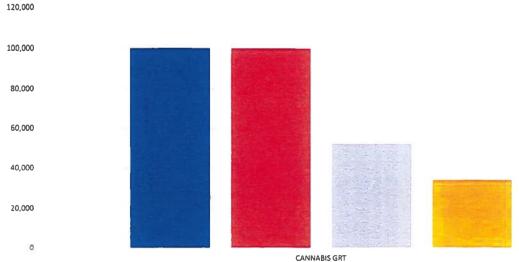
Surplus to Date 33,655



120 000

CANNABIS EXPENSE





CANNABIS REVENUE

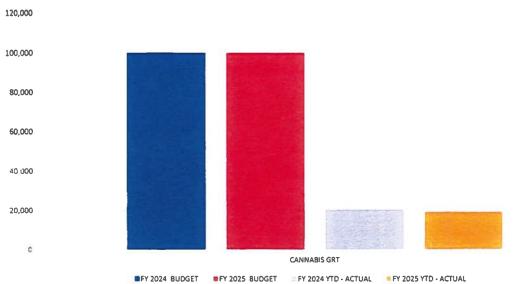
OPIOID - REVENUE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

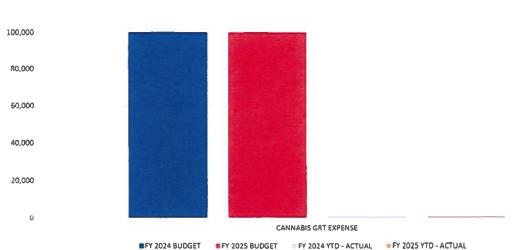
	Α	В	C	D	E	G (E/B)
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	% REV
ABATEMENT OPIOID	1,118,898	200,000	50,000	19,487	62,903	31%
ABATEMENT OPIOID - PD	0	0	0	0	0	#DIV/0!
ABATEMENT OPIOID - FD	0	0	0	0	0	#DIV/0!
TOTAL	1,118,898	200,000	50,000	19,487	62,903	31%

OPIOID - EXPENDITURE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

	Α	В	С	D	E	F	Н
							(E/B)
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	FY 2025	%
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	BDGT
ABATEMENT OPIOID - SUPPLIES	100,000	200,000	50,000	16,498	4,848	195,152	2%
TOTAL	100,000	200,000	50,000	16,498	4,848	195,152	2%

Surplus to Date 58,055





OPIOID EXPENSE

120,000

OPIOID REVENUE

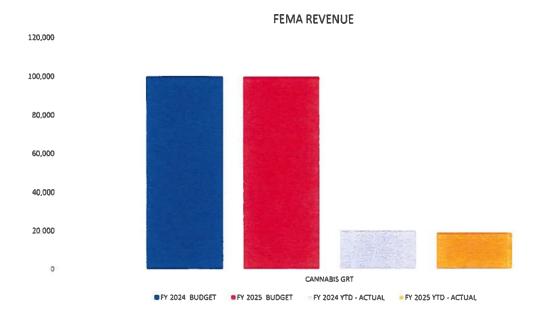
FEMA - REVENUE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

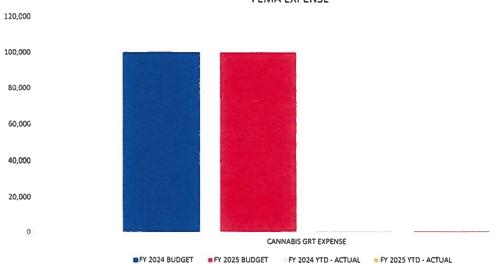
	A	В	С	D	E	G (E/B)
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	% REV
FEMA - DISASTER FUNDING	0	14,956,000	4,985,333	0	5,608,958	38%
FEMA - DHS DISASTER FUNDING		140,000,000	46,666,667		98,000,000	
FEMA - EXECUTIVE ORDER		750,000	250,000		0	
TOTAL	0	155,706,000	51,902,000	0	103,608,958	67%

FEMA - EXPENDITURE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

	Α	в	С	D	ε	F	н
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 Y <u>T</u> D - BUDG <u>ET</u>	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
FEMA - DISASTER FUNDING	0	14,956,000	4,985,333	0	6,303,715	8,652,285	42%
FEMA - DHS DISASTER FUNDING		140,000,000	46,666,667		2,016,013		
FEMA - EXECUTIVE ORDER		750,000	250,000				
TOTAL	0	155,706,000	51,902,000	0	8,319,727	8,652,285	5%

Surplus to Date 95,289,231





FEMA EXPENSE

GENERAL FUND REVENUE COMPARISON THRU OCTOBER 31, 2024 - 33% YEAR LAPSED (4 of 12 months) FISCAL YEAR 2025

Cash	11/13/2024
General Fund Pooled Cash (Southwest Capital)	\$ 28,094,039.38
Enterprise Funds Pooled Cash (Community 1st)	\$ 14,159,394.91
TOTAL	\$ 42,253,434.29
Investments/Equivalents	
Certificates of Deposit	
Southwest Capital Bank	\$ 5,000,000.00
Local Government Investment Pool	\$ 113,552,686.27
TOTAL	\$ 118,552,686.27
TOTAL AVAILABLE CASH / INVESTMENTS	\$ 160,806,120.56
Current Yield	4.8.%
	4.8



CITY OF LAS VEGAS COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 20, 2024

Date Submitted: 11/12/24

Department: Community Dev.

Item/Topic: Request to enter into Public Hearing for a Variance to place a Doublewide home on property located at 919 New Mexico Avenue

On Monday October 28, the Planning and Zoning Commission met at a public hearing and discussed an application for a Variance to place a second dwelling on the property belonging to Bernadine Lujan at 919 New Mexico Avenue the property is short of the necessary square footage by roughly 1500 square feet

Fiscal Impact: \$

Attachments: Financial Records

Committee Recommendation: The Commission after discussion decided to recommend approval of the application

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

Approved For Submittal By:

Reviewed By:

wou **Finance Director**

Department 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

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

Mayor David Romero

November 12th, 2024 Bernadine Lujan 919 New Mexico Avenue Las Vegas NM, 87701

Dear Ms. Lujan

This is to formally give you notice that the Planning & Zoning/Board Of Adjustments at a public hearing held on October 28th, 2024 recommended approval of your Variance Application for placement of a new mobile home on the property located at 919 New Mexico Avenue. The City Council will consider the Boards recommendation at their regular meeting to be held on Wednesday, November 20th, 2024 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 questions, please feel free to contact me at (505) 454-1401, ext. 1608 or via email at: cortiz@lasvegasnm.gov

Sincerely,

Charles Ortiz Planning & Zoning Coordinator

David Ulibarri Councilor Ward I Michael Montoya Councilor Ward 2 Barbara Casey Councilor Ward 3 Marvin Martinez Councilor Ward 4 **City of Las Vegas**



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

Mayor David Romero

AGENDA CITY OF LAS VEGAS BOARD OF ADJUSTMENT / PLANNING & ZONING COMMISSION Regular Meeting & Public Hearing Monday, October 28, 2024 @ 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/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. PLEDGE OF ALLEGIANCE
- **II. CALL TO ORDER**
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES Regular meeting minutes from July 29, 2024
- VI. SWEARING IN OF NEW BOARD MEMBER Star Ford
- VI. PUBLIC COMMENTS
- **V. NEW BUSINESS**

a. Conduct a Public Hearing regarding a Variance Application for Bernadine Lujan at 919 New Mexico Avenue followed by Discussion and Recommendation regarding the Variance request.

b. Conduct a Public Hearing regarding a Variance Application for James Frakes at 1402 10th Street followed by Discussion and Recommendation regarding the Variance request.

VI. OTHER BUSINESS

VII. 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

MINUTES OF THE CITY OF LAS VEGAS PLANNING AND ZONING BOARD MEETING HELD ON MONDAY, JULY 29, 2024, AT 4:00 P.M. IN THE CITY HALL COUNCIL CHAMBERS. 1700 N. GRAND AVE., LAS VEGAS, NM 87701.

Board Members present: Mike Sweeny Andrew Salazar Kerry Rodriguez Travis Regensberg

Board Members absent:	Oliver L'esperance – excused
	Community Development Director
Also present:	Scott Zunker – C D Administrative filter Charles Ortiz, Planning & Zoning Coordinator Billy Rodgers, Applicant for Gonzales Funeral Home
	Fabiola Sanchez
	Carmen Gomez
	Star Ford

Pledge of Allegiance – Kerry Rodriguez led the attendees in the Pledge.

Kerry Rodriguez called the meeting to order at 4:01 P.M. Call to order: П.

Roll Call: Board Members present: Mike Sweeney III. Andrew Salazar Kerry Rodriguez Travis Regensberg

Board Members absent: Oliver L'esperance -excused

Approval of Agenda: IV.

I.

Travis Regensberg moved to approve the agenda as presented. Mike Sweeney seconded the motion. Roll Call Vote: - Yes Mike Sweeney Andrew Salazar -Yes Travis Regensberg - Yes Kerry Rodriguez - Yes Motion was approved - with all voting in favor.

Mr. Billy Rogers gave information on the Crematorium unit from Cremation Systems and how it operates and how the unit would be installed; information supplied by Mr. Rodgers is attached. He also read information from the EPA. He stated the need for such a Crematorium as otherwise families would have long wait times if they had to use services in Belen or Española. Kerry Rodriguez asked if they would do work for other funeral homes and the answer was yes. He also asked about a maintenance agreement and Mr. Rogers stated that there would be a maintenance agreement in place. It was noted that the unit would be 6' X 12.8" and the stack would be 15 feet high. A concrete deck that would hold 12 tons would need to be installed. Once approved the process would take approximately 4 to 5 months.

Ms. Fabiola Sanchez spoke against the granting the request. She stated that her aunt had asked her to do so. She stated that she had information from the website of the Cremation Society of Milwaukee and stated information regarding emission of particles into the atmosphere and was concerned that it is located in a residential area and near a school. She asked the Board to not approve the request.

<u>ACTION:</u> Travis Regensberg moved to approve the request for the Special / Conditional Use Permit for Gonzales Funeral Home. Mike Sweeney seconded the motion.

Roll Call Vote:

Mr. Rodriguez	-	Yes
Mr. Salazar	-	Yes
Mr. Sweeney	-	Yes
Travis Regensbe	rg -	Yes

VII. Other Business:

Welcome to Travis Regensberg, newest Member of the Board.

VIII. Adjournment:

<u>ACTION:</u> Travis Regensberg moved to adjourn the meeting. Mike Sweeney seconded the motion. Motion was approved – with all voting in favor.

Meeting was adjourned at 5:00 P.M.

Minutes approved on _____

Signature

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.

Design & Review Board RECORD PROPER

Applicant/ Petitioner	Bernadine Lujan
Owner	Bernadine Lujan
Location	919 New Mexico Avenue
Hearing Date	Monday October 28, 2024 at 4:00 PM

ACTION REQUESTED

Ms. Lujan is requesting approval for a variance application to place her new mobile home.

BACKGROUND

The Property currently has 8,503 total square footage. Ms. Lujan does need a minimum of 10,000 square feet because there is already an existing dwelling on the property and 5,000 square feet per dwelling is required.

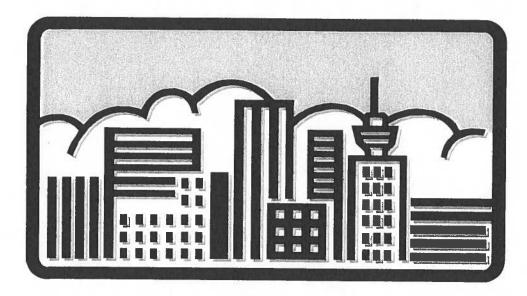
EXHIBITS

Exhibit

No.	Description, Document name, and number of pages
1	Variance Application, 8 pages
2	Letter to Applicant, 1 Page
3	Overhead Aerial Of Property,1 page
4	Zoning Map Overhead, 1 page
5	Proposed Site Plan Of Mobile Home, 1 page
6	Letter of Intent, 1 page
7	Warranty Deed, 1 page
8	Survey Map 1 page
9	List of 100 Ft letter Sent Out, 3 pages
10	Notice of Public Hearing Images, 2 pages

Exhibit

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CITY OF LAS VEGAS VARIANCE APPLICATION PACKET

\$125.00 NON-REFUNDABLE APPLICATION FEE AS PER ORDINANCE NO. 04-13 PASSED & ADOPTED AUGUST 18, 2004.

CITY OF LAS VEGAS, NM (605) (#84-1401 DATE : 1/16/2024 10:36 AM CPER : Plexis (3) : ALEXIS YEADAMS · 14 : 15 REL : 01049667 "SHO ELTIDING PERMITS 125.00 REPAILSELIJAN 919 NM AVE VARIANCE 100 "B-to 125.00 101-0060-420-5222 -125.00 Hand By: HERMADINE LUJAN 919 NM AVE 1071A 2 CHECK 125.00 REF: 19-672558261 APP_IED 125.00 TENDERED 125.00 CHANGE . 0.50

Variance

Permission to depart from the literal requirements of a zoning ordinance is called a variance. It is a zoning adjustment which permits minor changes of district requirements where individual properties are both harshly and uniquely burdened by the strict application of the law. The power to vary is restricted, and the degree of variation is limited to the minimum change necessary to overcome the inequality inherent in the property. No variation may be granted which would adversely affect surrounding property or the general neighborhood.

Variance Hardship

A departure from the provisions of a zoning ordinance relating to setbacks, side yards, frontage requirements, and lot size, that if applied to a specific lot would present practical difficulties in the use of the property. Hardship relates to the physical characteristics of the property, and without the variance, the property becomes unusable.

NOTICE TO APPLICANTS

A variance is the means by which an adjustment is made in the application of the specific regulations of a zoning ordinance to particular piece of property. It permits minor changes of district requirements where individual properties are both harshly and uniquely burdened by the strict application of the law. The power to vary is restricted and the degree of variation is limited to the minimum change necessary to overcome the inequality inherent in the property.

A variation recognizes that the same district requirements do not affect all properties equally. It was invented to permit minor changes to allow hardship properties to enjoy equal opportunities with similarly zoned properties. It must be proven that said land is affected by special circumstances or unusual conditions. These must result in uncommon hardship and unequal treatment under the strict application of the zoning ordinance.

An applicant must prove that the combination of the zoning ordinance and the uncommon conditions of the property prevents you from making any reasonable use of the land as permitted by your present zoning district. Since zoning regulated land, not people, the following conditions cannot be considered pertinent to the application for a variation: (1) proof that a variation would increase the financial return from the land, (2) personal hardship, (3) self-imposed hardship. In the last case, the recognition of conditions created after the enactment of the zoning ordinance would encourage and condone violation of the law.

No variation may be granted which would adversely affect surrounding property or the general neighborhood. All variations must be in harmony with the intent and purposes of the zoning ordinance.

PROCEDURES

Application Process

Variance applications can be obtained from the City Community Development Department, 1700 North Grand Ave., or on the City of Las Vegas website at <u>www.lasvegasnm.gov</u> under Community Development Forms. Review request with Zoning Official. Complete and submit application including:

- Letter of Intent or statement of request
- Name of project
- Address
- Property size/acreage
- Copy of current deed to the land and authorization form (if applicant and owner are not the same)
- Zoning classification
- Scaled site development plan
 - Dimensions of the lot or parcel
 - o Arrow indicating NORTH
 - Location and name of abutting streets and roads
 - Location and width of all easements
 - Exact locations and size of existing structures including signs
 - Distance of structures from the side, front, and rear of property
 - Location and with of existing or proposed driveway access and/or parking plan
 - Drainage plan if commercial property or if property is near flood zone
 - o Identification of available utilities Line location # 425-3898
 - Descriptions of known code enforcement violations
- Legal description of property / Survey
- Current use of property
- Surrounding land use
- Authorization of property owner (if Applicable)
- Fees: \$125*

***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 variance applications must be filed with Community Development staff the first day of the month, or earlier. 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 (P&Z) 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 heard the following month. When an application for a zone change is denied by the **Commission**, the 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. *<u>A fee of fifty (\$50.00) dollars shall be paid to the City of Las Vegas through the Community</u> <u>Development Department upon the filing of the written appeal to defray the cost of advertising.</u> *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.

VARIANCE APPLICATION

APPLICANT'S DATA:
Name: Bernadine Lujan + Jesse Montoya
Mailing address: 13071/2 New Mex. W Are LYNM
Phone #: 505 365 8676 Cell # 505 398 6014
Property interest of applicant: <u>919 New Mex. co Ave LVNM</u>
e.g. owner, under contract, etc.
Name of owner: Berngdone Lujan + Jesse Montoya
Address of proposed property: <u>919 New Mexico Ave</u>
Current zoning of property: $R-3$
Phone #:Cell #

Please note: the following questions must be answered completely. If additional space is needed, attach extra pages to the application. <u>Before answering, read the "notice to applicants" which is attached.</u>

What characteristics of the property prevent it from being used for any of the uses permitted in your current zone?

	Too narrow		Soil
	Shape of property		Slope
	The elevation		Too shallow
2	Too small	. 0	Subsurface,
X	Other, please specify NOT	enough	sg tontage
		5	1

199ram

Describe the items checked, giving dimensions where appropriate.

See attached

VARIANCE APPLICATION

2 of 3
How do the above site conditions prevent any reasonable use of the land under the terms of the zoning ordinance? $not enough 59 too fage tov two two two two two two two two two two$
To the best of your knowledge, can you affirm that the hardship described above was not created by anyone having interest in the property after the zoning ordinance or applicable part thereof became law' yes no if "no" explain why the hardship should not be regarded as self-imposed (self-imposed hardships are not entitled to variations).
Are the conditions on your property the result of other man-made changes (such as the relocation of a road or highway)?
Which of the following type of modifications will allow you a reasonable use of your land? change in setback requirement change in side yard restriction change in area requirement change in lot coverage change in off-street parking requirement other, please explain
What variation is being requested?
Are the conditions or hardship for which you request a variation true only of your property? yesno If not, how many other properties in your area are affected in the same way as yours?
Will the granting of the variation in the form requested by it. I

Will the granting of the variation in the form requested be in harmony with the neighborhood and not contrary to the intent and purpose of the zoning ordinance? Yes ____ no Please explain _____

VARIANCE APPLICATION CERTIFICATION & CONSENT STATEMENT

3 of 3

I (we) certify that all the above statements and the statements contained in any papers of plans submitted herewith are true to the best of my (our) knowledge and belief.

I (we) consent to the entry upon the premises described in this application by any authorized official of the City of Las Vegas for the purpose of posting, maintaining, and removing such notices as may be required by New Mexico law.

Property owner's signature

9-6-2024

Date of application

FOR OFFCIAL USE O	NLY
Received by:	
DATE:	
Receipt No.:	

NOTICE:

Staff is available to answer questions. To avoid any confusion please refer to staff for clarification. This will aid you with the efficiency of your proposal application. Community Development Department 454-1401 ext 276.

ARTICLE IX

SECTION 12-9-4 of the Las Vegas Municipal Zoning Ordinance Amended To Read As Follows:

SECTION 12-9-4 FILING FEE FOR VARIANCE AND SPECIAL USE PERMIT. A fee of <u>one hundred and</u> <u>twenty five (\$125.00) dollars</u> shall be paid to the City of Las Vegas through the <u>Community Development</u> <u>Department</u> upon the filing of such application for a Variance or Special Use Permit as provided for this Ordinance. Said fee shall be for the purpose of defraying the expense of postage posting advertising, and other costs incidental to the proceedings prescribed herein. Payment of the filing fee shall not be construed in any way to be approval of the proposed Variance or Special Use Permit. No refund of any filing fee shall be granted if processing of the application has been started.

ARTICLE X

SECTION 12-10-3 (A) of the Las Vegas Municipal Ordinance amended to read as follows:

(a) Whenever the owner of any land or building desires an amendment, supplement to, or change of the regulation prescribed for his property, that person shall file with the <u>Planning & Zoning</u>
 <u>Commission an application therefore, verified by the owner, requesting such recommendation
 of amendment, said application shall be submitted to the <u>Community Development
 Department</u> in duplicate and shall be on forms prescribed and approved by the Planning
 Commission. <u>An application-filing fee shall be submitted for all zone change requests, such
 fees shall be determined by the application fee table below.</u> Said fee shall be payable to the City
 of Las Vegas through the <u>Community Development Department</u>. Payment of the filing fee shall
 not be construed in any way to be approval of the requested amendment. No refund of any filing fee
 shall be granted.
</u>



City of Las Vegas

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

Mayor David Romero

October 9th, 2024

Bernadine Lujan 1307 ½ New Mexico Avenue Cheyenne, WY 82001

Dear Ms. Lujan

This is to give you formal notice that the City of Las Vegas Planning and Zoning/ Board of Adjustments will hold a regular meeting on October 28thth 2024 at 4:00 pm at the City Of Las Vegas Chambers at 1700 North Grand Avenue. The purpose of this is in request for your variance on the property located at 919 New Mexico Avenue Las Vegas NM, 87701.

Staff will initially present the item to the Board, at the end of the presentation the Board will open the Public hearing and will conduct the hearing as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn-in procedure is as follows: the Board will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that you or a representative be present to answer any questions the Commission may have of your request, failure to be present may result in your request being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose you may bring in other parties to support 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

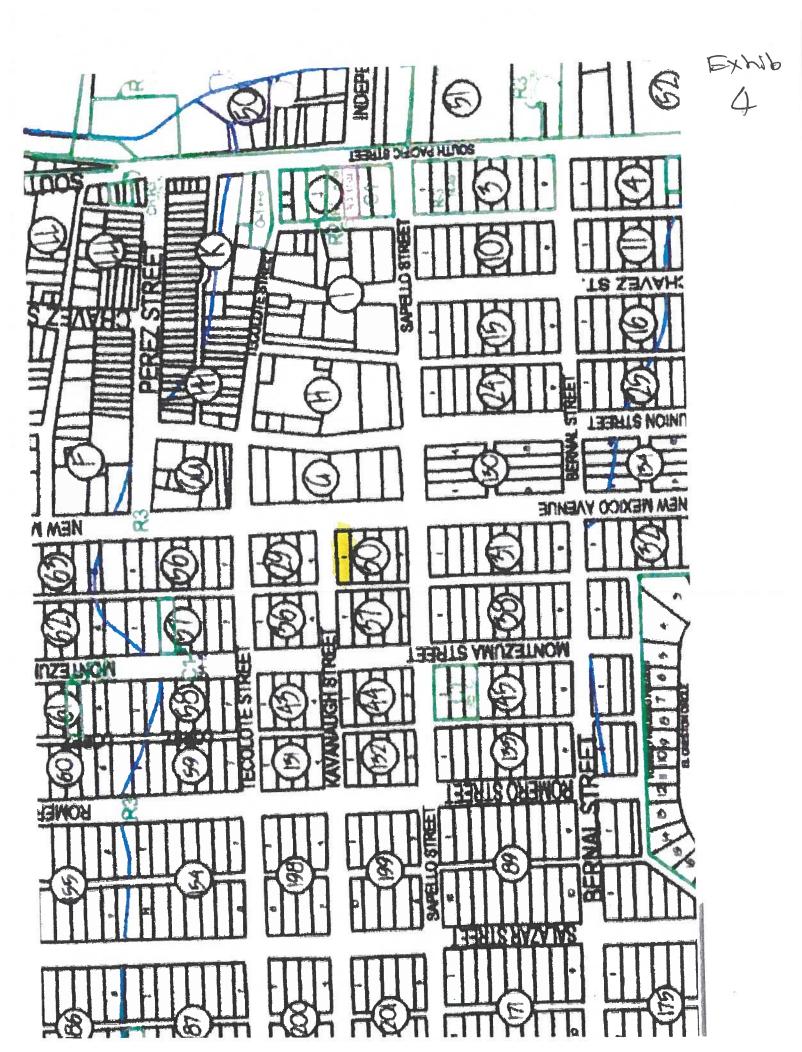
Michael Montoya

Barbara Casey

Marvin Martinez

Exhibit 3





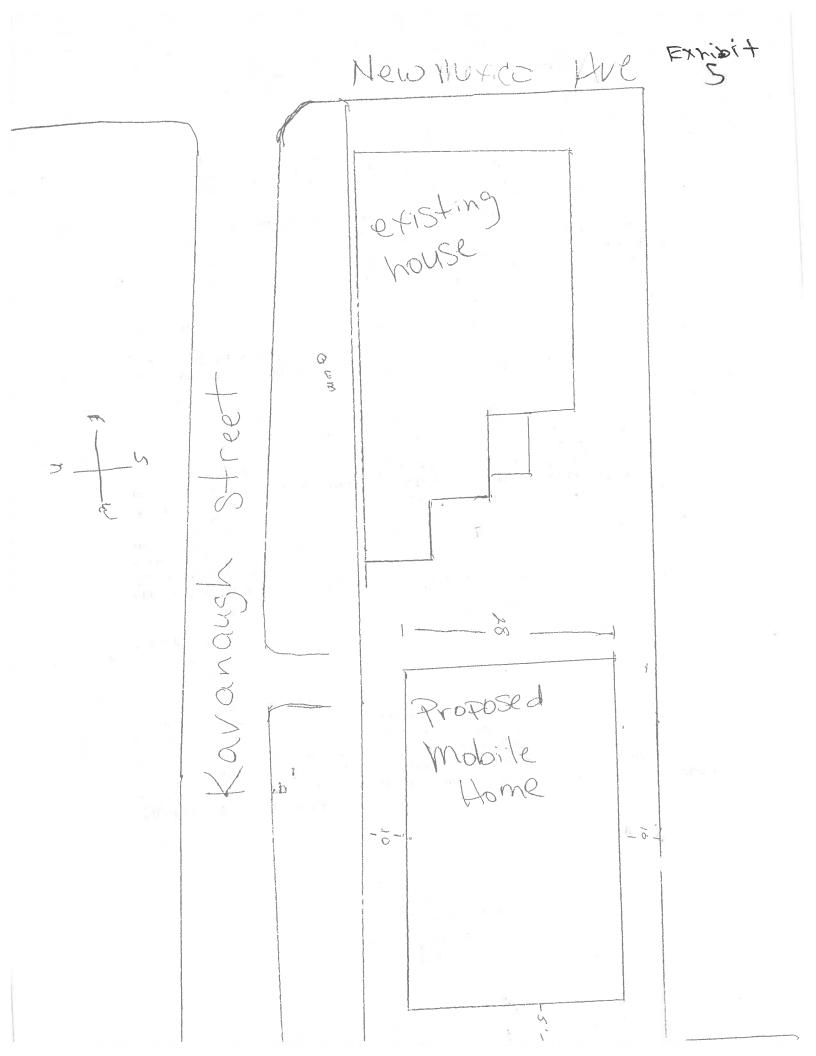
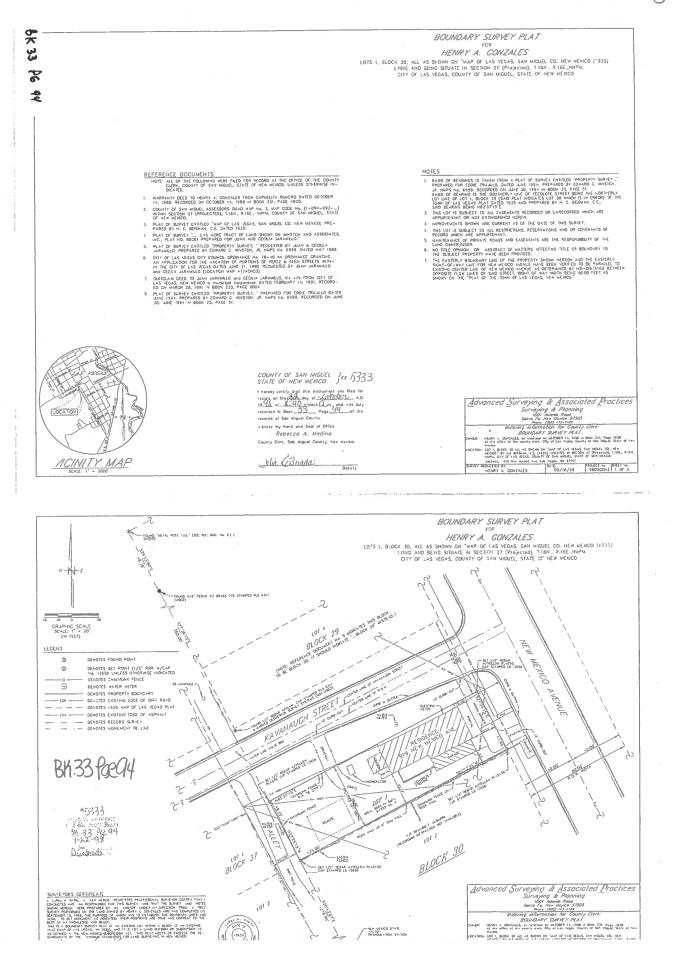


Exhibit 6 To: whom it may cordern T Bernadine Lujan and Jesse Montoya would I: Ke to move our coublewide mobile Home from 1307 1/2 New Mexico Ave, to 919 New Mexico Ave, to

pribit 13) (REV.9/93) . NEW MEXICO STATUTORY FORM SF 2 . SHORT FORM WARRANTY DEED (JOINT TENANTS) (N). WARRANTY DEED (Joint Tenant) Maria E. Ulibarri for consideration paid, grant 1-2pla Annie. ainc cipia 8770 as Vogas, d 10 919) DO L whose address is ... and whose address is County, New Mexico: Sa as joint tenants the following described real estate in _ raue Ref. Deed. 237 Pg=5220. A tract of land described as Lot One (1), Block Thirty (30), Map of Las Vegas, San Miguel County, New Mexico (1935) containing 0.1952 acres, more or less, situate within projected Section 27, Township 16 North, Range 16 East, NMPM, Citty of Las Vegas, San Miguel County, New Mexico, as shown on plat of survey by Advanced Surveying & Associated Practices, dated September 16, 1938, project no. 9809GONZ, filed in the office of the San Miguel County Clerk, September 22, 1998 in Plat Book 33, Page 94, document no. 5333. document no. 5333. with warranty covenants. ecember 2007 day of _____ _and seal this Witness Our hand S Dinicio 7 Milani (Seal) (Seal) maria E. Utiliani (Seal) (Seal) ACKNOWLEDGEMENT FOR NATURAL PERSONS STATE OF NEW MEXICO an Mique COUNTY OFS nowledged before me on libarri contri M ACKNOWLEDGEMENT FOR CORPORATION STATE OF NEW MEXICO SS. ONLY FOR RECORDER COUNTY OF ___ This instrument was acknowledged before me on _ WARRANTY DEED 20. COUNTY OF SAN MIGUEL PAGES: 1 STATE OF NEW MEXICO) 55 I Hereby Certify That This Instrument Was Filed for Record On The 27TH Day Of December, 2007 at 12:00:0 (NAME OF OFFICER) And Was Puls Recorded as Instrument #200706434 Of The Records Of San Nighel OF (CORPORATION ACKNOWLEDGEMENT) ITLE OF OFFICER) corporation, on behalf of said corporation. NCORPORATION) And Beal of Office Мy Hand Paul Maez ssion expires: Miguel, NM C/ NOTARY PUBLIC Deph

EXLIDIT

2K.33





City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

> ELIZABETH ANNE DEMARE 621 TECOLOTE STREET LAS VEGAS, NM 87701

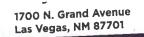


City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

> BENJAMIN & VICTORIA PACHECO 922 NEW MEXICO AVENUE LAS VEGAS, NM 87701

メリシレイ 2



MARIA ULIBARRI 917 NEW MEXICO AVENUE LAS VEGAS, NM 87701



City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

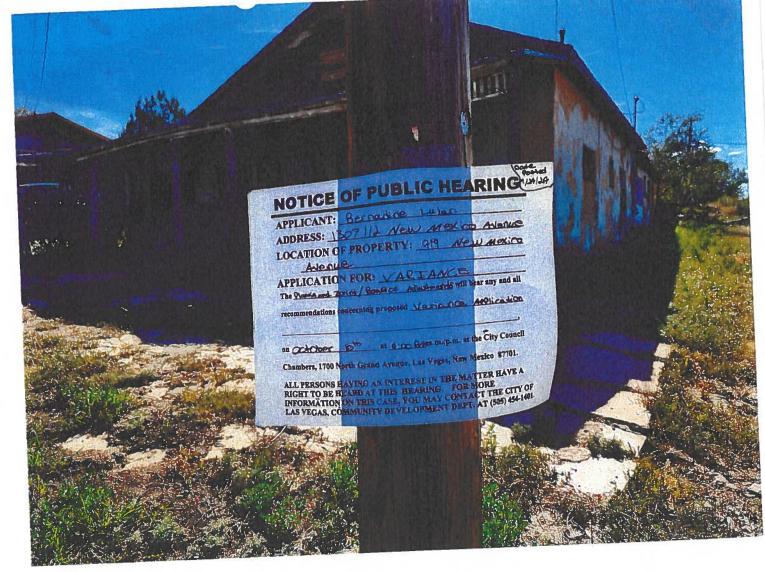
> LORRAINE ROYBAL 912 NEW MEXICO AVENUE LAS VEGAS, NM 87701

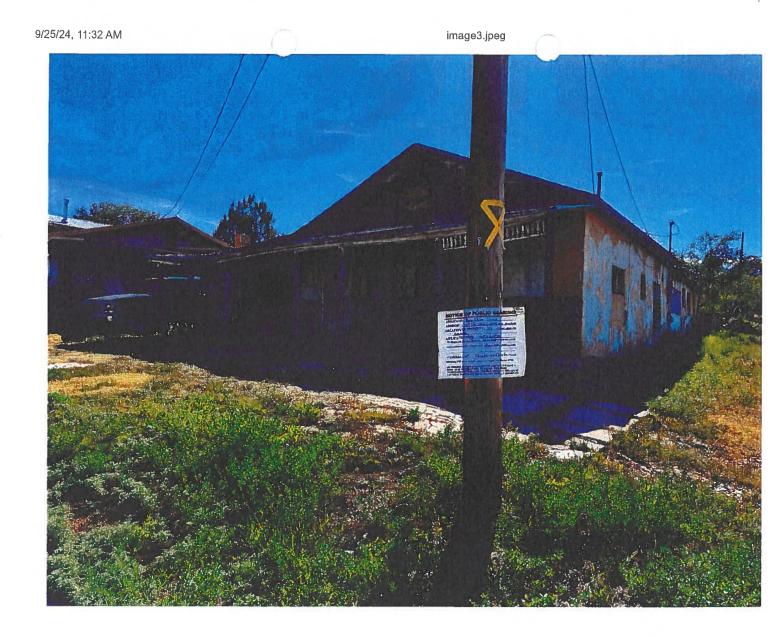
City of Las Vegas 1700 N. Grand Avenue Las Vegas, NM 87701

> ICTOR ULIBARRI, VIVIAN & BERTHA 915 NEW MEXICO AVENUE LAS VEGAS, NM 87701

image2.jpeg

Exhibit 0





San Miguel County

PROPERTY PROFILE

Account: R0612970

Tax year: 2025

Mil Levy: 26.911

Version: 08/23/2024

Account Type: Real Property Tax District: 1IN_R

Estimated Taxes*: \$854.88 * This mil levy is for the most recent tax roll

Parcel ID: 1-094-092-365-221

Status: Active

Folder Number: 25

NAME AND ADDRESS INFORMATION:

TAPIA RONALD M & ANNIE 2803 ALISO DRIVE NE ALBUQUERQUE, NM 87110

PROPERTY LOCATION:

919 NEW MEXICO Ave las vegas, NM 87701

LEGAL DESCRIPTION:

Subd: Town Of Las Vegas Lot: 1 Block: 30 S: 27 T: 16 R: 16

TRANSFER DOCUMENTS:

B: 237 P: 8220 200706434

Assessment Inf	formation:				
2025	Actual:	Assessed:	Sq. Ft.:	Acres:	
Land:	27,877	9,292	8,503	0,195	Taxable:
Improvements: Exempt:	56,518	18,839	1,695	0.195	
Total:	\$84,395.00	\$28,131.00			0 \$28,131.00
2024	Actual:	Assessed:	Sq. Ft.:	Acres:	Taxable:
Land:	27,877	9,292	8503.000 0.195 1695.000	and provide a failer of the	laxable:
Improvements:	56,518	18,839		0.199	
Exempt:			2000.000		
Total:	\$84,395.00	\$28,131.00			0 \$28,131.00

User Remarks:

Plat Book 33, Page 94

Residential Real Estate Richase agreement This Purchase agreement "this Agreement" w. ender it into Page 182 as of June 1, 2024, between: Buyer: Bernadine Garcia, with a mailing dddress of 1307 New Mexico Ave, Las Vegas, New Mexico who agrees to buy, Keal and personal property who's address is 919 Au Muico Quenus, Jas Vegas, New Mixico 87701 Seller Konald M. Tapia and Annie L. Tapia, with a mailing address & 2803 Aliso DR. N.E. Albuquerque, Acui Mexico 87110, who agrees to seel and Convery real and personal property as discribed in Sections II+ III. II. Sale & Property: Seller agrees to sill and bayer agrees to purchase the personal property described below; Real Property is a single Jamily home Street address: 919 Alw Mixico Avenue Jas Vegus, New Mexico, 87701. III - Kersonal Property: In addition to the real property in Section II, the sector shall include the following: I. Keal and Reisonal property to be "sold as is" 2. Fema application is in process, awaiting payment, Should the payment be sent to the buyer after the fransfer of

page 2

Annie L. Tapia in a form q a cashiers chick on cash Ceshiers Check made payable to Ronald U. Tapia and Anaje L. Tapia. 3. Gelow 3 weeks from date of Residential Real Estati purchase lignement of June 1, 2024, you Lenant to gipd aller living, arrangements, the date from June 1, 2024 is June 22, 2024.

Purchase Price: Buyer will pay Suller stor the property in this agreement, the queland complete purchase price the sum q \$48,000.00.

Forment: Payment of the purchase price well be made by the buyer to seller by Cash, at closing.

Earnest Money: Refter acceptance by all parties the buyer agrees to make a payment in the amount of #5,000.00, 177 4/1/24, June, 1, 2024. The Earnest Money shall be applied to the purchase price at closing.

Certificate & liccuracy. The following parties have reviewed the information above and Certify that the information they provided to true and Burnate anne 12012 Siller Date Siller Date n I. I waite the reader



CITY OF LAS VEGAS COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 20, 2024

Date Submitted: 11/12/2024

Department: Gas

Item/Topic: Award RFP #2025-11 On-call services for maintenance & emergency repairs to the City's natural gas systems and enter into a contract.

Advertised: 09/27/2024: Las Vegas Optic, Albuquerque Journal and City Website Proposal Opening: 10/17/2024 Number of Proposals: 1 – Dublee LLC's

Fiscal Impact: Budgeted for through City funding.

Attachments: Original proposal, proposals received, scoring matrix, draft contract.

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

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

Approved For Submittal By:

City Manager

Department Director

Reviewed By:

land MULS

Finance Director

	COUNCIL ACTION TAKEN
Resolution No	Continued To:
Ordinance No	Referred To:
Contract No	Denied
Approved	Other

REQUEST FOR PROPOSALS ON-CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS SYSTEMS

the City of Las Vegas, New Mexico will open Sealed Proposals at 2,00 amon, <u>2024</u>, at the Utilities Division 905 12th Street, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

ON-CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS SYSTEMS

Proposal Forms & Specifications (Scope of Work) may be obtained from the following location or City of Las Vegas Website <u>www.lasvegasnm.gov</u>: <u>City Clerk's office at 905 12th Street, LAS VEGAS, NM 87701.</u>

Mailed proposals should be addressed to the City Clerk, 905 12th Street, Las Vegas, New Mexico 87701; with the envelope marked: **REQUEST FOR PROPOSALS FOR ON-CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS SYSTEMS** Opening No. 2025- 11; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

tgongery-City Manager Attorney Casandra Fresquez week Morns Madrid, Finance Director Purchasing Officer

Opening No. 2025-		Date Issued:
		OLAM
Published:	Las Vegas Optic	, 2024
	Albuquerque Journal	, 2024
	www.lasvegasnm.gov	. 2024

1 1

OFFEROR INFORMATION

OFFEROR:	· · · · ·	
AUTHORIZED AGENT:		·····
ADDRESS:		
TELEPHONE NUMBER ()		
FAX NUMBER ()		
DELIVERY:		
STATE PURCHASING RESIDENT CERTIFICATION	ON NO.:	
NEW MEXICO CONTRACTORS LICENSE NO.: _		
SERVICE (S): REQUEST FOR PROPOSALS F MAINTENANCE & EMERGENCY REPAIRS ⁻ SYSTEMS THE CITY OF LAS VEGAS RESERVES	TO THE CITY'S NATURAL (GAS
PROPOSALS AND TO WAIVE ANY TECHINCAL I		ALL
AFFIDAVIT FOR FILING WIT	H COMPETITIVE PROPOSAL	
STATE OF }		
COUNTY OF }		
I, state under and am of the agent authorized by the offerors to s that the offeror has not been a party to any col competition by agreement to a fixed price or to re official or employee as to the quantity, quality or pric said prospective contract; or in any discussion be exchange of money or any other thing of value for	submit the attached proposal. A llusion among offerors in restr efrain from submitting a propos ce in the prospective contract, or tween offerors with any City off	ffiant further-states aint of freedom of al; or with any city any other terms of icial concerning an
	Signature	
Subscribed and sworn to before me, this	_ day of,	20
(SEAL)	Notary Public Signature My Commission Expires:	

AWARDED PROPOSAL

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: _______, 2024; ______, 2024; ______am/pm: at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for **TBD**, 2024. The successful offeror will be notified by mail.

ENVELOPES

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

COPIES

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

LABELS

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

BRIBERY AND KICKBACK

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

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

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

NEGOTIATION

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

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

Relation to Prospective Contractor:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(Attach extra pages if necessary)	
Signature	Date
Title (position)	

--OR—

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

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS

ON-CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS SYSTEMS

The City of Las Vegas, New Mexico is requesting proposals for **On-Call Services for Maintenance & Emergency Repairs to the City's Natural Gas Systems** for City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

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

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

- The offeror shall show that he has a New Mexico general Contractors license and all other licenses required by law Federal Information Security Modernization Act (FISMA) & must obtain the City of Las Vegas Operation & Qualifications Manual procedures (O&M) qualifications to perform the work required by this contract.
- 2. The offeror shall demonstrate at least five (5) years experience of repairing and installing of natural gas distribution & transmission systems.
- 3. The offeror shall provide documentation of operator's qualifications, welder's qualification standards of API 1104, Polyethylene butt fusion, and drug and alcohol testing as per Public Regulation Commission requirements (PRC).
- 4. The offeror will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
- 5. The offeror shall provide on-site supervision at all times for all of their work to be performed as well as submitted Traffic Controls Plans approved by Owner or Entity.
- 6. The City of Las Vegas Gas system consists of ³/₄ inch to eight inch gas main (steel, polyethylene, polyvinyl chloride) and High Pressure Gas Mains that range from 20 psig to Maximum Allowable Operating Pressure (MAOP) of 300 psig.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

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

approach to the project and references from other clients.

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

2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk,

City of Las Vegas, 905 12th Street Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked <u>ON-CALL SERVICES FOR MAINTENANCE &</u> <u>EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS SYSTEM</u> on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

- 2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.
 - 1. Specialized Services as defined in the scope of work- Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
 - 2. Capacity & Capability- Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
 - 3. Past Record of Performance- Offeror should provide a list of references with names and phone numbers.
 - 4. Familiarity with the City of Las Vegas Offeror's familiarity with the area the project may be located and the system to which the work pertains.
 - 5. Current volume of work with the City that is less than 75% complete- The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
 - 6. Required certifications Certification levels and information on the personnel that hold the required certifications including years of experience.
 - 7. Resident Preference Offeror's proximity to the City of Las Vegas
 - 8. Veterans Preference Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

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

4. AWARD OF CONTRACT

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

5. RESPONSIBILTY OF OFFEROR

- 5.1 BONDS (If Applicable)
 - a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.
 - 5.2 INSURANCE CERTIFICATE
 - a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

- 6.1.1 Copies of Request for Proposals
 - a. A complete set of the Request for Proposals may be obtained from the City.
 - **b.** A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
 - c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
 - **d.** A copy of the Request for Proposals shall be made available for public inspection.
- 6.1.2 Interpretations
 - **a.** All questions about the meaning or intent of the Request for Proposals shall be submitted to the <u>Clerks Office</u>, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for

Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

6.2 PROPOSAL SUBMITTAL PROCEDURES

- 6.2.1 Format and Section Requirements of Proposals
 - **a.** Offerors shall provide one original (1) and five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
 - **b.** All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
 - c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
 - **d.** The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 - 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 - 3. Personnel Experience

- i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
- 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
- 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
- 6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
- 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
- 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
- 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

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

6.2.3 PREQUALIFICATION PROCESS

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

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

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

6.2.5 REJECTION OF SUBMITTED PROPOSALS

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

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

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

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

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

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

7.2 PROPOSAL EVALUATION

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

responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).

- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2. If fewer that three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

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

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

7.4 NOTICE OF AWARD

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

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

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

8.2 EXECUTION AND APPROVAL OF AGREEMENT

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

8.3 NOTICE TO PROCEED

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

8.4 OFFEROR'S QUALIFICATION STATEMENT

a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource,

production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

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

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

10. CONTRACT DOCUMENTS

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

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

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

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

sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

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

12.2 TERMS

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

12.3 CONTRACTUAL TERMS

- **a.** Amendment: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- **b.** Assignability: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.

- c. Authority to Bind the City: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- **d.** Binding Effect: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. Business License: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. Conflict of Interest: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- **g.** Communication with the City of Las Vegas: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- **h.** Funding: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. Gross Receipts Tax: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. Indemnification: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- **k.** Insurance: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- Method of Payment: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- **m.** Notices: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- **n.** Professional Standards: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. Scope of Contract: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- **p.** Subject to Other Documents: This Contract is subject to the terms and conditions of the statues of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statues and ordinances are incorporated by reference to this agreement.

- **q.** Term: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. Termination: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. Timelines: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. Work Stoppage: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

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

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 905 12th Street, Las Vegas, New Mexico 87701, 505.454.1401

EVALUATION SHEET

Offerors:

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

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



DUBLEE LLC'S BID PROPOSAL FOR

ON-CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS DISTRIBUTION SYSTEM OPENING NO. 2025-11

Bid Date: October 17, 2024 Bid Time: 2:00PM

DUB-L-EE, LLC 98 Highway 66 East © ALBUQUERQUE, NM 87123 PHONE: 505-292-1684 © FAX: 505-717-2599

INDEX

- Section A: Notarized Affidavit No Subcontractors will be utilized
- Section B: Campaign Contributions Disclosure Form
- Section C: Personnel Experience
- Section D: Licenses
- Section E: Experience, Current and Past
- Section F: Education, Certifications and Qualifications
- Section G: Financial Letter
- Section H: Additional Information: New Mexico Resident Business License
 - Due to the page quantity limitations, additional information can be provided upon request.



Company Affidavit

STATE OF NEW MEXICO COUNTY OF BERNALILLO

The undersigned, EDDIE W. SAIZ, being duly sworn, hereby deposes and says:

- 1. I am over the age of 18 and am a resident of the State of New Mexico. I have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto:
- 2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.
- 3 I am the President of DUB-L-EE LLC, a Limited Liability Company located at 98 Highway 66 E, Albuquerque, NM 87123. I have over 50+ years' experience in the Natural Gas Industry. The Management Staff for the aforementioned work is as follows: Eddie W. Saiz (President), 505-515-4997, esaiz@dub-l-ee com: Eddie). Saiz (Vice President), 505-730-7500, ejr@dub-l-ee com: Josh Baca (Operations Manager), 505-948-4083, jbaca@dub-l-ee com; Joseph F. Pino-Montoya, (Project Manager), 505-918-0071. jimontoya@dub-l-ee.com

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete. Executed this ______ day of _______

Eddie W Saiz

State of New Mexico, Notary Public Mayra Ruiz Commission Number 1112646 My Comm. Expires Dec. 22. 2025

STATE OF NEW MEXICO, COUNTY OF BERNALILLO, ss

This Affidavit was acknowledged before me on this _____ day of <u>OC+Ober</u>_, 20<u>74</u>_ by Eddie W. Saiz, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Notary Publ Title cember 17.2025

My commission expires December 12, 2025



OFFEROR INFORMATION

OFFEROR:DUB-L-EE LLC
AUTHORIZED AGENT:Eddie W Saiz, President
ADDRESS:98 Hwy 66 East, Albuquerque, NM 87123
TELEPHONE NUMBER (505) 292-1684
FAX NUMBER (505) 717-2599
DELIVERY: TBD
STATE PURCHASING RESIDENT CERTIFICATION NO.:
NEW MEXICO CONTRACTORS LICENSE NO.: 373895

SERVICE (S): REQUEST FOR PROPOSALS FOR ON-CALL SERVICES FOR MAINTENANCE & EMERGENCY REPAIRS TO THE CITY'S NATURAL GAS SYSTEMS THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF Bernalillo }

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

State of New Mexico, Notary Public
Mayra Ruiz
Commission Number 1112646
My Comm. Expires Dec. 22, 2025

Signature

Subscribed and sworn to before me, this 17 day of DC + ober , 2024.

(SEAL)

Notary Public Signature		20 2 2 6
My Commission Expires:	December	12,2015

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 45-4953530

SOCIAL SECURITY NUMBER: N/A

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

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

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

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

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

The following definitions apply:

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

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

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

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

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

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

Name(s) of Applicable Public Official(s) if any: None Made	
(Completed by State Agency or Local Public Body)	

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:	None Made
Relation to Prospective Contractor:	None
Date Contribution(s) Made:	None
Amount(s) of Contribution(s)	None Made
Nature of Contribution(s)	None Made
Purpose of Contribution(s)	None Made
(Attach extra pages if necessary)	

Signature

Date

Title (position)

--OR----

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative. None Made

Mr. 4 Signature

10.17.2024 Date

Eddie W. Saiz, President Title (Position)



EDDIE SAIZ SR. President

OTHER WORK EXPERIENCE:

President/Owner Dub-L-EE, LLC Albuquerque, NM 4/2012-CURRENT

Supervisor/Coordinator 5/2011-10/2011 Arguijo Oil Field Services Albuquerque, NM

Manager of Operations 8/2000-4/2012 Scheduling, Estimating, Budgets & Profits DIG Underground Albuquerque, NM

Supervisor/Manager4/2006-6/2010Kelly Utility Field ServicesAlbuquerque, NM

Vice President 1/1998-2/2002 Electrical & Natural Gas Division G-Katmar Albuquerque, NM

Welder/Foreman J&D Excavation Albuquerque, NM 5/1991-1/1998

CURRENT PROFESSIONAL TRAINING:

30 Hour OSHA

BILINGUAL: English/Spanish



- Sector C
- 10 Years with DUB-L-EE, LLC
- 43 Years Welding Experience
- 43 Years Management Experience

PROFESSIONAL ACHIEVEMENTS:

Accomplished manager/project manager/supervisor with 39 years' experience in Natural Gas Construction. Expert in all phases of project development and execution. Consistently achieving goals and exceeding expectations on every project. Expertly manages large, complex, and potentially dangerous (safety-critical) projects.

PROJECT EXPERIENCE:

-Taos Ski Valley

Assisted in installing 53,000 feet of 6" Polyethylene Gas Main along NM 150 from intersection of Los Altos Rd to the top of the Taos Ski Valley.

-Love's: Compressed Natural Gas Regulator Station. Assisted in installing 6" and 8" steel gas line.

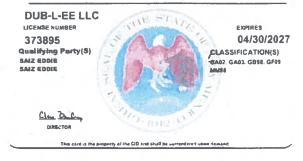
-Albuquerque Rapid Transit Project (A.R.T.) Assisted in Gas Steel line upgrades approx. 10 miles along Route 66

-City of Las Vegas: Assisted in welding split sleeves on 8" steel gas main





STATE OF NEW MEXICO



	DUB-L-EE LLC WORK EXPERIENCE					
Previous Work Experience						
Year	Project Title	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title and Brief Description of Work Performed	
2022	Copper Terrace Gas Line Reroute Building A	Copper Terrace Limited Partnership, LLLP	Monarch Properties, Inc. Jim MacGillivray 505-260-4800 1720 Louisiana Blvd. NE, Suite 402 Albuquerque, NM 87110	\$47,549.35	Copper Terrace Gas Line Reroute Building A Relocate existing underground master meter gas distribution line to new bldg. Permanently remove existing gas riser, service line & cap. Install new PE pipe & fittings, 6 ga cathodic bond, backfill.	
2021	Natural Gas Transmission Regulator Facility, City of Las Vegas, Project No. 20200260	City of Las Vegas Kenny Lucero, 505-429-3202 1700 N. Grand Ave Las Vegas, NM 87701	Bohannan Huston, Inc. Matthew Thompson, 505-823-1000 7500 Jefferson St NE Albuquerque, NM 87109	\$623,211.93	Natural Gas Transmission Regulator Facility, Project No. 20200260 Design and build a 6" regulating station for the main gas line on a 375 psi system providing all the natural gas to the City of Las Vegas. The project required engineering to safely and precisley tap into the 8" main gas line while still providing a bypass to keep the main feed. Included valves, SCADA system, launchers for smart pig operations, wireless monitoring, etc.	
2020	Bishops Lodge Site Gas Distribution	BL Santa Fe LLC 1297 Bishops Lodge Rd Santa Fe, NM 87506	Tipton Engineering Karl Tipton, 505 954-1660 P.O. Box 23479 Santa Fe, NM 87502	\$227,818.18	Bishops Lodge Site Gas Distribution Distribute gas supply line to multiple buildings (33) and Fire Pits (28) located on Bishops Lodge Ranch Resort and Spa.	
2020	RFP #2020-2 EMW 4" Expansion Project	EMW Gas Association 416 5th Street Estancia, NM 87016	JK Associates, Inc. Jon Jones 505-263-0819	\$150,639.27	RFP #2020-2 EMW 4" Expansion Project Construction of 4,000' of 4" steel distribution main, three road bores and one natural gas meter station	
2019 - 2021	Pueblo of Acoma Natural Gas Expansion Project Phase I	Pueblo of Acoma Augustine (Augie) Seymour Jr. 505-552-5131 P.O. Box 330, 27A Pinsbaari Dr. Acoma, NM 87034	Pueblo of Acoma P.O. Box 330, 27A Pinsbaari Dr. Acoma, NM 87034	\$968,714.53	Pueblo of Acoma Natural Gas Expansion Project Phase I Excavate approximately 122,105' of trench for NMGCO 4" & 2" gas lines. Also installed the gas lines for NMGCO. Included earthwork trenching services, excavation, bedding, backfill and compaction.	
2018	San Pedro Creek Gas Main	New Mexico Gas Company Ryan Costanza 505-452-7828	New Mexico Gas Company Ryan Costanza 505-452-7828	\$1,600,000.00	San Pedro Creek Gas Main Excavate and install approximately 124,000' of 6", 4" and 2" Polyethylene gas main in rocky soil and coordinate traffic.	
2018	Gallup 2" Gas Line Replacement	New Mexico Gas Co. Frank Aragon, 505-470-0668	Terracon Consultants, Inc. J. Aaron Ezzell, 505-722-5711 1213A N Hwy 491 Gallup, NM 87301	\$126,131.96	Gallup 2" Gas Line Replacement Emergency Line Replacement, Excavate and install 2" HDPE main through alley in Gallup, NM	
2022	SNL West Natural Gas Line	Sandia National Labs Jay Ashbacher PE, 505-218-0132	Bohannan Huston, Inc. Matthew Thompson, 505-823-1000 7500 Jefferson St NE Albuquerque, NM 87109	\$1,374,853.24	SNL West Natural Gas Line Excavation of boring pits, trenching and backfill for gas line, asphalt removals, casing and 10" HDPE Gas Line.	
2022	IFB22-62 Los Alamos and White Rock Gas Border Station Metering, Over Pressure Protection, SCADA Project	Incorporated County of Los Alamos Lucas Montoya, 505-662-8135 Department of Public Utilities-Eng. 1000 Central Ave, Suite 130 Los Alamos, NM 87544	Incorporated County of Los Alamos Lucas Montoya, 505-662-8135 Department of Public Utilities-Eng. 1000 Central Ave, Suite 130 Los Alamos, NM 87544	\$951,144.00	IFB22-62 Los Alamos and White Rock Gas Border Station Metering. Over Pressure Protection, SCADA Project LA. West Gate Border Station: Install new metering, PRV & SCADA. Connect to existing gas system. New fenced yard, retaing wall, grading & earthwork. LA. East Gate Border Station: Install new Metering, PRV & SCADA, connect to existing, earthwork & grading. White Rock Border Station: Install new metering, PRV & SCADA, install new gas pressure regulator station. Install 450' MDPE Pipe etc.	
2022	Replace Gas Mains 760 Area MHMV210005	US Air Force (USAF) TSgt Kelly S. McGrath, 505-846-3707	PSI Engineering Service LLC Matthew Herrera, 505-595-1601 PO Box 66887 Albuquerque, NM 87193-6887	\$2,223,505.65	Replace Gas Mains 760 Area MHMV210005 Responsible for design and construction of 13,700' of 4", 8,200' of 2" and 4,500' of 1" gas line located in the 760 area at Kirtland Air Force Base (KAFB).	



SECOR Fusion Qualification Card

This is to certify that: MIQUEL CAMPOS

Has successfully qualified by examination to join polyethylene pipe by fusion.

Qualified to: Small Diameter 1/2"-6" Butt Fusion, Medium Diameter 6"-18" Butt Fusion, Electrofusion

ID #: 5691 Company: Dub-L-EE Construction Expiration Date: 2/16/2025

Qualified by SECOR 17321 Groeschke Rd Houston, TX 77084 281-556-1661

SECOR Fusion Qualification Card

This is to certify that: OSCAR MARQUEZ JR.

Has successfully qualified by examination to join polyethylene pipe by fusion.

Qualified to: Small Diameter 1/2"-6" Butt Fusion, Medium Diameter 6"-18" Butt Fusion, Electrofusion

ID #: 5553 Company: Dub-L-EE Construction Expiration Date: 2/16/2025

Qualified by SECOR 17321 Groeschke Rd Houston, TX 77084 281-556-1661

SECOR Fusion Qualification Card

This is to certify that: DANIEL GONZALEZ

Has successfully qualified by examination to join polyethylene pipe by fusion.

Qualified to: Medium Diametr 6"-18" Butt Fusion, Electrofusion

ID #: 1042 Company: Dub I ee Construction Expiration Date: 2/17/2024

Qualified by SECOR 17321 Groeschke Rd Houston, TX 77084 281-556-1661







320 Gold Avenue SW, Suite 100, Albuquerque, NM 87102

October 15, 2024

DUB-L-EE 98 Highway 66 E Albuquerque, NM 87123

RE: Credit Rating Letter Request

Dear Eddie,

Thank you for being a valued customer of New Mexico Bank & Trust since 2019. Your company has handled your accounts in a very professional manner and has not had the need for credit. Accounts have not had any overdrafts and maintain an average balance in the 6 figures.

We appreciate your fine business and if we can be of further assistance, please feel free to reach out to me at 505-830-8186.

Sincerely,

nond

Rhonda L Davis Vice President Business Banker

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: DUB-L-EE LLC

DBA: DUB-L-EE LLC 98 HIGHWAY 66 E ALBUQUERQUE, NM 87123-9587

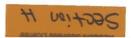
Expires: 18-Jul-2026

Certificate Number:

L0419111536

Stephanie Schardn Clarke Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



EVALUATION SHEET

Offerors:

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

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

SCORING MATRIX

RFP # 2025-11 On-Call Services for Maintenance & Emergency Repairs to the City of Las Vegas Distribution System

			Vendor	Vendor	Vendor
1. Specialized Services as defined in the Scope of Work 30 points	Evaluator #130 Evaluator #230 Evaluator #330 Evaluator #430 Evaluator #528	Evaluator #1 Evaluator #2 Evaluator #3 Evaluator #4 Evaluator #5			
2. Capacity and Capability 15 points	Evaluator #115 Evaluator #215 Evaluator #315 Evaluator #415 Evaluator #513	Evaluator #1 Evaluator #2 Evaluator #3 Evaluator #4 Evaluator #5			
3. Past Record and Performance 15 Points	Evaluator #115 Evaluator #215 Evaluator #315 Evaluator #415 Evaluator #514	Evaluator #1 Evaluator #2 Evaluator #3 Evaluator #4 Evaluator #5			
4. Familiarity with City of Las Vegas and related services 20 Points	Evaluator #110 Evaluator #210 Evaluator #310 Evaluator #410 Evaluator #510	Evaluator #1 Evaluator #2 Evaluator #3 Evaluator #4 Evaluator #5			
5. Current Volume of Work with the City of Las Vegas is less than 75% 10 Points	Evaluator #110 Evaluator #210 Evaluator #310 Evaluator #410 Evaluator #510	Evaluator #1 Evaluator #2 Evaluator #3 Evaluator #4 Evaluator #5			
6. Resident/ Veterans 10 Points	Evaluator #15 Evaluator #25 Evaluator #35 Evaluator #45 Evaluator #55	Evaluator #1 Evaluator #2 Evaluator #3 Evaluator #4 Evaluator #5			
Totals	Evaluator #185 Evaluator #285 Evaluator #385 Evaluator #485 Evaluator #580 84%	Evaluator #1 Evaluator #2 Evaluator #3 Evaluator #4 Evaluator #5			

Carl Action of the	
Approval (Contracts, Lease Agreements, RFP's, MC *Reviewed:	DU's, MOA's, Ordinances, Resolutions)
Tim Montgomery, City Manager *(if not signed by City Manager first, this document will not	Date be forwarded to the Attorney for review and approve
Date Submitted: November 1, 2024 Department Submitting: Utilities Project Management Documents to be reviewed: On-Call Services for the City's Natural Gas Sys	Maintenance & Emergency Repairs to
Deadline: as soon as possible	
Submitter Comments:	
Received by CM - Office Mgr/HR:	Date:
City Manager / HR Comments:	
Reserves	er approved or disapproved)
City Manager / HR Comments: The following is the approval order: (Please circle either)	er approved or disapproved) val):
City Manager / HR Comments: The following is the approval order: (Please circle either Approved Disapproved: (Reason for Disapproved) Changes:	er approved or disapproved) val):
City Manager / HR Comments: The following is the approval order: (Please circle either Approved Disapproved: (Reason for Disapproved)	er approved or disapproved) val): Date:
City Manager / HR Comments: The following is the approval order: (Please circle either Approved Disapproved: (Reason for Disapproved) Changes:	er approved or disapproved) pal): Date: 11/05/2024 Date
City Manager / HR Comments: The following is the approval order: (Please circle either Approved Disapproved: (Reason for Disapprov Changes: Attorney Review	er approved or disapproved) pal): Date: 11/05/2024 Date
City Manager / HR Comments: The following is the approval order: (Please circle either Approved Disapproved: (Reason for Disapproved) Changes: Attorney Review Approved Disapproved: (Reason for Disapproval)	er approved or disapproved) pal): Date: 11/05/2024 Date
City Manager / HR Comments: The following is the approval order: (Please circle either Approved Disapproved: (Reason for Disapproved) Changes: Attorney Review Approved Disapproved: (Reason for Disapproval)	er approved or disapproved) val): Date: 11/05/2024 Date d): 11-5-24 Date
City Manager / HR Comments: The following is the approval order: (Please circle either Approved Disapproved: (Reason for Disapproved) Changes: Attorney Review Approved Disapproved: (Reason for Disapproval) Finance Director	er approved or disapproved) val): Date: 11/05/2024 Date d): 11-5-24 Date

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

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND DUBLEE LLC

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Dublee LLC ("Contractor"), of 98 Highway 66 East Albuquerque, NM 87123 on this ______day of November 2024 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF WORK

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

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

- 2. The offeror shall provide documentation that he has a New Mexico General Contractors license and all other licenses required by law Federal Information Security Modernization Act (FISMA) & must obtain the City of Las Vegas Operation & Qualifications Manual procedures (O&M) qualifications to perform the work required by this contract prior to commencing work.
- 3. The offeror confirms they have at least five (5) years experience of repairing and installing of natural gas distribution & transmission systems.
- 4. The offeror shall provide documentation of operator's qualifications, welder's qualification standards of API 1104, Polyethylene butt fusion, and drug and alcohol testing as per Public Regulation Commission requirements (PRC).

- 5. The offeror will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the City.
- 6. The offeror shall provide on-site supervision at all times for all of their work to be performed as well as submitted Traffic Controls Plans approved by City or Entity.
- 7. The City of Las Vegas Gas system consists of ³/₄ inch to eight inch gas main (steel, polyethylene, polyvinyl chloride) and High Pressure Gas Mains that range from 20 psig to Maximum Allowable Operating Pressure (MAOP) of 300 psig and Contractor warrants they have the ability to perform work on this system.

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

A. Compensation. Please refer to <u>Attachment "A"</u> entitled Rate Schedule

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

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

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

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

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

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

days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS Approved By: CONTRACTOR: DUBLEE LLC

Tim Montgomery, City Manager

Signature

Attest:

Printed Name: _____

Position: _____

Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

AICKS

Attorney

"ATTACHMENT "A"

DUBLEE, LLC Rate Schedule City of Las Vegas Opening No. 2025-11 On Call Services for Maintenance & Emergency Repairs to the City's Natural Gas Distribution System

Materials Costs & Specialty Equipment Rental:

Materials shall be paid at invoice cost from the vendor/supplier with applicable hourly rates for administrative/invoice processing costs as identified below.

Specially rental equipment (excluding small tools) to be paid at Contractor's rental cost with a \$00.00 per invoice processing fee.

Subcontractors:

Shall be paid at the subcontractor's cost to Contractor based upon an itemized quote for labor, material, and equipment costs with applicable hourly rates for administrative processing costs as identified herein.

Administrative / Invoice Fee / Hourly Rate	Year 1
Material Administrative Processing Cost - Per Invoice	NA
Subcontractor Administration Processing Cost - Per Invoice	NA

Labor Classification*	Year 1
Supervisory Group	
Project Manager w/truck	\$78.00 per/hr.
Superintendent w/truck	\$75.00 per/hr.
Foreman w/truck	<i>\$70.00</i> per/hr.
Safety Manager w/truck	\$65.00 per/hr.
Non-Supervisory Group	
Labor	\$47.50 per/hr.
Per Diem	
Per Diem: rates will be charged according to the GSA Site - https://www.gsa.gov/travel/plan-book/per-diem-rates	

"Hours in excess of 40 hours will be paid at 1.5 of the stated rates

Equipment Classification		
Track Excavator w/operator (CAT 200 Class & Smaller)	\$125.00 per/hr	
Backhoe w/operator	\$110 00 per/hr	
Water Truck w/driver	\$60.00 per/hr.	
Mini Excavator w/operator (CAT 304 Class & Smaller)	\$105.00 per/hr.	
Non-Destructive Pothole Machine	\$220.00 per/hr.	
Arc Welding Truck w/ welder	\$110.00 per/hr.	
Compressor w/accessories	\$30.00 per/hr.	
Loader	\$105.00 per/hr.	
Utility Truck ¾ ton	\$39.00 per/hr.	
Trencher w/operator	\$64.00 per/hr.	
Pipe Trailer	\$28.00 per/hr.	
Dump Truck w/ driver	\$85.00 per/hr.	
Skid steer w/operator	\$85.00 per/hr.	
Utility Truck 1-Ton	\$42.00 per/hr.	
Shoring (OSHA APPROVED)	\$27.50 per/hr.	
Enclosed Utility Trailer	\$15 00 per/hr	

As defined in Tale 11, Labor and Workers Compensation, Chapter 1 Labor General Provisions, Part 2 Public Works Minimum Wage Act Roscy Menue , New Mexico Astronostrative Code (NMAC)

Fuel Surcharge Adjustment Table

Effective August 29, 2022, the base fuel cost shall be based on a \$4.9272 per gallon diesel fuel cost. and \$4.020 for gasoline. For any monthly variance (increase or decrease) greater than \$0.25 after August 29, 2022, as determined by the U.S. Energy Information Administration (US EIA), U.S. On-Highway Diesel Fuel Prices for the Rocky Mountain Region reported weekly on Tuesdays, Increases exceeding \$0.25 change over the prior period will result in a Fuel Surcharge Adjustment, calculated based on a percentage of the cost of fuel for the round-trip haul portal to portal for mobilization. The percentage applied to the cost of fuel Is detailed below. Effective July 11, 2022, each whole \$0.25 change over \$4.00 will result in a fuel surcharge of increasing percentages. Fuel costs corresponding to the ranges listed below shall apply to the cost of fuel for a given trip. Contractor shall provide evidence of the actual rate of fuel paid for each trip when billing the fuel surcharge, failure to do so shall result in no fuel surcharge being applied.

Should the cost of fuel decrease, the applicable percentage for the corresponding fuel cost range shall apply. Should fuel costs fall below the \$4.00 base fuel cost, no fuel surcharge shall apply.

For example, the current fuel price per the US EIA Rocky Mountain on May 2, 2022, of \$5.41 with a reported round trip actual fuel expense of \$779.04, the 16% fuel surcharge would apply, based on the fuel price range of \$5.25 - \$5.49. The resulting fuel surcharge would be the validated actual fuel expense of \$779.04, multiplied by the Surcharge Percentage 0.16 resulting in \$124.65. The fuel surcharge of \$124.65 would then be added to the contracted trip charge of \$1,350.00, for a total invoiced trip charge of \$1,474.65.

Fuel Cost	Surcharge Percentage
Less than \$4.00	0%
\$4.00-\$4.24	6%
\$4.50-\$4.49	8%
\$4.50-\$4,74	10%
\$4.75-\$4.99	12%
\$5.00·\$5.24	14%
\$5.25-\$5.49	16%
\$5.50-\$5.74	18%
\$5.75-\$5.99	20%
\$6.00-\$6.24	22%
\$6.25-\$6.49	24%
\$6,50-\$6,74	26%
\$6.75-\$6.99	28%

Other Costs and Charges

Fuel surcharge for equipment ("bum rate")

Small equipment will be calculated at 3.9 gallons per hour. Large equipment will be calculated at 8.9 gallons per hour. Small equipment shall be defined as mini- excavator, backhoes, and rollers. Large equipment shall be defined as loader, vactor, excavator 200 class and smaller.

Rate for Mobilization as a one-lime mobilization charge shall be utilized per Task Order for the range of Task Order amounts below (shall apply to any job site location in Los Alamos County) :

Task Orders Amount (less GRT)	Mobilization Charge
Less than \$25,000	10% of Task Order Value
\$25,000 lo \$50,000	10% of Task Order Value
>\$50,000 to \$75,000	10% of Task Order Value
>\$75,000 to \$100.000	10% of Task Order Value
>\$100.000 to \$150.000	10% of Task Order Value
>\$150.000 lo \$200,000	10% of Task Order Value
>\$200,000 lo \$250,000	10% of Task Order Value
>\$250,000 to \$300.000	10% of Task Order Value
>\$300,000 lo \$350,000	10% of Task Order Value
>\$350,000 lo \$400,000	10% of Task Order Value
>\$400.000 to \$450.000	10% of Task Order Value
>\$450.000 to \$500.000	10% of Task Order Value
>\$500,000 and beyond	10% of Task Order Value



CITY OF LAS VEGAS COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 11/20/2024

Date Submitted: 10/17/2024

Department: Transportation

Item/Topic: Approval of Resolution No.24-27, Fiscal Year 2026 Section 5311 Grant Application Funding Requests

The City of Las Vegas Transportation Department is required to apply for section 5311 Grant funding annually. This application includes all documents required to comply under FTA and NMDOT guidelines. This application lists all expenses with calculated amounts based on previous years. The ratios of the local match are 80/20 for Administration expenses, 50/50 for Operating expenses and 80/20 for Capital expenses.

Fiscal Impact: City of Las Vegas would commit to these local match dollar amounts.

Attachments: FY26 Section 5311 Grant Application

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

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

ward

Finance Director

City Attorney (Approved as to Form)

	CITY CLERK'S USE ONLY COUNCIL ACTION TAKEN	
Resolution No Ordinance No.	Continued To: Referred To:	
Contract No.	Denied	
Approved	Other	

Revised October 2020

CITY OF LAS VEGAS, NEW MEXICO Resolution No. 24-27

A RESOLUTION TO APPLY FOR AND ACCEPT A PUBLIC RURAL TRANSPORTATION GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TRANSIT AND RAIL DIVISION

WHEREAS, the City of Las Vegas Meadow City Express ("City") has applied to the New Mexico Department of Transportation Transit and Rail Division ("NMDOT") for the FY26 Section 5311 Public Transportation Grant; and

WHEREAS, the City expects the total amount to be \$724,950.00; and

WHEREAS, the City would have to contribute 20% (\$33,090.00) for administrative expenses, 50% (\$204,750.00) for operating expenses, 20% (\$30,000.00) for capital outlay in order to receive the Grant for a total amount of \$267,840.00, including New Mexico gross receipts tax; and

WHEREAS, transportation is needed for the residents of the City of Las Vegas;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body hereby agrees to contribute 20% (\$33,090.00) for administrative expenses, 50% (\$204,750.00) for operating expenses, 20% (\$30,000.00) for capital outlay in order to receive the Grant, and agrees to use the Grant for the operation of the City of Las Vegas Meadow City Express Transit System.

APPROVED AND ADOPTED this _____ day of November, 2024.

David Romero, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

City Attorney



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

*Reviewed:	10/03/2024
Tim Montgomery, City Manager *(if not signed by City Manager first, this document w	Date will not be forwarded to the Attorney for review and approva
Date Submitted: 10/2/24	
Department Submitting: Transported	ion Submitter: Marcelino Ruppal
Documents To Be Reviewed: Res ducto Deadline: /0/11/24	in 24-27
Submitter Comments:	
Received by Human Resource:	Date:
City Manager / HR Comments:	
Disapproved: (Reason for Changes: Attorney Review	Disapproval): Date: <u>10/04/2024</u> Date
Approved /Disapproved: (Reason for D	Disapproval):
2 Finance Director	10-8-24 Date
Approved /Disapproved: (Reason for D	Disapproval):
3 Tim Montgomery, City Manager	10/10/2024 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.

Application

Application:

n: Section 5311/5339 Program (Rural/Non-Urbanized Public Transportation) FY 2026 Application Application Deadline: 9/6/2024 12:00:00 AM

Year: 2026 Status: Submitted

Application Form(s)

Organization: City of Las Vegas

Before you can submit this application, you must upload all required documents.

		<u>Documents</u>	
	<u>Download</u>	2026 Application Guide	
		Articles of Incorporation	<u>View</u>
\bigcirc		501(C)3 Certification (Required for Non-Profits)	<u>Attach</u>
0		SAM.gov Unique Entity Identifier Verification	<u>Re-</u> Upload
	<u>Download</u>	Signed and Dated Lobbying Certification Form	<u>View</u>
		Procurement Policy (New Applicants and Updated Policies)	<u>Attach</u>
		Complete Audit Report (FY23)	<u>Re-</u> Uploac
		Transit Related Audit Finding Documentation (If Applicable)	<u>Attach</u>
		Negotiated Indirect Cost Rate (Tribes upload current approval letter) A	
		Letter(s) of Resolution of Financial Commitment of Local Match (Must Include Dollar Amount)	<u>Re-</u> Upload
		Certificates of Insurance: Commercial General Liability, Vehicle and Facility Insurance Coverage and Flood Hazard Flood Insurance Policy (If applicable)	<u>Re-</u> Upload
		Historical Budget Information (FY22 and FY23) and Budget Projections for FY26 using FY24 and FY25 Information	<u>View</u>
		Map of Service Area (Must be Current) and Service Statistics	<u>View</u>
		Civil Rights Complaints/Review Activities Documentation (If applicable)	<u>Attach</u>
		Program Coordination	<u>View</u>
		Letter(s) of Program Support from Municipality, Board, or Council	<u>Re-</u> Upload
0		Program Justification	<u>View</u>
		Operations Profile	View

Requires Upload

O:

Optional Upload Complete

Download All

Line Item	Year	Description	Stimulus	Net Project Cost
117900	2026	Project Administration - Project Administration		\$165,450.00
300901	2026	Operating Assistance up to 50% Federal Share- Rural		\$409,500.00
111315	2026	Buy Expansion - Vans		\$150,000.00

- Budget Request Summary -

Budget Category	Net Project Cost	Total FTA Portion of Net Project Cost (max. allowed)	Total Minimum Required Local Match	Additional Local Funds
Administration Less 20.00% Local Match	\$165,450.00	\$132,360.00	\$33,090.00	\$0.00
Capital Less 20.00% Local Match	\$150,000.00	\$120,000.00	\$30,000.00	\$0.00
Operating Less 50.00% Local Match	\$409,500.00	\$204,750.00	\$204,750.00	\$0.00
Total	\$724,950.00	\$457,110.00	\$267,840.00	\$0.00

Budget Summary -

Expense

Supplies

1-11-05	Office Supplies	\$1,500.00
1-11-10	Furniture under \$1,000	\$0.00
1-11-12	Equipment under \$1,000	\$0.00
1-11-20	Janitorial Supplies	\$1,500.00
1-11-95	Other	\$0.00
2-08-05	Shop Supplies	\$0.00
2-08-10	Furniture & Equipment under \$500	\$0.00
2-08-15	Printing	\$0.00
2-08-95	Other	\$0.00

Vehicle Costs

2-11-05	Fuel			\$30,000.00
2-11-10	License & Fees			\$0.00
2-11-15	Oil & Lubricants			\$0.00
2-11-20	Replacement Parts			\$0.00
2-11-25	Tires			\$0.00
2-11-30	Vehicle Maintenance	(3)		\$20,000.00
2-11-35	Vehicle Painting			\$0.00
2-11-40	Vehicle Interior Maintenance			\$0.00
2-11-45	Freight			\$0.00
2-11-50	Vehicle Repair			\$0.00

2-11-60	Vehicle Insurance	\$27,200.00
2-11-95	Other	\$0.00
Insurance		
1-07-05	Buildings and Contents	\$0.00
1-07-10	General & Employee Liability Insurance	\$0.00
1-07-15	Surety and Fidelity Bonds	\$0.00
1-07-20	Claims Deductible	\$0.00
1-07-25	Vehicle Insurance	\$0.00
1-07-95	Other	\$0.00
Communication	ns	
1-03-05	Fax Machine	\$0.00
1-03-10	Internet Subscriber Services	\$0.00
1-03-15	Postage	\$50.00
1-03-20	Telephone	\$5,000.00
1-03-25	Cell Phone	\$0.00
1-03-30	Radio	\$0.00
1-03-35	Repeater Fees	\$0.00
1-03-95	Other	\$0.00
2-03-05	Cell Phone	\$0.00
2-03-10	Telephone	\$0.00
2-03-15	Radio Repeater	\$0.00
2-03-20	Mobile Radio	\$0.00
2-03-25	Radio	\$0.00
2-03-95	Other	\$0.00
Occupancy Cos	ts	
1-08-05	Office Rent	\$0.00
1-08-10	Utilities	\$0.00
1-08-20	Building Maintenance	\$0.00
1-08-95	Other	\$0.00
2-06-05	Building Maintenance	\$0.00
2-06-10	Operational Rent	\$0.00
2-06-15	Utilities	\$0.00
2-06-20	Building Insurance	\$0.00
2-06-25	Building and Grounds	\$0.00
2-06-30	Pest Control	\$0.00
2-06-35	Landscaping services	\$0.00
2 00 05		

Contractual Services

2-06-95 Other

1-04-05	Audit	\$0.00
1-04-10	Advertising	\$5,000.00

\$0.00

1-04-15	Equipment Rental/Lease	\$1,500.00
1-04-20	Contractual Services - Other	\$0.00
1-04-25	Contractual Services - Janitorial	\$0.00
1-04-26	Temporary Employment Services	\$0.00
1-04-27	Accounting	\$0.00
1-04-28	Consulting Services	\$0.00
1-04-30	Indirect Costs	\$0.00
1-04-95	Other	\$0.00
2-04-05	Maintenance - Machinery	\$0.00
2-04-06	Maintenance - Equipment	\$0.00
2-04-10	Equipment Rental/Lease	\$0.00
2-04-15	Contractual Services - Other	\$0.00
2-04-20	Transit Services	\$0.00
2-04-25	Software Lease	\$0.00
2-04-30	Indirect Cost Rate	\$0.00
2-04-95	Other	\$0.00

Training

1-12-05	Training	\$3,000.00
1-12-95	Other	\$0.00
2-09-05	Training	\$0.00
2-09-95	Other	\$0.00

Capital Expenses

Fringe Benefits

1-02-05	FICA		\$8,200.00
1-02-10	PERA Retirement		\$10,400.00
1-02-15	Health Insurance		\$10,700.00
1-02-20	Unemployment Insurance		\$300.00
1-02-25	Workmen's Compensation		\$2,100.00
1-02-30	Other Fringe Benefits		\$2,800.00
1-02-95	Other		\$0.00
2-02-05	FICA		\$18,700.00
2-02-10	PERA Retirement		\$24,000.00
2-02-15	Health Insurance		\$33,500.00
2-02-20	Unemployment Insurance		\$900.00
2-02-25	Worker's Compensation		\$11,500.00
2-02-95	Other		\$6,700.00

Personnel Costs

1-09-10	Physicals	\$0.00
1-09-12	Drug Screens	\$0.00

1-09-15	Vaccinations	\$0.00
1-09-95	Other	\$0.00
2 - 07-03	Uniform Laundry Services	\$0.00
2-07-05	Uniform Purchase	\$5,000.00
2-07-06	Background Checks	\$0.00
2-07-10	Vaccinations	\$0.00
2-07-12	Drug Screens	\$0.00
2-07-15	Physicals	\$0.00
2-07-95	Other	\$0.00

Dues and Subscriptions

1-05-05	NMTA	\$400.00
1-05-10	SWTA	\$0.00
1-05-15	Transit Publications	\$0.00
1-05-20	СТАА	\$0.00
1-05-21	Business Registration Fees	\$0.00
1-05-95	Other	\$0.00

Printing/Copying Costs

1-10-05	Printing	\$0.00
1-10-10	Copying	\$0.00
1-10-95	Other	\$0.00

Travel

1-13-05	Mileage	\$6,000.00
1-13-10	Public Transport Fares	\$0.00
1-13-15	Per Diem	\$0.00
1-13-20	Registration Fees	\$0.00
1-13-25	Lodging and Meals	\$0.00
1-13-30	Other	\$0.00
2-10-05	Mileage	\$0.00
2-10-10	Public Transport Fares	\$0.00
2-10-15	Per Diem	\$0.00
2-10-20	Registration Fees	\$0.00
2-10-25	Lodging & Meals	\$0.00
2-10-30	Other	\$0.00

Equipment

1-06-10	Equipment Repair		\$0.00
1-06-15	Computer Purchase	2)	· \$0.00
1-06-20	Software Purchase		\$0.00
1-06-25	Software Lease		\$0.00
1-06-95	Other		\$0.00
2-05-10	Assigned Vehicle Use		\$0.00

2-05-25	Equipment Repair	\$0.0
2-05-95	Other	
2-03-95	other	\$0.0
Salaries and W	ages	
1-01-05	Director	\$0.0
1-01-10	Managers	\$67,000.0
1-01-12	Financial Manager	\$0.0
1-01-15	Clerical Support Staff	\$40,000.0
1-01-20	Accounting Staff	\$0.0
1-01-25	Administrative Assistant	\$0.0
1-01-30	Village Administrator	\$0.0
1-01-35	CFO	\$0.0
1-01-40	Salary Adjustments	\$0.0
1-01-45	Chief Executive Officer	\$0.0
1-01-50	Transportation Coordinator	\$0.0
1-01-55	Public Works Director	\$0.0
1-01-60	Janitor	\$0.0
1-01-65	Temporary	\$0.0
1-01-95	Other	\$0.0
2-01-05	Supervisor	\$52,000.0
2-01-10	Drivers	\$192,000.0
2-01-15	Mechanics	\$0.0
2-01-20	Dispatcher	\$0.00
2-01-25	Janitor	\$0.00
2-01-30	Salary Adjustment	\$0.00
2-01-35	Overtime	\$0.00
2-01-40	Mechanic Supervisor	\$0.00
2-01-45	Auto Parts Clerk	\$0.00
2-01-50	Maintainer	\$0.00
2-01-55	Accountant	\$0.00
2-01-60	Laborer	\$0.00
2-01-95	Other	\$0.00
Revenue (Non-(Advertising	Calculated)	
Auvertising	Advertising	\$0.00
		\$0.00
Contracting		
	Contracting	\$0.00
Revenue	a	* *
Passenger Fare	s	
2-11-55	Passenger Fares	\$12,000.00
~ ~ ~ ~		φ12,000.00

		Total Exper Total Reve Net Project (nue	5	736,950.00 \$12,000.00 724,950.00
Additional Documents — Document Name:					
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Uploaded: Letter(s) of Resolution of Financial Commitment of Local Match (Must Include Dollar Amount)				Roy 9/6	rcelino /bal on /2024 5:00 AM
Uploaded: Operations Profile				Roy 9/5,	rcelino /bal on /2024 3:13 PM
Uploaded: Letter(s) of Program Support from					rcelino vbal on

Status	Comments	Last Modified By
Municipality, Board, or		9/4/2024
Council		8:38:30 AN
Uploaded: Certificates of		
Insurance: Commercial		Marcelino
General Liability, Vehicle		Roybal on
and Facility Insurance		9/3/2024
Coverage and Flood Hazard		3:02:35 PN
Flood Insurance Policy (If applicable)		
		Marcelino
Uploaded: Program		Roybal on
Justification		9/3/2024
		10:45:44 A
		Marcelino
Uploaded: Program		Roybal on
Coordination		9/3/2024
		9:26:39 AN
Uploaded: Map of Service		Marcelino
Area (Must be Current) and		Roybal on
Service Statistics		9/3/2024 9:22:54 AN
Uploaded: Historical		
Budget Information (FY22		Marcelino
and FY23) and Budget		Roybal on
Projections for FY26 using		9/3/2024 9:21:18 AN
FY24 and FY25 Information		9.21.10 AN
		Marcelino
Uploaded: Complete Audit		Roybal on
Report (FY23)		9/3/2024
		9:01:14 AN
United and CARA 11.1		Marcelino
Uploaded: SAM.gov Unique		Roybal on
Entity Identifier Verification		8/30/2024 4:32:18 PM
		Marcelino
Uploaded: Articles of		Roybal on
Incorporation		8/30/2024
*		10:18:04 A



CITY OF LAS VEGAS COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 20, 2024

Date Submitted: 11/8/24

Department: Human Resource/Executive

Item/Topic: Consideration to approve the 2025 Holiday Leave and Pay Period Calendar for City of Las Vegas Employees. As per Personnel Ordinance Article XI. Leave and Fringe Benefits, Section 66-51 Holiday Leave (A) Paid holidays – The City Council shall schedule 92 hours of holiday leave per year to be designated annually by administrative regulation.

Fiscal Impact: Budgeted for with the new Fiscal Year Budget.

Attachments: Proposed Administrative Regulation establishing the 2025 Holiday Leave and Pay Period Calendar, holiday list and days observed, 2025 calendar with pay period ending, paydays and holidays observed and pay period schedule.

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

Approved For Submittal By:

Reviewed By:

august

Finance Director

Department 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 ADMINISTRATIVE REGULATION



SUBJECT: 2025 Holiday Leave and Pay Period Calendar

ADMINISTRATIVE NUMBER: A-24-260
REVISION: 11/20/2024
SUPERSEDES: All
EFFECTIVE DATE: January 1, 2025
PAGE(S): 4

APPROVED BY:

Tim Montgomery, City Manager

- I. **PURPOSE:** The purpose of this administrative regulation is to set forth the Holiday Leave and Pay Period Calendar for 2025.
- **II. OBJECTIVE:** The primary objective is to develop an Administrative Regulation to provide City employees with a Calendar of City Observed Paid Holidays and Pay Period Schedule.
- **III. AUTHORIZATION:** Personnel Ordinance § 66-51 authorizes 92 hours of holiday leave per year; however holidays may be added yearly as per the State Holiday Calendar and any other City observed holidays. The City of Las Vegas Holiday Calendar must be approved by the Governing Body at the end of every year and will remain set for the new upcoming year.
- **IV. ATTACHMENTS: (1)** Holiday list and days Observed **(2)** 2025 Calendar with Pay Period Ending, Paydays and Holidays Observed **(3)** Pay Period Schedule.

Administrative Regulation No. A-24-260 HOLIDAY CALENDAR 2025 Effective Date: January 1, 2025 Subject: Personnel

New Years Day (January 1, 2025)

Martin Luther King Day (January 20, 2025)

Lincoln's Birthday (February 12, 2025)

President's Day (February 17, 2025)

Good Friday (April 18, 2025)

Memorial Day (May 26, 2025)

Juneteenth (June 19, 2024)

Independence Day (July 4, 2025)

Labor Day (September 1, 2025)

Indigenous People's Day (October 13, 2025)

Veteran's Day (November 11, 2025)

Thanksgiving Day (November 27, 2025)

Christmas Day (December 25, 2025)

Day After Christmas Day (December 26, 2025)

Personal Holiday (8hours)

Will be observed Wednesday, January 1, 2025

Will be observed Monday, January 20, 2025

Will be observed Friday November 28, 2025

Will be observed Monday, February 17, 2025

Will be observed Friday, April 18, 2024 (8 hours)

Will be observed Monday, May 26, 2025

Will be observed Thursday, June 19, 2025

Will be observed Friday, July 4, 2025

Will be observed Monday, September 1, 2025

Will be observed Monday, October 13, 2025

Will be observed Tuesday, November 11, 2025

Will be observed Thursday, November 27, 2025

Will be observed Thursday, December 25, 2025

Will be observed Friday, December 26, 2025

Will be observed during the year

City Manager

JANUARY 2025

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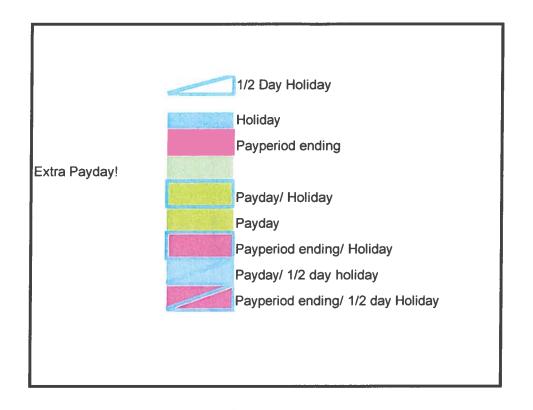
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CITY OF LAS VEGAS ADMINISTRATIVE REGULATION



SUBJECT: Employee Holidays 2024

ADMINISTRATIVE NUMBER: A-22-258

REVISION: N/A

SUPERSEDES: ALL

EFFECTIVE DATE: January 1, 2024

PAGE(S): 4

APPROVED BY: Leo Maestas City Manager

- **I. PURPOSE/OBJECTIVE:** The purpose of this administrative regulation is to set forth the Holiday Calendar for 2024.
- II. **AUTHORIZATION:** Personnel Ordinance § 66-51 authorizes 92 hours of holiday leave per year.

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Administrative Regulation No. <u>A-22-258</u> HOLIDAY CALENDAR 2024 Effective Date: January 1, 2024 Subject: Personnel

New Years Day (January 1, 2024)

Martin Luther King Day (January 15, 2024)

Lincoln's Birthday (February 12, 2024)

President's Day (February 19, 2024)

Good Friday (March 29, 2024)

Memorial Day (May 27, 2024)

Juneteeth (June 19, 2024)

Independence Day (July 4, 2024)

Labor Day (September 2, 2024)

Indigenous People's Day (October 14, 2024)

Veteran's Day (November 11, 2024)

Thanksgiving Day (November 28, 2024)

Christmas Day (December 25, 2024)

Personal Holiday (8hours)

Lity Manager

Will be observed Monday, January 1, 2024

Will be observed Monday, January 15, 2024

Will be observed Friday November 29, 2024

Will be observed Monday, February 19, 2024

Will be observed Friday, March 29, 2024 (1/2 day)

Will be observed Monday, May 27, 2024

Will be observed Wednesday, June 19, 2024

Will be observed Thursday, July 4, 2024

Will be observed Monday, September 2, 2024

Will be observed Monday, October 14, 2024

Will be observed Monday, November 11, 2024

Will be observed Thursday, November 28, 2024

Will be observed Wednesday, December 25, 2024

Will be observed during the year

Date 4

PAY PERIOD	DATES	CHECK Date
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CITY OF LAS VEGAS COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 20, 2024

Date Submitted: 10/6/24

Department: Parks & Recreation/Executive

Item/Topic: Consideration to approve the restructuring of the Parks & Recreation Department Organizational Chart by placing the department under the direction of the Executive Office/City Manager, removing the Director position, adding a Parks Manager, combining the positions of Adult Program Coordinator and Youth Program Coordinator and modifying the job title as a Programs Coordinator and restructuring the Chain of Command. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

Fiscal Impact: None

Attachments: City of Las Vegas Proposed Organizational Chart for the Executive Department and current Parks & Recreation Department Organizational Department.

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

Approved For Submittal By:

Reviewed By:

Com coran

Finance Director

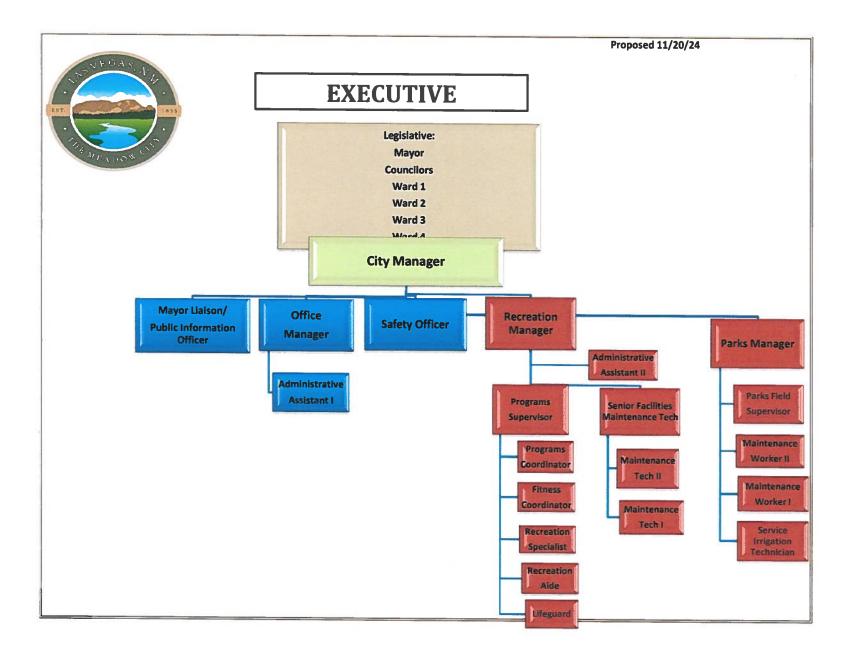
Department Director

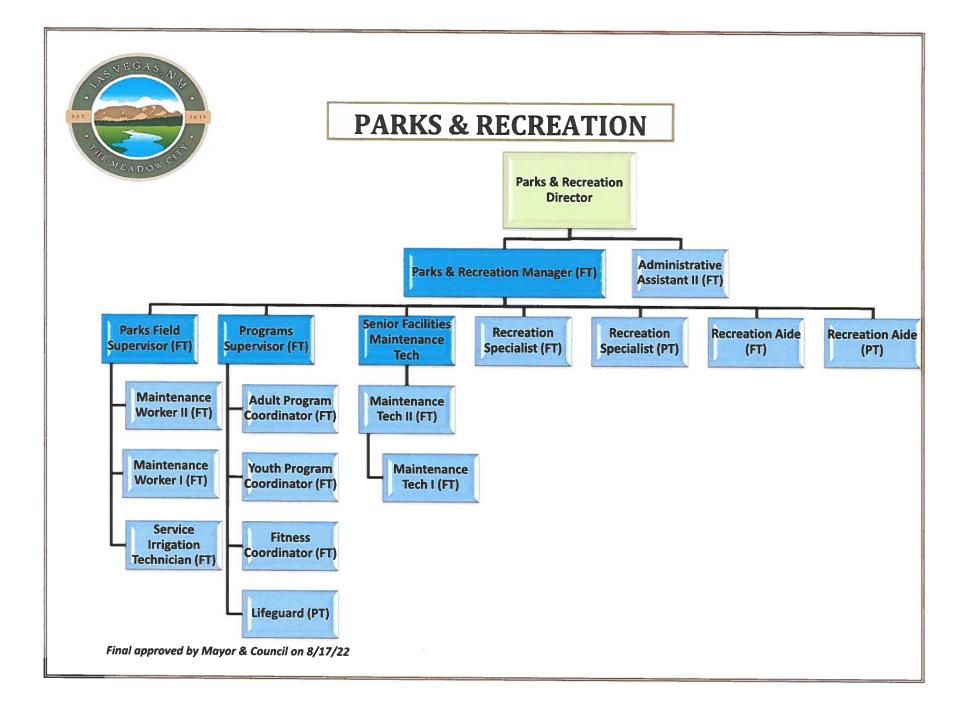
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Resolution No. _____ Ordinance No. _____ Contract No. _____ Approved _____

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COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 20, 2024

Date Submitted: 11/13/24

Department: Utilities

Item/Topic: Request approval of Contract with AECOM for the Peterson Dam Replacement Project Phase 3 Final Design and Phase 4 Engineering During Construction Scope of Work.

The total cost for both phases is \$2,493,380.00

Fiscal Impact: Costs have been budgeted and will be paid out of the designated line item number.

Attachments: Contract with AECOM/Attorney approval form

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:

107

Department Director

City Manager

Reviewed By:

barry as

Finance Director

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Resolution No.	
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Contract No	
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Revised October 2022



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

*Reviewed:

 Tim Montgomery, City Manager
 11/12/2024/

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

Date Submitted: <u>11/06/2024</u>

Department Submitting: <u>Utilities</u> Submitter: <u>Travis Martinez</u>

Documents to be reviewed: <u>AECOM contract for Peterson Dam Replacement project – Phase 3</u> <u>Final Design and Phase 4 Engineering during construction work.</u> Deadline: <u>ASAP</u>_____

Submitter Comments: We would like to take this to Council at the next meeting on November 13, 2024. Total cost for Phases 3 and 4 is \$2,493,380.

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 Dis	approval):
Changes:	Date:
Attorney Review	11/13/2024 Date
Approved/Disapproved: (Reason for Disa	pproval):
Finance Director	11-14-24
Finance Director	Date
Approved Disapproved: (Reason for Disap	pproval):
	11/14/2024
Tim Montgomery, City Manager	Date
Received by City Clerk's Office	Date:
(Only if being placed on the Agenda)	

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



Travis Martinez

Utilities Director

City of Las Vegas, NM

To:

AECOM 7595 Technology Way Denver, CO 80237 aecom.com

September 06, 2024

Project Name Peterson Dam Replacement Project – Phase 3 Final Design and Phase 4A Bid Support

Peterson Dam Replacement Project - Phase 3 Final Design and Phase 4 Engineering During Construction Scope of Work

This document contains the scope of work for the Peterson Dam Replacement Project - Phase 3 – Final Design (Phase 3) and Phase 4A – Bid Support (Phase 4A). The City of Las Vegas, New Mexico (City) owns and operates Peterson Dam. The dam is over 100 years old and is need of replacement. AECOM Technical Services, Inc (AECOM) is proposing the tasks described below to complete the final design of the concrete dam, including project management and meetings, environmental and permitting, design and analyses, and development of construction drawings, specifications, and design report. This scope of work assumes that the project with follow the design/bid/build process; if a different construction contracting mechanism is utilized, this scope and the associated fee will require revisions.

Phase 3 – Final Design

1. Task 1 – Project Management and Meetings

1.1 Project Management

AECOM's project manager (PM) will monitor project progress by task against the scheduled progress. Each task budget will be updated on a monthly basis and will be reported as a part of invoicing. AECOM's PM will submit monthly invoices. The accompanying budget status report will indicate the budget spent and budget remaining after each invoice billing period and will include a list of the work completed during each invoice billing period. Schedule status will be reported on a monthly basis as a part of invoicing. AECOM will produce a monthly progress memo to support the monthly invoice.

Deliverables:

- Monthly invoices and progress reports (electronic copy) in PDF format
- 1.2 Meetings
- 1.2.1 In-Person Kick-off Meeting, Data Review, and Site Visit

The AECOM team will attend an in-person kick-off meeting at the start of the project. AECOM will review information from previous design phases and complete a review of available existing data from the City and internal records from previous projects at the site. The in-person kick-off meeting and site visit will be attended by the AECOM PM, structural lead, geotechnical lead, permitting lead, mechanical/piping lead, and electrical lead for a total of six in-person attendees from AECOM. Other AECOM staff will join the kick-off meeting virtually.

AECOM will visit the site to better visualize the existing conditions and the requests of the City for relocation and upgrades to the mechanical, piping, and electrical systems at and around Peterson Dam. AECOM will request information from the City and County regarding existing electrical utilities and visit the site to verify existing conditions and determine the extent of electrical demolition works and tie-in points for the new installations.



AECOM will request existing infrastructure information from the City to formulate tie-in plans for the existing infrastructure. Geotechnical investigation data will also be used to develop a plan for facility siting and pipeline routing. Available data for the Peterson pump station pump curves and pumping records will be required to confirm hydraulic conditions of the system after upgrades have been made. Any additional questions that are generated from the site visit and/or data review will be included in formal requests for information. As part of this data review, AECOM will request operating ranges and any changes to pump station operations that may have an impact on hydraulics of the raw water diversion pipeline.

Deliverables:

- Kick-off meeting agenda and kick-off meeting notes submitted in electronic format (PDF)
- Requests for information submitted to the City based on the site visit
- Assumptions:
- Six AECOM staff will attend the in-person kick-off meeting and site visit. The PM and engineering staff will mobilize from Denver, Colorado, and associated costs include lodging for one night's stay per person and two rental cars.

1.2.2 Internal AECOM meetings

Internal meetings include weekly update meetings for the AECOM team to include internal coordination among the AECOM team members. Internal meetings are assumed to be 0.5 hour per week for each discipline lead and the PM, with a total of eight staff per meeting.

1.2.3 Monthly progress meetings -

The AECOM PM will facilitate monthly progress meetings with the City. Each meeting will last 1 hour and will include, but not be limited to, the following:

- Safety Moment
- Review of Completed Work
- Upcoming Work Planned
- Schedule Review
- Action Items

Meetings will be attended by the AECOM PM and up to three AECOM design leads. AECOM will generate meeting notes and distribute to all attendees for review. Notes will be finalized one work week later and distributed to the attendees for record purposes.

Deliverables:

- Draft Meeting Notes (Microsoft Word)
- Final Meeting Notes (PDF)

1.2.4 Update meetings with the New Mexico Office of the State Engineer (OSE)

The AECOM PM will facilitate update meetings with the OSE at each design stage (60 percent [%], 90%, and 100%) in addition to one meeting to discuss OSE comments on the 100% design documents. These meetings will be one hour and will be attended by the AECOM PM and up to five AECOM design leads. AECOM will generate meeting notes and distribute to all attendees for review. Notes will be finalized one work week later and distributed to the attendees for record.

Deliverables:

- Draft Meeting Notes (Microsoft Word)
- Final Meeting Notes (PDF)

2. Task 2 – Clean Water Act Section 401/404 and National Environmental Policy Act (NEPA) Compliance

This task presents AECOM's scope of work to provide permitting support for the Peterson Dam Replacement Project. The purpose of this work is to acquire the necessary environmental approvals from the United States Army Corps of Engineers (USACE) and other applicable agencies to construct the dam replacement. The approvals are required based on our current understanding of the project and the guidance AECOM received from the USACE on April 11, 2023. AECOM does not guarantee how the USACE and other agencies will respond to the City's request for permits; therefore, the services outlined below may be modified based on the direction received from the Jurisdictional Determination submitted on April 24, 2023. Additionally, an agency meeting and other agency coordination will likely be required to discuss mitigation requirements for wetlands.

2.1 404 Permit Application

The following permitting scope includes development of the necessary submittal documents for the authorization of a Clean Water Act Section 404 Individual Permit from the USACE, including an alternative analysis, mitigation plan, functional assessment, 404(1)(B), agency coordination and 401 water quality certification:

- 1. Participate in a pre-application meeting with the USACE and determine the permitting requirements based on the Jurisdictional Determination submitted on April 11, 2023. This meeting will inform the permit type required (i.e., Individual Permit or a Nationwide Permit). Based on previous guidance, an Individual Permit will likely be needed.
- 2. Prepare the following submittals:
 - a. USACE Section 404 Individual Permit application for the current project.
 - b. Section 404(b)1 guidelines compliance analysis.
 - c. Wetland functional assessment, if applicable, as there does not appear to be an established method for reservoir-supported wetlands.
 - d. List of adjacent landowners.
 - e. Letter submittal requesting verification of analysis of effects to federally listed threatened and endangered species, including the updated Biological Assessment/Biological Evaluation.
- Coordinate with other agencies [e.g., United States Fish and Wildlife Service] as needed based on guidance from the USACE in an attempt to obtain regulatory clearances in relation to the 404 Permit.
- 4. Assist the USACE in reviewing and/or responding to comments on the 404 Permit application.

In addition to compliance with the Clean Water Act, compliance with the NEPA is required for the enlargement project due to the federal nexus with filling jurisdictional waters of the United States. The USACE will be the lead federal agency for NEPA compliance. Under this task, AECOM will prepare a Decision Document and submit it to the USACE for review. The Decision Document will consist of information pertaining to Purpose and Need, the Proposed Action, affected environment, impacts and mitigation. The USACE will validate the Decision Document and prepare a Finding of No Significant Impact (FONSI), assuming no significant impacts result from the enlargement project.

Deliverables:

 Individual Permit Application (submitted to USACE and New Mexico Environmental Department [NMED]) including supporting documentation described above 22,000



Draft Decision Document for NEPA compliance (submitted to USACE), responses to **USACE** comments.

Assumptions for Clean Water Act Section 401/404 and NEPA Compliance:

- AECOM will submit an Individual Permit to the USACE.
- AECOM will conduct a functional assessment and Clean Water Action Section 404(b)(1) analysis.
- Species surveys will not be conducted under this task.
- No migratory bird nest surveys are included in this task.
- No new geographical information system (GIS) field data will be collected.
- There are no adverse impacts to federally listed threatened and endangered (T&E) species and the project will not impact critical habitat for any federally listed species.
- The project will be in compliance with State water quality requirements and will not • require additional consultation for Section 401 Certification.
- Wetland mitigation will be on-site and will use a design similar to other recent and nearby AECOM projects that were approved by the USACE (Bradner Dam and Morphy Reservoir).
- NEPA compliance will not include the preparation of an Environmental Assessment (EA) • or Environmental Impact Statement (EIS).
- No other federal (i.e., access or special use permits, etc.,) or state permitting will be • required beyond the 404/401 Permit and the Conditional Letter of Map Revision (CLOMR).
- No more than 20 unique comments will be received on the 404 Permit. •

Floodplain Permitting 2.2

AECOM will finalize the floodplain permitting to include incorporation of any comments received from the County or Federal Emergency Management Agency (FEMA). The floodplain permit will be finalized and submitted prior to completion of the design.

Deliverables:

Floodplain permit will be submitted to San Miguel County electronically in PDF format

Task 3 – Design and Analyses 3.

The design and analyses tasks are described below and will be recorded in the design report, including the appendices to include calculations for each design discipline.

Hydrology and Hydraulics 3.1

The hydrology and hydraulics design and analysis scope for this work will include the following:

Hydrology 3.1.1

AECOM will revise the 2020 Draft Peterson Dam Hydrology Report to conform with the NMOSE's 2021 Guidelines for Hydrologic Analysis for Dams, and will consider hydrologic impacts related to the burn scar area north of the reservoir for frequency storm events. During this revision, AECOM will also address comments generated from the OSE review of the Draft Hydrology Report. Upon completion of the revised analyses, AECOM will develop a Draft-Final Peterson Hydrology Report for review by the client and the OSE. Any comments generated from the review of the Draft-Final Hydrology Report will be addressed, and a Final Hydrology Report will be prepared. Revisions to the dam's hydrology will likely result in updated reservoir inflows and water surface elevations associated with the inflow design flood (IDF). Updates to the IDF

will be accounted for in the final design of the hydraulic structures (i.e., Dam Crest, Spillway, Outlet Works, Stilling Basin).

Deliverables:

- Draft Hydrology Report electronically in Word and PDF formats
- Draft-Final Hydrology Repot electronically in Word and PDF formats
- Final Hydrology Report electronically in PDF format

3.1.2 Wind and Wave Runup Analysis

AECOM will review the wind and wave runup calculations that were performed for the 30% Design Report and update them to reflect potential revisions to the IDF (as discussed in Task 3.1.1). The wind and wave runup results will be used to confirm that the selected dam crest elevation meets OSE freeboard requirements.

3.1.3 Spillway Crest Design and Geometry

AECOM will review the spillway crest design calculations that were performed for the 30% Design Report and update them to reflect potential revisions to the IDF (as discussed in Task 3.1.1.). The performance of the 30% spillway design will be confirmed, or revised if necessary, based on changes to the IDF and any other design changes that may impact the spillway dimensions or elevations. A spillway rating curve will be developed for the final spillway configuration based on the three-dimensional (3D) computational fluid dynamics (CFD) model that will be developed to confirm the performance of the stilling basin (discussed in Task 3.1.5).

3.1.4 Outlet Works Design

AECOM will review the outlet works hydraulic design calculations that were performed for the 30% Design Report and update them to reflect potential revisions to the IDF (as discussed in Task 3.1.1.). The capacity of the 30% emergency drain outlet works design will be confirmed, or revised if necessary, based on changes to the IDF and any other design changes that may impact the intake tower geometry, conduit configuration (lengths, bends, and slopes), and valve locations. The emergency drain rating curve will be used to confirm that it has the capacity to drain the reservoir in less than 45 days, as required by the OSE.

Additionally, a rating curve for the pipe network to the downstream water treatment plant (and any improvements to the control vault and pipe network as part of this dam replacement project) will be developed based on the utilities survey performed to support Task 3.4.1 and the final outlet conduit configuration.

Outlet works rating curves will be developed based on OSE Rules (2010) and guidance presented in Design of Small Dams (United States Bureau of Reclamation [Reclamation]1987).

3.1.5 Stilling Basin Design and Tailwater Analysis

For the 30% Design Report, AECOM used the procedure in Hydraulic Design of Stilling Basins (Reclamation 1984) to estimate sizing for the Type III stilling basin. However, the lab data used to develop that procedure was based on slopes shallower than 0.6H:1V (horizontal:vertical). The proposed spillway chute at Peterson Dam has a slope of 0.33H:1V, which is significantly steeper than the slopes for which the procedure is intended and, therefore, the stilling basin may not perform as described in the design document. Additionally, the hydraulic performance of a converging basin can be unpredictable. For both of these reasons, FLOW-3D modeling of the spillway, stilling basin, and downstream tailwater conditions will be performed to confirm their hydraulic performance. Modifications to the Type III stilling basin design will likely be necessary,

such as increasing the size of the baffle blocks and shortening the distance between the chute blocks and baffle blocks (compared to what is presented in the 30% Design Report). These modifications will be determined based on the CFD modeling. The CFD modeling will also incorporate any potential revisions to the IDF, analyze the potential for cavitation, and be used to select any protective measures that may be necessary.

3.2 Geologic and Geotechnical

AECOM has proposed a comprehensive geologic and geotechnical investigation program to further quantify the subsurface materials in support of the final design effort. Previous subsurface investigations (2012, 2014, and 2022) and geophysical data collected in 2020 do not indicate that the geologic conditions at the Peterson site would present a fatal flaw to a new arch dam structure and an increase in reservoir storage of 10 feet. However, there still is relatively limited data on the overall groundwater regime and overall characterization and behavior of the Montezuma Fault.

Groundwater at the site is largely not characterized. In the general area where the proposed dam site has been explored, groundwater elevations are relatively shallow (i.e., approximately 10 feet below the invert of the valley). Hydrothermal activity is observed in the nearby springs at Montezuma Castle, and steady-state groundwater levels likely match elevations at the springs and in the Gallinas Creek. Additional information is needed to understand reservoir losses at the dam versus seepage into geologic units.

A final design field investigation is proposed to support geologic and geotechnical analyses that will influence the final design of Peterson Dam. A brief summary of unknowns to further investigate include: local groundwater monitoring of hydrogeologic conditions and gradients proximate to the Montezuma Fault; local groundwater testing to determine carbonate levels; additional rock core drilling within the foundation and abutments; and rock core drilling within the Madera Formation along the western reservoir rim.

The scope of work for this field investigation is to perform geologic and geotechnical field investigations consisting of five (5) rock core drilling locations within the arch dam foundation footprint and abutment contacts and throughout portions of the western reservoir rim, proximate to and through the Montezuma Fault. Additionally, in-situ testing consisting of water pressure testing (packer permeability), dilatometer testing, and down-hole geophysics are proposed to be performed at each location.

3.2.1 Final Design Field Investigation

The final design field investigation will investigate the most critical components outlined below that will influence the design of Peterson Dam. The results and data collected will be reviewed, evaluated, and used to refine the design.

The final design field investigation encompasses the field investigation oversight by AECOM, detailed field mapping performed by AECOM, laboratory testing assignment and reduction, data analyses, and associated reporting of the final design field investigation. A safe work plan will be prepared prior to conducting the field work, which will include applicable site-specific safety protocols and policies. A field investigation work plan will also be prepared prior to conducting the field work plan will also be prepared prior to conducting the field work plan will also be prepared prior to conducting the field work plan will also be prepared prior to conducting the field work. The document will present and summarize the proposed field investigations, installation and construction procedures, logging details, etc., as well as include site-specific

data obtained from previous investigations. A drilling subcontractor licensed in New Mexico will perform the drilling investigation with oversight and management performed by AECOM. It is assumed that two drill rigs will be running simultaneously with oversight by an AECOM senior geologist and a staff geologist. The specifics of the proposed field investigation are discussed below.

- Concrete Arch Dam Foundation and Abutment Characterization
 - One (1) rock core test hole within the right abutment to include dilatometer testing, continuous single packer water pressure testing, and installation of a vibrating wire piezometer, as well as optical and acoustical televiewers (downhole geophysics) to characterize rock quality, permeability, and deformation moduli;
 - One (1) rock core test hole within the left abutment to include dilatometer testing, continuous single packer water pressure testing, and installation of a vibrating wire piezometer, as well as optical and acoustical televiewers (downhole geophysics) to characterize rock quality, permeability, and deformation moduli; and
 - One (1) rock core test hole within the arch dam foundation footprint to include dilatometer testing, continuous single packer water pressure testing, and installation of a vibrating wire piezometer, as well as optical and acoustical televiewers (downhole geophysics) and non-linear Multichannel Analysis of Surface Waves (MASW) for direct seismic velocity measurements to confirm foundation permeability, rock deformation moduli, in-situ testing for erodibility parameters, and obtaining Vs30 measurements for seismic site class properties.
 - Western Reservoir Rim Karst Characterization
 - Two (2) rock core test holes co-located with the electrical resistivity imaging (ERI) geophysics line performed in 2020 to characterize the karst morphology within the Madera Formation, including single packer water pressure testing and optical and acoustical televiewers in conjunction with resistivity and caliper natural gamma measurements (downhole geophysics) with vibrating wire piezometer completions.

Detailed field mapping is also proposed to be performed by an AECOM senior geologist to further characterize and refine details related to the arch dam foundation footprint and abutment contacts, subsurface geologic formations and character, as well as on the Montezuma Fault. The rock core drilling, various piezometer installations, in-situ testing, and downhole geophysics are envisioned to take about 30-working days with a single drill rig.

The work breakdown for the field investigation task is split into the following subtasks:

- Safe Work Plan .
- Field Work Plan
- Drilling Investigation Oversight ٠
- **Detailed Field Mapping** .
- Laboratory Testing Assignment/Support •
- **Data Analysis**

The field work plan shall be submitted to the OSE-DSB for review and approval prior to the initiation of the field work. The purpose of the laboratory testing program is to obtain site-specific data from the aforementioned areas of interest to support the final design effort and associated analyses. The material characterizations and laboratory results are used as input for the data analyses. A LeapFrog and FEFLOW models are proposed to be developed, which are 3D geological and groundwater models for use in summarizing, quantifying, and interpreting all



subsurface data obtained to-date at the Peterson site in order to develop a realistic presentation of the complex subsurface geology and groundwater (seepage) flows.

Results from the field investigations and laboratory testing will be compiled and summarized as a revision to the Draft Peterson Dam Geologic Baseline Report (AECOM 2021) as well as pertinent discussion and analyses results provided within the Peterson Dam final design report. Included within the reports are the raw data reduction, interpretations, and presentation of the results obtained from the field investigation. The following data reduction and interpretations are envisioned:

- gINT Summary Test Hole Logs
- Packer Permeability Calculations
- Laboratory Data Results Tabulation
- Rock Mechanics Calculations
- Vibrating Wire Piezometer and Standpipe Piezometer Tabulation and Data Reduction
- LeapFrog 3D Subsurface Model
- FEFLOW 3D Subsurface Groundwater Model
- Rock Quantity Designation Calculations
- Rockworks Stereonet Analyses
- Seismic Data Reduction
- Historical Data Review and Tabulation

The main subcontractor components are outlined below. Costs associated with each subcontractor element listed were estimated from subcontractor bids or from previous work performed for AECOM on various projects in 2022.

- Rock Core Drilling
- Vibrating Wire Piezometer Installation
- Downhole Geophysics
- Direct Seismic Velocity Measurements
- Dilatometer Testing
- Laboratory Testing

The drilling subcontractor will perform the rock core drilling and vibrating wire piezometer installation. A geophysical subcontractor will perform the downhole geophysics and direct seismic velocity measurements (via a non-linear MASW survey). A specialty in-situ testing subcontractor would perform the dilatometer testing, and an ASTM International (formerly the American Society for Testing and Materials [ASTM]) accredited rock and soil testing laboratory would perform the laboratory testing.

3.2.2 Geotechnical / Geologic Design and Analysis

Peterson Dam will be raised (up to 10 feet) with construction of a new concrete arch dam. The raise will be constructed mainly of reinforced structural concrete with some earthworks for grading and drainage. The designs will be based on previous and proposed field investigations and site inspections.

There is a moderate potential for needing to include a seepage barrier along portions of the western reservoir rim in order to limit seepage from entering the karst limestone and faulted zones. The seepage barrier will be in addition to a foundation grouting program (grout curtain) located within the foundation and abutment contacts of the new arch dam site.

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The appropriate design and analyses standards will be followed in conformance with OSE Rules 19.25.12 New Mexico Administrative Code (NMAC).

Assumptions:

- Material properties will be based on field investigations performed to-date and proposed for final design.
- The Peak Ground Acceleration (PGA) for the site is assumed to be 0.15g (approximately a • 5000-year return period). However, the Bradner Dam site-specific PSHA performed by URS in 2013 shall be reviewed by our seismic hazards group and revised to reflect current seismotectonic information, as needed, for Peterson Dam.
- Design effort will include completion of geotechnical and geologic analyses. •
- Analyses will be described and documented in the final design report.
- Material characterization and study section development to provide modeling details and parameters for engineering analyses.
- 3D Steady-State Seepage Assessment. ٠
- 2D Limit Equilibrium Slope Stability Assessment of the Left and Right Abutments •
- 1D Consolidation Settlement and Bearing Capacity Assessments.
- Filter Compatibility Evaluation and Riprap/Bedding Selection (as warranted).

3.3 Structural

The structural design and analysis scope for this work will include the following:

Structural Dam Design 3.3.1

The 30% design was developed for the highest ranked alternative from the alternative's analysis phase, Alternative 1 - Arch Dam with Reservoir Raise. The arch dam has an overtopping section in the center for the spillway and non-overtopping sections on each side of the spillway. AECOM will update the 30% design calculations based on any changes to the Hydrology & Hydraulics (Section 3.1) and the outcomes of the final geotechnical field investigations and analysis (Section 3.2). AECOM will use the simplified analysis program Arch Dam Stress Analysis System (ADSAS) to perform initial assessment of the dam. ADSAS was originally developed by Reclamation to design and assess arch dams using the trial load method of analysis. The program will be used to quickly evaluate how changes in material parameters, loading and geometry impact the behavior and performance of the dam, and ADSAS will be used to refine the layout of the dam.

Following refinement of the dam layout using ADSAS, AECOM will develop a 3D finite element model (FEM) of the dam using the computer program Ansys. The FEM will be used to assess the stress and stability of the new dam in accordance with Reclamation and USACE guidelines and OSE Dam Safety Rules as appropriate. The load combinations that will be assessed will include:

- Usual loading conditions
 - normal operating conditions with thermal stress-free temperature —
 - normal operating conditions with winter thermal stresses -
 - normal operating conditions with summer thermal stresses _
- Unusual load conditions
 - Minimum operating reservoir with thermal stresses
 - flood discharge for IDF (if IDF is less than probable maximum flood [PMF]) -
 - normal operating conditions with operating basis earthquake (OBE) ----
 - end of construction loading (dam complete, no reservoir or tailwater) with thermal _ stresses



- Extreme loading conditions
 - Flood discharge for PMF
 - Normal operating conditions with maximum credible earthquake (MCE)
 - End of construction with OBE

3.3.2 Training Walls and Stilling Basin

The structural design for the training walls and stilling basin will include design of training walls on the downstream face of the dam between the overtopping and non-overtopping portions of the dam, stilling basin walls, stilling basin slab and rock anchors (if needed), chute blocks, baffle blocks, and end sill. The height of the training walls and the size of the blocks and end sill will be confirmed by the hydrology and hydraulics modeling as described in Section 3.1.3 and 3.1.5. The training walls, stilling basin slab, blocks, and end sill will be reinforced concrete and will be designed in accordance with American Concrete Institute (ACI) and USACE guidelines for the design of reinforced concrete for hydraulic structures. The stilling basin anchors (if needed) will be designed in accordance with USACE guidelines to resist dynamic uplift pressures in the stilling basin.

3.3.3 Outlet Works

The structural design for the outlet works will include the design of the intake tower base slab, walls, top slab and roof structure as well as anchoring to the upstream face of the dam. Design will also include design of the trashrack support corbels for the gate trashracks. The structural team will coordinate with the mechanical team to design gate stem supports and anchoring for the control gates and valves as required by Section 3.4.2.2 and 3.4.2.3. The reinforced concrete of the intake tower will be designed in accordance with ACI and USACE guidelines for hydraulic structures.

3.4 Mechanical and Piping

The mechanical and piping scope for this work will include extensive interdisciplinary coordination to incorporate piping and valving for various infrastructure items outlined below. The two major subtasks for the mechanical and piping systems are the 16-inch diameter raw water diversion pipeline and the outlet works mechanical and piping infrastructure additions and improvements.

3.4.1 Diversion Pipeline and Vault

A 16-inch diameter steel raw water pipeline currently routes around the Peterson Dam left abutment. As part of the dam reconstruction and upgrade, this pipeline will require partial rerouting. Designs will be provided for this partial pipeline reroute and tie-in to the existing pipeline alignment. It is believed this pipeline is installed above-ground around the left abutment and is anchored to the sloped ground in this area. AECOM plans to bury this realigned segment around the left abutment to protect from frost and to anchor the pipeline in place. Hydraulic analysis will be performed on this pipeline system to model existing and expected future flows and pressures in the raw water diversion pipeline to verify the pipeline is properly sized. Transient analyses will be conducted to determine if the revised alignment profile of the diversion pipeline is not modeled to indicate transient events are probable. Minimum hydraulic transient pressures will be outlined in the 60% Design Report.

A vault ("diversion vault") is located downstream of the existing dam and is expected to require relocation as part of this overall project. Level of effort for this task is included to relocate the vault and associated infrastructure inside it only. If the diversion vault must be relocated due to the dam reconstruction, AECOM plans to install new vault internal infrastructure to meet the

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operating requirements of the system. This design may or may not match the existing installation, and final mechanical and piping infrastructure will be based upon hydraulic analyses and input from the City on improvements that may be made to this vault during its relocation.

As part of design and analysis, AECOM will complete the following:

- Design tie-in locations for partial diversion pipeline rerouting and the requirements needed for diversion vault relocation.
- Develop engineering to complete final design of the 16-inch raw water diversion pipeline to be rerouted around the new dam's left abutment. This engineering includes coordination for a pipeline anchoring plan.
- Perform a hydraulic analysis on the raw water diversion pipeline and diversion vault based on current and future operating scenarios and flowrates.
- Design the mechanical and piping infrastructure for the relocated diversion vault to meet current and future flow scenarios and City personnel requests and recommendations as applicable. Technical specifications for mechanical infrastructure upgrades will match those for the Bradner Reservoir, where appropriate.

3.4.2 Outlet Works

The outlet works for the new Peterson Dam will include three major items requiring piping and mechanical infrastructure considerations.

3.4.2.1 Intake Structure

The outlet works intake structure will be a tower designed with three (3) intake levels, each with a separate 24-inch by 24-inch slide/sluice gate that can be electrically operated from the top of the tower. Designs will be completed for under this subtask for the tower sluice/slide gate mechanical design, gate selection, and vendor coordination for actuation. Trashracks will be designed for the intake gates and evaluated for maximum velocities anticipated through the gates.

3.4.2.2 Outlet Works Pipeline and Valving

Piping and valving for the outlet works pipeline will include alignment and profile design for the 18-inch diameter steel outlet works pipeline. Concrete encasement requirements to meet dam safety rules will be coordinated with under other tasks. Designs will include a guard gate on the upstream inlet to the outlet works pipeline, and connection of a new segment of piping through the dam to an existing pipe downstream of the proposed stilling basin. The scope includes vendor coordination for valve selection and instrumentation requirements.

3.4.2.3 Emergency Drawdown Bifurcation and Valving

A pipeline wye connection and associated control valving for the outlet works pipeline will be designed to allow for emergency drawdown of the reservoir to the stilling basin. This includes vendor coordination for valve selection and instrumentation requirements.

ASSUMPTIONS:

Piping/Mechanical

- The City will provide the following:
 - Survey data for the existing 16-inch diameter raw water diversion pipeline and other subsurface utility locates in the project area.
 - Construction record drawings for the existing diversion pipeline vault (to be relocated as part of this scope of work).

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- Peterson pump station pump curves and available flow data.
- Pipeline plan and profile drawings will be generated at a scale of 1 inch equal to 100 feet.

3.5 Electrical

The electrical scope for this project will include the following:

- Identification of existing facilities for demolition
- Design of electrical and instrumentation systems for the operation and control of the outlet
 works and reservoir fill system
- Design of cable and raceways
- Coordination with the City and its supervisory control and data acquisition (SCADA) system vendor for the integration of the project with the existing SCADA network
- Design of area lighting at the dam crest and intake tower

4. Task 4 – Construction Drawings

4.1 60% Drawings

The 60% design drawings will consist of advancement of the preliminary design drawings. Drawings at a minimum will consist of plan views, profiles, design sections, and typical details. The structural drawings will include concrete outlines and dimensions at the 60% phase, but will not include concrete reinforcing drawings at this stage. A total of up to 60 sheets will be developed. Piping drawings will include preliminary plan and profile drawings and preliminary details. Electrical drawings will include preliminary instrumentation plans and wiring diagrams.

Deliverable:

- Electronic submittal of the 60% drawings in PDF format
- 60% construction drawings will be submitted in PDF format to the OSE for their initial
- review and consultation on the design development.

4.2 90% Drawings

A total of up to 80 sheets will be developed, which includes updating the sheets from the 60% design and adding additional sheets. Concrete reinforcing detail sheets will be added at this stage. Additional drawing details to convey the intent of the design will be added for the 90% drawing package.

Deliverable:

- Electronic submittal of the 90% design drawings in PDF format.
- 90% construction drawings will be submitted in PDF format to the OSE for their review and consultation on the design development.

4.3 100% Drawings for OSE Review

No additional drawings are expected to be added at the 100% design; the existing drawing package will be further developed based on 90% comments.

Deliverable:

• Construction drawings at the 100% completion level in PDF format delivered to the City and the OSE for their final review and comment.

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Issued for Bid Drawings 4.4

The 100% drawings will be revised based on the comments received from the OSE. The comments will be documented in a comment response log and the drawings updated per the comments. A revised set of drawings will be issued for bid.

Deliverable:

Construction drawings signed and sealed by a professional engineer registered in the State of New Mexico in PDF format

Issued for Construction Drawings 4.5

The issued for bid drawings will be revised based on comments and questions received from contractors during the bidding phase. At this stage, the revision block will be cleared, and the drawings will be issued as Revision 0. Any changes to the drawings after Revision 0 will require revision clouds.

Deliverable:

Issued for Construction drawings signed and sealed by a professional engineer registered in the State of New Mexico in PDF format

Task 5 – Construction Specifications 5.

60% Specifications List 5.1

AECOM will develop a list of technical specifications to be developed for the project. The technical specifications list will include Divisions 02 through 31. The list of specifications will be reviewed by the City and comments provided to AECOM for incorporation into the 90% specifications.

Deliverable:

- Electronic submittal of the 60% specifications list in Microsoft Word (document text) and • PDF format.
- 60% specifications list will be submitted in PDF format to the OSE for their initial review and consultation on the design development.

90% Specifications 5.2

AECOM will develop construction technical specifications for the proposed work for Divisions 02 through 48 as required by the project. The construction specifications will be developed using standard Construction Specification Institute (CSI) format. For the basis of the design fee estimate, it is assumed that 30 technical specifications will be developed for the design. The 90% specifications will be submitted for review by the City.

Deliverable:

- Electronic submittal of the 90% technical specifications in Microsoft Word (document text) • and PDF format.
- 90% specifications will be submitted in PDF format to the OSE for their review and consultation on the specifications development.

100% Specifications for OSE Review 5.3

The specifications developed during the 90% design will be updated based on comments from the City and additional design development. The specifications will be submitted to the OSE for



review as part of the 100% design package. AECOM will assist the City in development of the Division 00 and Division 01 specifications.

Deliverable:

- Electronic submittal of the 100% technical specifications and 100% general specifications at the 100% completion level in PDF format to the City and the OSE for their final review and comment.
- 5.4 Issued for Bid Specifications

The 100% specifications will be updated based on comments received from the OSE. An issued for bid specification package will be prepared for distribution to contractors during the bid process.

Deliverable:

• Electronic submittal of the Issued for Bid specifications signed and sealed by a professional engineer registered in the State of New Mexico in PDF format.

5.5 Issued for Construction Specifications

The final construction specifications will be updated based on any contractor questions received during the bidding process on the issued for bid specifications. An issued for construction specification package will be prepared for distribution to the selected contractor.

Deliverable:

• Electronic submittal of the Issued for Construction specifications signed and sealed by a professional engineer registered in the State of New Mexico in PDF format.

6. Task 6 – Design Report

6.1 Design Criteria

AECOM will identify design standards, codes, references, regulatory guidance, general discipline design guidance, and operational requirements for the City. As the design evolves, application of specific sections of these codes and standards for a particular application will be determined during the design process and used in the development of design products. The design criteria will be reviewed with the City during the design review meetings.

Deliverable:

- Design Criteria to be included in the Design Report
- Design Criteria will be submitted to the OSE for their review and concurrence.

6.2 60% Design Report

A 60% Design Report will be prepared for the project following OSE Rules documenting the pertinent information and data; design criteria related to each discipline; 60% design of the appurtenant features; and supporting analyses and calculations. The report will include titles of additional anticipated report sections that will be developed during the 90% and 100% design stages.



Deliverable:

- Electronic submittal of the 60% design report in Microsoft Word (document text, no appendices) and PDF format (to include appendices which have been developed for the 60% design) to the City.
- Electronic submittal of the 60% design report in PDF format (to include appendices which have been developed for the 60% design) submitted to the OSE for initial review and consultation on the design development.

6.3 90% Design Report

A 90% Design Report will be prepared for the project following OSE Rules documenting the advancement in the design since the 60% design report. The pertinent information and data as well as the supporting analyses and calculations will be updated based on the 90% design.

Deliverables:

- Electronic submittal of the 90% design report in Microsoft Word (document text, no appendices) and PDF format (to include appendices) to the City.
- Electronic submittal of the 90% design report in PDF format (to include appendices) submitted to the OSE for review and consultation on the design development.

6.4 100% Design Report for OSE review

A 100% Design Report will be prepared for the project following OSE Rules documenting the advancement in the design since the 90% design report. The pertinent information and data as well as the supporting analyses and calculations will be updated based on the 100% design. The 100% design report will include all pertinent calculation packages included as appendices.

Deliverables:

- Electronic submittal of the 100% design report in Microsoft Word (document text, no appendices) and PDF format (to include appendices) to the City for their final review and comment.
- Electronic submittal of the 100% design report in PDF format (to include appendices) to the OSE for their final review and comment.

6.5 Final Design Report

A Final Design Report will be prepared for the project incorporating comment received from the OSE. The comments will be documented in a comment response log that will include the OSE comments and AECOM's resolution of the comments. A comment review meeting will be held with the OSE to review any comments which require additional discussion.

Deliverables:

- Electronic submittal of the Final Design Report in PDF format (to include appendices).
- Design report will include the engineer's certification page and be signed and sealed by a professional engineer registered in the state of New Mexico.

7. Task 7 – Material Take Offs and Cost Estimating

7.1 60% Design Material Take Offs (MTOs) and Construction Cost Estimating

AECOM will complete MTOs based on the 60% design information for each design discipline and utilize the MTOs to develop the cost estimate. An Association for the Advancement of Cost Engineering (AACE) Class 2 cost estimate will be developed based on the 60% design documents. This cost estimate will use unit costs, where defined, for individual construction line items. Lump sum costs will be utilized where unit costs are not defined.

Deliverables:

Electronic submittal of the AACE Class 2 cost estimate in PDF format as part of the 60% design report.

7.2 90% Design MTOs and Construction Cost Estimating

AECOM will refine the MTOs based on the 90% design information for each design discipline and utilize the MTOs to develop the cost estimate. An AACE Class 1 cost estimate will be developed based on the 90% design documents. This cost estimate will use unit costs, where defined, for individual construction line items. Lump sum costs will be utilized where unit costs are not defined.

Deliverables:

- Electronic submittal of the AACE Class 1 cost estimate in PDF format as part of the 90% design report.
- 7.3 100% Design MTOs and Construction Cost Estimating

AECOM will refine the MTOs based on the 100% design information for each design discipline and utilize the MTOs to develop the cost estimate. The AACE Class 1 cost estimate will be refined based on the 100% design documents. This cost estimate will use unit costs, where defined, for individual construction line items. Lump sum costs will be utilized where unit costs are not defined.

Deliverables:

Electronic submittal of the AACE Class 1 cost estimate in PDF format as part of the 100% design report.

END OF PHASE 3 – SEE NEXT PAGE FOR PHASE 4



Phase 4A – Bid Support

The following tasks include those which are required for assisting the City with the pre-bid meeting, answering contractor bidding questions, and evaluation of contractor qualifications and bids. The duration of bid support is assumed to be 2 months.

1. Task 1 – Project Management and Meetings

AECOM will perform project management activities to support the completion of the work as detailed in the below subtasks. Project management activities will include contract administration, coordination of AECOM's team, and coordination with the contractor.

1.1 Project Management

AECOM's project manager (PM) will monitor project progress by task against the scheduled progress. Each task budget will be updated on a monthly basis and will be reported as a part of invoicing. AECOM's PM will submit monthly invoices. The accompanying budget status report will indicate the budget spent and budget remaining after each invoice billing period and will include a list of the work completed during each invoice billing period. AECOM will produce a monthly progress memo to support the monthly invoice.

Deliverables:

- Monthly invoices and progress reports (electronic copy in PDF format) for 2 months.
- 1.2 Internal AECOM Meetings

AECOM will hold meetings with the AECOM internal team. The meetings will be attended virtually by the AECOM PM, AECOM EOR, AECOM Geotechnical Lead, and AECOM structural lead.

Assumptions:

- A total of 2 internal meetings will be held for the bid support scope.
- 1.3 Meetings with the City

AECOM will hold monthly update meetings with the City to review any outstanding invoice items, review the contractor's progress, and provide general updates to the City. The meetings will be 1 hour in duration and attended virtually by the AECOM PM, AECOM EOR, AECOM Geotechnical Lead, and AECOM Structural Lead.

Assumptions:

• Monthly meetings will be held for a total of 2 meetings.

2. Task 2 – Bid Support

AECOM will assist the City with Bid Support by providing the compiled design drawings, design specifications, and design report for distribution to contractors. AECOM will answer questions received from the contractors during the bidding process. AECOM will attend an on-site pre-bid meeting with the City and contractors. After receipt of bids, AECOM will provide a review of the contractor qualifications and submit to the City AECOM's opinion of the contractor's qualifications. AECOM will receive only the contractor qualifications and will not receive the contractor's cost estimate until after the qualifications are thoroughly reviewed.

If the City elects to pre-qualify contractors prior to bidding, AECOM will participate in reviewing the contractor qualifications. If the City elects to engage a contractor in the design process through a CM/GC or similar method, AECOM will participate in reviewing the contractor qualifications at that time. After reviewing the contractors' qualifications and providing the

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engineer's opinion of the contractors' qualifications, AECOM will receive the contractors' bids and review for accuracy and provide a recommendation of award.

Deliverables:

- Electronic submittal of engineer's opinion of contractors' qualifications in PDF format.
- Electronic submittal of engineer's recommendation of award.

Assumptions:

- Two AECOM representatives will attend the on-site pre-bid meeting. The PM and one
 engineering staff will mobilize from Denver, Colorado, and associated costs include
 lodging for one night's stay and one rental car.
- Bidder guestions will be limited to 25 responses from AECOM
- Review of contractors' qualifications will be limited to five contractors.

3. Schedule

The following table presents a general schedule for Phases 3 and 4A. The Phase 4A schedule is dependent upon the OSE review timeframe and the contractor bidding process and is subject to change.

Phases 3 and 4A General Schedule NTP of November 2024				
Notice to Proceed	August 2024 November 2024			
On-site Kick-off Meeting	September 2024 December 2024			
Geotechnical Investigations	Fall 2024 Winter 2024/2025			
60% Design Submittal	April 2025 July 2025			
90% Design Submittal	August 2025 November 2025			
100% Design Submittal for OSE Review	November 2025 February 2026			
Issued for Bid Submittal	Within 3 months after receipt of OSE comments on 100% Submittal			
Issued for Construction Submittal	Within 1 month after receipt of bid questions			

4. Budget

The project budget is presented on the next page and is summarized by task. It is assumed that the project will be completed within the phase duration schedule. It is also assumed that the yearly rates will be increased by the allowable CPI rate as shown in the adjusted rates in the standard services agreement between AECOM and the City.

	Phase 3 – Final Design	FY24
Task No.	Task Description	
1	Project Management and Meetings	\$126,018
2	Clean Water Act and NEPA	\$118,006
3	Design and Analyses	\$1,245,482
4	Construction Drawings	\$551,866
5	Construction Specifications	\$114,080
6	Design Report	\$192,768
7	MTOs and Construction Cost Estimate	\$78,305
	Phase 3 Total	\$2,426,525

Phase 4A – PM and Construction Bid Support		FY26
Task No.	Task Description	
1	Project Management and Meetings	\$35,120
2	Bid Support	\$31,735
	Phase 4 Total	\$66,855

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Meeting Date: November 20, 2024

Date Submitted: 11/13/24

Department: Executive

Discussion/Action regarding Las Vegas Night.

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:

about finance **Finance Director**

City Manager

CITY	CLE	RK'S	S US	E ONLY
COUI	NCIL	AC1	ΓΙΟΝ	TAKEN

 Resolution No.

 Ordinance No.

 Contract No.

 Approved

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



COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: November 20, 2024

Date Submitted: 11/13/24

Department: Executive

Request approval to reschedule the December 11, 2024 regular Council Meeting to December 10, 2024.

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:**

Chan arous Finance Director

City Manager

CITY CLE	RK'S USE	ONLY
COUNCIL	ACTION T	AKEN

 Resolution No.

 Ordinance No.

 Contract No.

 Approved

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