



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7335

ALFONSO E. ORTIZ, JR.
Mayor

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
September 10, 2014–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **MAYOR'S APPOINTMENTS**
- VII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- VIII. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- IX. **CITY MANAGER'S INFORMATIONAL REPORT**
- X. **DISCUSSION ITEMS**

1. Out of State Travel for two Police personnel.

Christian Montano, Police Chief An Internal Affairs Certification Course will be held in Las Vegas, NV on December 1st through December 5th, 2014. This course is considered to be an advanced training level. One (1) Commander and one (1) Lieutenant will be attending to increase their level of training for the Office of Personnel Standards.

2. Application for funding through the Department of Public Safety for the Region IV Narcotics Task Force.

Christian Montano, Police Chief The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$93,509.00 to provide overtime, training and equipment for members of the Region IV Narcotics Task Force.

3. Resolution 14-62 Signatory Authority for Senior Center (s).

Annette Ortega, Senior Citizens Center Manager A resolution is required for signatory authority for all documents necessary to continue Senior Center Operations.

4. Request for Proposal #2015-03 to address the 2013 Information Technology audit finding.

Ann Marie Gallegos, Finance Director The 2013 Audit included an Informational Technology Finding. The Finding recommended that the City develop and update a formal Disaster Recovery Plan, to ensure the City has a redundant server especially for the Tyler application, to address the network security and to engage a third party service provider to perform several tests to ensue and protect all City data. Finally, hardware will upgrade servers and backup systems.

5. Facility Seasonal Usage Agreement between the City of Las Vegas and the Pecos League, Agreement #2655-13.

Elmer J. Martinez, Acting City Manager The Pecos League is the owner and operator of the "Vegas Train Robbers" a professional baseball team. This team utilizes the City of Las Vegas baseball field situated at the Rodriguez Park Complex known as Henry Martinez field. Council is asked to review the previous agreement, consider revisions, and provide direction for the City Manager for negotiations of future agreement(s).

6. Contract with the Las Vegas/San Miguel Economic Development Corporation.

Elmer J. Martinez, Acting City Manager The purpose of this EDC Contract is to coordinate collaborative and economic development initiatives that stimulate economic opportunities for Las Vegas. The proposed agreement sets forth specific projects with quarterly reporting to the City of Las Vegas under terms of the Contract.

7. Resolution 14-63 Designating the Use of Commerce Street Soccer Field to the Las Vegas Youth Soccer League.

Elmer J. Martinez, Acting City Manager Designating the use of Commerce Soccer Field for the purpose of establishing a central location for youth soccer and working with the Las Vegas Youth Soccer League to work together in making improvements to the field and surrounding area to enhance recreational experiences.

8. Ratification of agreement for purchase of water rights from Victory Enterprises as represented by Maria Padilla.

Ken Garcia, Utilities Director The City is continuously seeking out additional water sources to improve the water situation. On August 1, 2012, the City entered into agreement with Victory Enterprises (#2498-12) for the purchase of water rights at a cost of \$5,000 per water right. The transfer amount is 11.01 acre feet of consumptive use with 1848 priority. The total amount payable to Victory Enterprises is \$55,050.00. The original petition to the Office of the State Engineer was protested which accounts for the time lapse between the signing of the agreement and the final closing. However, the transfer of water rights has since been approved by the Office of the State Engineer.

XI. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XII. ADJOURN

ATTENTION PERSONS WITH DISABILITES: 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 Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: Aug. 27, 2014

DEPT: Police

MEETING DATE: Sept. 10, 2014

DISCUSSION ITEM/TOPIC: Out of State Travel for Two Police Personnel.

BACKGROUND/RATIONALE:

An Internal Affairs Certifications Course will be held in Las Vegas, NV on December 1 through December 5, 2014. This course is considered to be an advanced training level. One (1) Commander and one (1) Lieutenant will be attending to increase their level of training for the Office of Personnel Standards.

Further, this program will provide our department with the ability to evaluate, modify and/or enhance their agency's written and operational directives concerning citizen complaint processes, administrative investigations, risk management oversight, internal affairs functions and employee discipline.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Christian Montaña
Chief of Police

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR

ELMER J. MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

CITY OF LAS VEGAS OUT OF STATE TRAVEL AUTHORIZATION

No. _____

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. Kenneth Jenkins		2. DEPARTMENT NAME & NO. Police	3. <input checked="" type="checkbox"/> CONFERENCE _____ SCHOOL _____ _____ OTHER _____	4. DESTINATION Las Vegas, Nevada
5. DEPARTURE DATE & HOUR 11/30/2014 8:00 AM	6. RETURN DATE & HOUR 12/6/2014 8:00 PM	7. TOTAL DAYS/HOURS 6 days 12 hours		8. WHERE CAN YOU BE REACHED?
9. NAME OF SCHOOL CONFERENCE OF OTHER Internal Affairs Conference & Certification	10. MEETING DATES December 1-5, 2014	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? ____ YES <input checked="" type="checkbox"/> NO PROVIDE DETAILS. General Fund		12. TYPE OF REQUEST ____ ACTUAL <input checked="" type="checkbox"/> PER DIEM

13. CITY VEHICLE NO. _____ PRIVATE VEHICLE _____ PUBLIC CONVEYANCE _____
(PLANE, TRAIN, ETC.)

14. PER DIEM $10 \text{ Days} \times 215 + 30 = 1320^{00}$		15. MILEAGE _____ X _____ = _____	
DAYS/HOURS	RATE/DAY	DISTANCE	RATE / MILE
TOTAL		TOTAL	

ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
TRAVEL \$ _____		
REGISTRATION \$ \$595	101-4800-710-7203	
HOTEL \$ \$0		
PERDIEM \$ \$1,320	101-4800-710-7202	6 Days 12 Hours
MEALS \$ \$0		
OTHER \$ \$0.00		
TOTAL \$1,915.00		

TOTAL AUTHORIZED ADVANCE **Registrations & Per Diem Needed by 11/14/2014** \$ **1,056.00**

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IS CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Kenneth Jenkins
EMPLOYEE SIGNATURE _____ DATE _____ SOCIAL SECURITY NUMBER _____

APPROVED: _____ MAYOR & COUNCIL MEETING DATE _____

APPROVED: *[Signature]* AUTHORIZED SIGNATURE _____ DATE **8/27/14**

APPROVED: _____ REVIEWED FOR COMPLETENESS: _____

CITY MANAGER _____ DATE _____ FINANCE DIRECTOR _____ DATE _____

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: _____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL—APPROVED () NOT APPROVED () CITY MANAGER SIGNATURE _____

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT-WHITE; CITY MANAGER DEPARTMENT-GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER-PINK; DEPARTMENT-GOLDENROD.

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.

CITY OF LAS VEGAS OUT OF STATE TRAVEL AUTHORIZATION

No. _____

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO. <p style="text-align: center;">Eric Padilla</p>	2. DEPARTMENT NAME & NO. <p style="text-align: center;">Police</p>	3. <input checked="" type="checkbox"/> CONFERENCE <input type="checkbox"/> SCHOOL <p style="text-align: center;"><input type="checkbox"/> OTHER _____</p>	4. DESTINATION <p style="text-align: center;">Las Vegas, Nevada</p>
5. DEPARTURE DATE & HOUR <p style="text-align: center;">11/30/2014 8:00 AM</p>	6. RETURN DATE & HOUR <p style="text-align: center;">12/6/2014 8:00 PM</p>	7. TOTAL DAYS/HOURS <p style="text-align: center;">6 days 12 hours</p>	8. WHERE CAN YOU BE REACHED?
9. NAME OF SCHOOL CONFERENCE OF OTHER Internal Affairs Conference & Certification	10. MEETING DATES <p style="text-align: center;">December 1-5, 2014</p>	11. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? <input type="checkbox"/> YES <input type="checkbox"/> NO PROVIDE DETAILS. <p style="text-align: center;">General Fund</p>	12. TYPE OF REQUEST <input type="checkbox"/> ACTUAL <input checked="" type="checkbox"/> PER DIEM

13. CITY VEHICLE NO. _____ PRIVATE VEHICLE _____ PUBLIC CONVEYANCE _____
(PLANE, TRAIN, ETC.)

14. PER DIEM $(12 \text{ days} \times 15 + 30) = 1320^{00}$ <small>DAYS/HOURS RATE/DAY TOTAL</small>	15. MILEAGE _____ X _____ = _____ <small>DISTANCE RATE / MILE TOTAL</small>
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ESTIMATED COST OF TRIP	LINE ITEM	SPECIAL INSTRUCTIONS
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REGISTRATION \$ \$595	101-4800-710-7203	
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*MEALS \$ \$0		
*OTHER \$ \$0.00		
TOTAL \$1,915.00		

TOTAL AUTHORIZED ADVANCE **\$1,056.00**
Registration & Per Diem Needed by 11/14/2014

*ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I AUTHORIZE THE CITY OF LAS VEGAS TO DEDUCT FROM MY BI-WEEKLY PAY CHECK THE AMOUNT OF ADVANCE INDICATED ABOVE + \$15.00 PENALTY IS ALL TRAVEL DOCUMENTS ARE NOT PROPERLY FILED IN ACCOUNTS PAYABLE 5 WORKING DAYS AFTER THIS TRIP IS CONCLUDED.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

EMPLOYEE SIGNATURE _____ **DATE** 8/26/14

SOCIAL SECURITY NUMBER _____

APPROVED: _____ **FOR ACCOUNTING ONLY**
MAYOR & COUNCIL MEETING DATE

APPROVED: **DATE** 8/27/14
AUTHORIZED SIGNATURE DATE

APPROVED: _____ **REVIEWED FOR COMPLETENESS:** _____

CITY MANAGER _____ **DATE** _____ **FINANCE DIRECTOR** _____ **DATE** _____

REASON FOR REQUEST OF ACTUAL EXPENSE REIMBURSEMENT: _____

CITY MANAGER APPROVAL REQUIRED FOR ADVANCE ON ACUTAL — APPROVED () NOT APPROVED ()

CITY MANAGER SIGNATURE _____

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ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL.

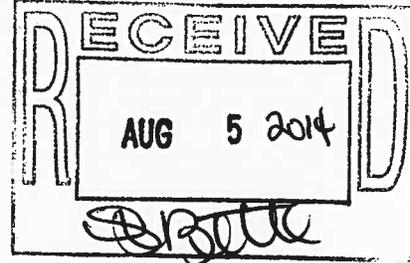


City of Las Vegas

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



Chief Christian Montaña



TO: Chief Christian Montano

@ Approved

FROM:

Kenneth C. Jenkins
Commander Kenneth C. Jenkins

THRU:

Eugene Garcia
Deputy Chief Eugene Garcia

DATE: August 5, 2014

RE: request for training

I am writing this memo in regards to the request for training in the area of Internal Affairs. As per our conversations we discussed the need for a successor for Deputy Chief Garcia as well as continuity of this section and remaining up to date in its ever growing changes, in practices and laws. Please except this letter as a request to attend the annual Internal Affairs conference to be held December 1st -5th, 2014 in Las Vegas Nevada. Through our conversations we were in agreement, Lt. Eric Padilla will be D.C. Garcia's successor. So I am asking approval for he and I are sent to this training. If approved I am asking if this process can be expedited due to the lengthy process for out of state travel as well as vacancy for this training tends to fill quickly. I have included attached to this memo the announcement as well as a copy of the online registration form with the seminar ID# 12394

Thank you in advance for your attention in this matter.

If there are any questions concerning this please feel free to contact me.

XC: Cmdr. R. Gutierrez



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SEMINAR DETAILS



Recommend

Pre-Payment is NOT required to register and attend
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Seminar Title:

Internal Affairs Conference and Certification

DATES: 12/1/2014 through 12/5/2014

INSTRUCTOR(S): Multiple Instructors

LOCATION: Palace Station - 2411 West Sahara Avenue, Las Vegas, NV 89102

HOTEL: Palace Station - Las Vegas, NV 1-800-634-3101

[Book Room Online Here](#)

Tower Rooms:

\$65.00 S/D Sunday-Thursday/\$85.00 S/D Friday & Saturday

*Additional \$6.95 Service Fee Per Night (Includes Scheduled Transportation To and From Airport, Shuttle to strip, Work-out Center, and In Room Internet Access)

NOTE: Identify with Group Code PCIPA14 or Public Agency Training Council to receive discounted rate

COURSE REGISTRATION FEE: \$595.00 Includes all training materials, and a Certificate of Completion.

Instructor Bio

TIMOTHY LONGO, SR. Chief Timothy J. Longo, Sr., began his law enforcement career with the Baltimore Police Department in 1981. In September of 1990, he was reassigned to the Education and Training Division as the agency's primary law instructor. April of 1993, he assumed command of the department's Special Investigation Section within the Internal Investigation Division. His duties focused on the investigation of criminal wrongdoing within the department's ranks. Chief Longo retired and served briefly as a Senior Associate with a public sector consulting firm in Rockville, Maryland. In February of 2001, he was selected to serve as the Chief of Police for the City of Charlottesville, Virginia. Chief Longo is a graduate of Towson University in Baltimore where he served as an Adjunct Professor. He is a graduate of the University of Baltimore, School of Law. Chief Longo lectures across America in the field of Ethics, Professional Standards and Internal Affairs.

STEVE ROTHLEIN Steve Rothlein was a 30-year veteran of the Miami-Dade Police Department. During his career he served at all ranks in nearly all investigative units including Narcotics and Internal Affairs. He served as the Chief of the Criminal Investigations Division until 2003 when he was promoted to Assistant Director. In 2004, he was promoted to the #2 ranking officer in the Department and remained in charge of all investigative functions of the Department until he retired on October 01, 2005. Steve regularly presents training for IACP and PATC. He has lectured about Internal affairs issues to the DEA, FBI, U.S. Marshal's Service and has twice been selected to speak on Integrity issues at the Major City Chiefs Association. He has authored several articles including "The Changing Role of Internal Affairs," "The Ramifications of an Internal Affairs Investigations," and "Fostering Integrity in Policing: A Corruption Prevention Strategy." He is a graduate of John Jay College of Criminal Justice in New York and has a





Master's degree in Public Administration from the University of Miami. He is also a graduate of the Southern Police Institute.

RICHARD ROSENTHAL Richard Rosenthal, in 2011 was selected to create the first all civilian force Investigative unit for British Columbia. Prior to that he was the Independent Monitor (IM) for the City and County of Denver, Colorado. The IM monitors the Denver Police and Sheriff Department's Internal Affairs Bureaus and monitors officer-involved shooting and in-custody death investigations. The Monitor makes recommendations regarding the imposition of discipline and conducts audits of police policy issues. From 2001-2004, he worked as the first Police Auditor for the City of Portland, Oregon. From 1986-2001, he was a Deputy District Attorney for the County of Los Angeles. Mr. Rosenthal specialized in the investigation and prosecution of financial crimes and public corruption. Richard received a Bachelor of Arts with Majors in Economics and History from the University of California, Berkeley in 1983 and Juris Doctor from the University of California Berkeley (Boalt Hall School of Law) in 1988.

JEFF NOBLE Jeffrey J. Noble retired in 2012 as the Deputy Chief of Police of the Irvine Police Department located in southern California after 28 years of policing service. In 2014, Mr. Noble was hired as the Deputy Chief of Police in Westminster, California, in a temporary 6 month capacity to assess the department's internal Affairs Unit, department policies and procedures and to conduct audits of department systems. He is the co-author of a text titled, "Managing Accountability Systems for Police Conduct: Internal Affairs and External Oversight." Jeff is currently a consultant and expert witness in policing matters.

HARRY DOLAN Harry P. Dolan is a 32-year police veteran who brings 25 years of public safety executive experience to his courses. He retired in October 2012 as Chief of Police of the Raleigh Police Department. He has also been a deputy sheriff, officer in Raleigh, and chief of police in Lumberton, NC, and Grand Rapids, MI..

CRAIG FUTTERMAN Craig B. Futterman, J.D. Prior to his 2000 appointment to the University of Chicago Law School Faculty, Craig Futterman was the Director of Public Interest Programs and Lecturer in Law at Stanford Law School. He graduated with the highest distinction from Northwestern University in 1988, where he received a Bachelor of Arts in Sociology and Economics. He then graduated from Stanford Law School in 1991. Following Law School, he was a trial attorney in the Juvenile Division of the Cook County Public Defender's Office. In 1994, he joined Futterman & Howard, a Chicago law firm concentrating in complex federal litigation. There, Mr. Futterman specialized in civil rights lawsuits, focusing on matters involving police brutality and racial discrimination. Mr. Futterman founded the Civil Rights and Police Accountability Project of the Mandel Legal Aid Clinic in Fall 2000.

LOU REITER Lou Reiter has been a national trainer for PATC for over 15 years and is a Co-Director of the Legal and Liability Risk Management Institute of PATC. He has presented training on Internal Affairs issues for the past 25 years and reaches about 1000 practitioners each year. Lou regularly conducts police agency audits and has been the consultant on investigations involving 8 cities and the Civil Rights Division, U.S. Department of Justice. He has been a police practices expert in over 1000 civil cases appearing for both plaintiffs and defendants. He authored the Third Edition of Law Enforcement Administrative Investigations in 2006. Lou retired from the L.A.P.D. as a Deputy Chief of Police after 20 years of service.

JACK RYAN Jack Ryan is an attorney in Rhode Island, receiving his Juris Doctorate, Cum Laude, from Suffolk University Law School. Jack has 20 years police experience as a police officer with the Providence Police Department, Providence, RI, retiring as a Captain. Jack is a former adjunct faculty member at Salve Regina University and lectures frequently throughout the United States. He is the Co-Director of the Legal and Liability Risk Management Institute and has conducted agency audits for that entity, several involving issues of administrative investigations. Jack regularly conducts training seminars for LLRMI/PATC in a variety of subjects including use of force, internal affairs and legal issues. Jack has written two books for use by Rhode Island law enforcement officers, Rhode Island Law Enforcement Officers Guide to Criminal Procedure and Rhode Island Law Enforcement Officers' Bill of Rights, a Practical Guide to the Law of Investigations and Hearings. Jack has written extensively on the legal issues surrounding the Internal Affairs process. Jack Ryan also writes a field guide for law enforcement officers nationally titled: Case Law for Critical Tasks in Law Enforcement, A Legal Guide for Officers and Supervisors, which is updated annually at the end of each United States Supreme Court

term. Jack also authors and edits the Legal and Liability Risk Management Institute's bi-monthly publications providing legal and liability updates to law enforcement agencies throughout the United States.

Pre-Payment is NOT required to register or attend this seminar

[CLICK HERE TO REGISTER FOR THIS SEMINAR](#)

Course Objectives

DAY 1

Timothy Longo

First amendments implications on administrative investigations and employee discipline
Administrative searches
Garrity, unraveling the mystery
Code of Silence and its adverse potential for IA/OPS Investigations
Contempt of Cop: how this can create civil liability

DAY 2

Richard Rosenthal

Creation of the first all civilian force investigative unit in British Columbia and civilian oversight
Mediation of citizen complaints alleging police misconduct
The development of a disciplinary matrix

Jack Ryan

Use of force issues legal update
Jail liability issues legal update
Filming the police: what are the reasonable and legal consequences?

DAY 3

Steve Rothlein

Covert investigations and stings: Potentials and pitfalls.
Early Intervention and Identification Systems: Overview of current systems and practical uses.
Police Employee Domestic Misconduct

Craig Futterman

Overview of the history, operational issues and civil litigation of the Special Operations Section of the Chicago Police Department
Code of Silence and its impact on civil litigation and community perception of the police

DAY 4

Jeff Noble

Creating an Internal Affairs Unit
Role of the Internal Affairs Unit
Unit Reporting, Location, and Evidence Handling
Auditing the Performance of an Internal Affairs Unit Starting an IA / OPS Unit

Lou Reiter

Employee issues regarding social media investigations
Sexual misconduct: an administrative, supervisory and investigative approach to this on-going public safety agency problem
Inspection of High Risk Critical Tasks

DAY 5

Harry Dolan

Should past complaints be considered when determining discipline for an employee?
Is a discipline matrix a viable tool for police employee discipline?

When should an agency use an administrative no-contact order for employees?

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Public Agency Training Council - 5235 Decatur Blvd - Indianapolis, IN 46241 - 800.365.0119

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Suzette Rudolph

From: registration@patc.com
Sent: Wednesday, August 27, 2014 6:33 AM
To: srudolph@ci.las-vegas.nm.us
Subject: Email Confirmation - Internal Affairs Conference and Certification

Thank you for registering for a Public Agency Training Council seminar!

**** *NOTE! WE HAVE MOVED!*
**** *Please update your records*
**** *and send all remits to:*

**** *Public Agency Training Council*
**** *5235 Decatur Blvd*
**** *Indianapolis, IN 46241*

REGISTRATION INFORMATION:

- - *Attendees* - -

Eric Padilla
Kenneth Jenkins

- - *Seminar Information* - -

The personnel listed above are registered for the course

Internal Affairs Conference and Certification

12/1/2014 through 12/5/2014

35 Hours

Fee \$595 per person

- - *General Information* - -

Registration is from 8:00 - 8:30 - Coffee will be provided.

Lunch break is from 12:00 - 1:00 (On Own) Attendees will be released by 4:30 each day.

Attendees are encouraged to dress appropriately for classroom training unless otherwise instructed.

Uniforms are not required.

- - *Location Information* - -

Palace Station

2411 West Sahara Avenue

Las Vegas NV

- - *Hotel Information* - -

Palace Station

2411 West Sahara Avenue



Thank you for registering for a PATC Seminar

5235 Decatur Blvd Indianapolis, IN 46241 |
 P: 800.365.0119 | F: 317.821.5096 | www.PATC.com

* This is not an invoice. *
 Official confirmation will be sent via email to
 srudolph@ci.las-vegas.nm.us within two business days.



SEMINAR INFORMATION:

Seminar Title: Internal Affairs Conference and Certification

Seminar ID: 12394

Dates: 12/1/2014 through 12/5/2014

Training Fee Per Attendee: \$595.00

Payment Method: invoice

Seminar Location: Palace Station
 2411 West Sahara Avenue
 Las Vegas, NV 89102

Recommended Hotel: Palace Station
 2411 West Sahara Avenue
 Las Vegas, NV 89102
 I-15 & Sahara Avenue Exit
 1-800-634-3101

[Book Room Online Here](#)

Tower Rooms:
 \$65.00 S/D Sunday-Thursday/\$85.00 S/D Friday & Saturday

*Additional \$6.95 Service Fee Per Night (Includes Scheduled Transportation To and From Airport, Shuttle to strip, Work-out Center, and In Room Internet Access)
 NOTE: Identify with Group Code PCIPA14 or Public Agency Training Council to receive discounted rate

REGISTRATION INFORMATION:

Agency Name: Las Vegas Police Department

Invoice To Attention: Suzette

Address: 318 Moreno Street

City: Las Vegas

State: NM

ZIP: 87701

Contact Email Address: srudolph@ci.las-vegas.nm.us

Phone: 505-426-3147

FAX: 505-425-6346

Registered Attendees: Kenneth Jenkins
 Eric Padilla

Visit www.patc.com/training/registrations.php for more important information about PATC registrations.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/28/14

DEPT: POLICE

MEETING DATE: 09/10/14

DISCUSSION ITEM/TOPIC: Recommending approval to apply for funding through the Department of Public Safety for the Region IV Narcotics Task Force.

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$93,509.00 to provide overtime, training and equipment for members of the Region IV Narcotics Task Force.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



CHIEF CHRISTIAN MONTANO

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
FY 2014 JAG PROGRAM APPLICATION

TITLE PAGE

City Of Las Vegas - Region IV Multi Jurisdictional Task Force

SUB-GRANTEE (FIDUCIARY/FISCAL AGENT):

City of Las Vegas
1700 N. Grand Ave.
San Miguel, Las Vegas, New Mexico, 87701

LEAD AGENCY:

City Of Las Vegas - Region IV Multi Jurisdictional Task Force
San Miguel, Las Vegas, 87701

PROGRAM PURPOSE AREA:

Law Enforcement Program

CERTIFICATION:

I hereby certify that the information presented in this application is true and correct to the best of my

Alfonso E. Ortiz, Jr.

Sub-Grantee Official's Name

Sub-Grantee Official's Signature

Mayor of the City of Las Vegas

Sub-grantee Official's Title

Date

Christian Montano

Lead Agency Official's Name

Lead Agency Official's Signature

Chief of Police

Lead Agency Official's Title

Date

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
FY 2014 JAG PROGRAM APPLICATION**

COVER SHEET

City Of Las Vegas - Region IV Multi Jurisdictional Task Force

SUB-GRANTEE (FIDUCIARY/FISCAL AGENT):

**City of Las Vegas
1700 N. Grand Ave.
San Miguel, Las Vegas, New Mexico, 87701**

LEAD AGENCY:

**City Of Las Vegas - Region IV Multi Jurisdictional Task Force
San Miguel, Las Vegas, 87701**

COUNTY/COUNTIES SERVED:

**San Miguel Mora
Colfax
Union**

CONGRESSIONAL DISTRICT:

NM-003

SUB-GRANTEE CONTACT:

Ann Marie Gallegos
Title: Finance Director
Phone: 505-426-3251
Email: amgallegos@ci.las-vegas.nm.us

LEAD AGENCY CONTACT:

Eric Padilla
Title: Narcotics Lieutenant
Phone: 505-429-6248
Email: epadilla@ci.las-vegas.nm.us

PROGRAM PURPOSE AREA:

Law Enforcement Program

FFY 2014 JAG FUNDING REQUEST:

\$ 93,509

PARTICIPATING AGENCIES: to be supported/demonstrated with letters of commitment, JPAs, MOUs ...

Las Vegas City Police Department	Union County Sheriff's Office	Mora County Sheriff's Office
4th & 8th Judicial District Attorney's Office	San Miguel County Sheriff's Office	Harding County
New Mexico Highlands University	Raton Police Department	Springer Police Department

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
FY 2014 JAG PROGRAM APPLICATION**

GENERAL PROGRAM OVERVIEW

City Of Las Vegas - Region IV Multi Jurisdictional Task Force

PROGRAM DESCRIPTION:

Region IV Multi Jurisdictional Task Force is a narcotics task force that focuses their efforts on identifying drug threats and defining criminal activities of local drug organizations. We work to disrupt and dismantle leader command control and infrastructure of local drug trafficking of licit and illicit drugs that threaten our communities. We also provide assistance to Region IV counties to fight drug related crimes and violence. Region IV consists of five counties: San Miguel, Colfax, Union, Harding, and Mora. We sit on the northeast corner of New Mexico with Colorado bordering us on the north and Texas on the east. Region IV has other small villages and towns that connect the two major interstates of I-25 and I-40. These corridors are used to transport cocaine, marijuana, heroin, and methamphetamine. Region IV also has a vast mountain range west of I-25 with wilderness that is ideal for marijuana plantations. It is apparent through our intelligence sources that Region IV is on a major corridor for illegal narcotics to our Region and other destinations east and west ranging from southern California to New York State. Our task force also coordinates with federal law enforcement agencies to pursue investigations into larger trafficking operations. We are committed to working with all state and federal agencies and all other Narcotic Task Forces that are in need of our assistance. We are capable of handling assignments in all different areas within the scope of our responsibility to enforce both state and federal laws. We have in place a fiscal agent, the City of Las Vegas and administrative staff to fulfill the grant agreement responsibilities. The Law Enforcement responsibilities have been developed and operate professionally by following an established chain of command, rules and regulations and policies governed through the Region IV Executive Board Members.

PROGRAM PROBLEM STATEMENT:

Communities within Region IV are seeing a rise in property and violent crimes due to the availability of licit and illicit narcotics which affect the overall quality of life of our residents. In 2013, the task force removed over \$19,200 in illegal narcotics and prescription pills, made 104 narcotics related arrests, gave 3 anti-drug presentations in the community and seized 59,654 grams of marijuana, 110 grams of cocaine, 17 grams of methamphetamine, 50 grams of heroin and 9 firearms related to illegal drug activity. A shortage of manpower within smaller agencies does not allow agencies to commit staff to investigate narcotics related crimes on a full time basis.

PROGRAM PARTICIPANTS:

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL TIME	PART TIME
1	Lt./Narcotics	LVPD	NO	YES	NO
1	Sgt./Narcotics	LVPD	NO	YES	NO
1	Grants Administrator	LVPD	NO	NO	YES
1	Commander/Narcotics Division	LVPD	NO	NO	YES

Funding under this application will allow the sub-grantee to:

Funding under this application will allow the sub-grantee to: Assist communities within Region IV by conducting impact operations, gathering intelligence, conducting surveillance, and dismantling drug trafficking organizations all in an effort to initiate prosecution against offenders violating narcotics related laws. We also plan to equip and train officers/deputies with up to date techniques and technology on newer trends related to narcotics related violent and property crimes.

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Without continued funding, what quantifiable effects may be felt by the stakeholders served by the program?

Officers and agents cannot commit full time resources as it would impact each agency's budget. There will be an increase in narcotics related crimes in our respective communities. Without the regional concept there will also be a breakdown in communication between the respective agencies all of whom are dealing with similar issues.

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If full funding is not achieved, the sub-grantee will make the following modifications to its program:

Agencies within Region IV will be responsible for providing resources to the Task Force if they desire and they will have to commit manpower to conduct self initiated investigations and our communities would see the impact through a continued rise in crime rates.

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Statement of Sustainment: If no funding is received, what plans are in place?

Additional funding will be sought from local bodies of government or other grant sources to continue the Regional concept.

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**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU (GMB)
FY 2014 JAG PROGRAM APPLICATION**

BUDGET DETAIL WORKSHEET

City Of Las Vegas - Region IV Multi Jurisdictional Task Force

1. 200 CATEGORY COSTS -

1a. Personnel - 200 – List each position by title. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. MJTF Coordinator Annual Salary cannot exceed \$60,000 of grant funds provided by the Department of Public Safety.

Name/Position	Salary	Per	% of time	Yrs/Mo/PP/Hrs	Grant Funds
Officers Engaged in Overtime Operations from Fiscal Agency	\$40.38	Hour	25.0%	12	\$ 19,382
	\$0.00		0.0%	0	\$ -
					\$ -

1a. Sub-Total Personnel \$ 19,382

1b. Fringe Benefits - 200 – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for those listed in the personnel budget category and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman’s Compensation, and Unemployment Compensation.

Type	Base	Rate	Grant Funds
Overtime Fringe	\$19,382.40	15.30%	\$ 2,966
			\$ -
			\$ -

1b. Sub-Total Fringe Benefits \$ 2,966

Justification Personnel and Fringe Benefits: Funds will pay overtime and FICA benefits for experienced officers from the lead agency to conduct impact operations, investigations, and surveillance.

Total 200 Category \$ 22,348

2. 300 CATEGORY COSTS

2a. Contractual Services - 300 – For each contractor, enter the name, if known, service to be provided, hourly or daily fee, and estimated time on the project. Consultant fees in excess of \$650 per day or \$81.25 per hour require additional justification and prior approval.

Name of Contractor & Service Provided	Amount	Per	Quantity	Grant Funds
Officers from other Agencies within Region IV to Conduct Operations	\$1,000.00	Month	12	\$ 12,000
				\$ -
				\$ -

2a. Sub-Total Contractual Services \$ 12,000

Justification Contractual Services: Funds will be used to pay overtime for officers from other agencies within Region IV to conduct investigations, surveillance, impact operations and other narcotic related activities.

Total 300 Category \$ 12,000

3. 400 CATEGORY COSTS

3a. Travel - 400 – For Purposes of the Grant application budget, enter the total budgetary costs for travel anticipated for the grant term. Travel expenses include staff trainings, field interviews, advisory group meetings, airfare, lodging, subsistence etc. Identify the location of travel, if known. Registration Fees should be included in the "Other Costs Category" not the "Travel Costs Category".

Purpose	Location	Amount	Basis	Quantity	Grant Funds
Out of State Recertification for 2 officers in Haz Mat and Clandestine Lab Clean Up	Mississippi	\$450.00	Per Diem	2	\$ 900
Out of State Meals & Lodging for Training - 5 Officers	Florida	\$710.00	day	5	\$ 3,550
Out of State airfare for training - 5 officers	Florida	\$521.00	per person	5	\$ 2,605
Out of State rental car for training - 5 agents	Florida	\$317.29	per week	1	\$ 317

3a. Sub-Total Travel \$ 7,372

Justification Travel: The narcotics officers will attend advanced training on high risk warrant service in Jacksonville, Fl. Dates are pending at this time. With advanced training, officers will bring that knowledge back to the department and pass it on to less experienced officers. Union County will send two officers for Hazardous Materials/Clandestine Lab Clean Up recertification.

3b. Equipment – 400 – List non-expendable items that are to be purchased. **Equipment is tangible property valued at \$1,500 or more OR having a useful life of more than one year, AND any Information Technology Items (e.g., computers, tablets, printers, etc.).** Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. All equipment will be bar-coded by the GMB for tracking purposes.

Item	Amount	Quantity	Grant Funds
Lapel Cameras for Union County Deputies	\$899.00	11	\$ 9,889
Tablets and Accessories for Narcotics Agents	\$900.00	2	\$ 1,800
Printer for Grants Administrator	\$250.00	1	\$ 250
Digital Cameras for Clayton and Las Vegas Police Department	\$400.00	5	\$ 2,000

3b. Sub-Total Equipment \$ 13,939

Justification Equipment: To obtain and document evidence for prosecution of narcotics related offenses and reduce liability. The printer will be utilized to meet grant requirements and Region IV related activities.

3c. Supplies – 400 – List items by type (office supplies, postage, training materials, etc.) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Item	Amount	Per	Quantity	Grant Funds
Master Pack Drug Test Kits for Clayton PD	\$400.00	Officer	9	\$ 3,600
Ink Cartridges	\$124.00	Each	9	\$ 1,116
Portable Twin Lights for Clayton PD Generator	\$489.00	Each	1	\$ 489

Materials for Red Ribbon Week in Union County	\$750.00		1	\$ 750
Community Outreach ref: Drug Interdiction for Union County	\$1,200.00		1	\$ 1,200
	\$0.00		0	\$ -
	\$0.00		0	\$ -

3c. Sub-Total Supplies \$ 7,155

Justification Supplies: To properly identify narcotics in the field. Materials to conduct community awareness seminars.

3d. Confidential Funds – 400 – Confidential funds are those monies allocated to: Purchase of Service (P/S), including efforts to create or establish the appearance of affluence for undercover purposes, within reasonable limits; Purchase of Evidence (P/E) for purchase of evidence and/or contraband, such as narcotics; and/or Purchase of Information (P/I), including payments to an informant for specific

Description	Amount	Per	Quantity	Grant Funds
PS/PE/PI	\$1,250.00	Month	12	\$ 15,000
				\$ -
				\$ -

3e. Sub-Total Confidential Funds \$ 15,000

Justification Confidential Funds: To allow agencies to purchase services and evidence to prosecute narcotics related cases.

3e. Other Costs – 400 – List items (e.g., telecommunication, vehicle maintenance, equipment maintenance, janitorial or security services, registration fees) by major type and the basis of the computation. For example, telecommunication costs, provide number of phone lines, monthly cost, and number of months.

Description	Amount	Per	Quantity	Grant Funds
Registration for 5 agents to attend High Risk Warrant Service	\$1,075.00	Each	5	\$ 5,375
Vehicle Maintenance	\$ 860.00	Month	12	\$ 10,320
				\$ -

3f. Sub-Total Other Costs \$ 15,695

Justification Other Costs: Registration costs. Due to undercover fleet being older and high mileage, there are increased costs to keep vehicles working properly to use in operations.

Total 400 Category \$ 59,161

BUDGET SUMMARY

Budget Category	Grant Funds	Costs	Grant Funds Only
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Personnel Services - 200	\$ 19,382	\$ 19,382	21%
Fringe Benefits - 200	\$ 2,966	\$ 2,966	3%
200- Category Total	\$ 22,348	\$ 22,348	24%
Contractual Services - 300	\$ 12,000	\$ 12,000	13%
300 - Category Total	\$ 12,000	\$ 12,000	13%
Travel - 400	\$ 7,372	\$ 7,372	8%
Equipment - 400	\$ 13,939	\$ 13,939	15%
Supplies - 400	\$ 7,155	\$ 7,155	8%
Confidential Funds - 400	\$ 15,000	\$ 15,000	16%
Other Costs - 400	\$ 15,695	\$ 15,695	17%
400 - Category Total	\$ 59,161	\$ 59,162	63%
Total Application Request	\$93,509		100%

OTHER FUNDING SOURCES FOR PROGRAM:

HIDTA	OCDEF	OTHER	TOTAL
		"Specify Here"	
"Enter Amount Here"	"Enter Amount Here"	"Enter Amount Here"	\$ -

PROGRAM PARTICIPANTS:

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL TIME	PART TIME
1	Lt./Narcotics	LVPD	NO	YES	NO
1	Sgt./Narcotics	LVPD	NO	YES	NO
1	Grants Administrator	LVPD	NO	NO	YES
1	Commander	LVPD	NO	NO	YES

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
FY 2014 JAG PROGRAM APPLICATION**

GOALS AND OBJECTIVES

City Of Las Vegas - Region IV Multi Jurisdictional Task Force

Goal 1. Investigate Narcotic Related Crimes				
Objective: By conducting surveillance, gathering intelligence, and initiating consensual encounters.				
Expected Output / Outcome	Output/Outcome Measure	Questions:	2014 Expected Output/Outcomes	
Region IV will use all legal means available to identify and initiate prosecution against offenders violating narcotics related laws.	Through the disruption and dismantling of drug trafficking organizations, weapons violations and property crimes throughout Northeastern New Mexico.	What do we expect to accomplish?	60 - 80 cases	
			Increased neighborhood presence	
			Increased awareness in our communities	

Goal 2. Execute Impact Operations			
Objective: Show increased officer presence to reduce crime			
Expected Output / Outcome	Output/Outcome Measure	Questions:	2014 Expected Output/Outcomes
To deter criminal activity	By Coordinating Impact Teams to do proactive enforcement	How many operations do we plan to execute?	5
		How do we execute these operations?	By coordinating with agencies within Region IV and gather intelligence to disrupt narcotics sales in relation to other crimes

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
FY 2014 JAG PROGRAM APPLICATION**

GOALS AND OBJECTIVES

through a proactive approach			

Goal 3. To enhance Narcotics enforcement within Region IV through working partnerships with citizens, law enforcement and other community organizations.

Objective: To assist agencies within Region IV with technical support including surveillance, electronic monitoring and other investigative techniques.

Expected Output / Outcome	Output/Outcome Measure	Questions:	2014 Expected Output/Outcomes
	To dismantle drug trafficking organizations and gather evidence for prosecution.	How do we get our communities and other agencies more involved?	By conducting 5 public awareness seminars
			Increasing officer presence proactively
			By offering our support
To provide a supportive role to our citizens, law enforcement and other community organizations.			

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU (GMB)
FY 2014 JAG PROGRAM APPLICATION**

COST BENEFIT ANALYSIS

City Of Las Vegas - Region IV Multi Jurisdictional Task Force

Type of Costs Incurred	Reason for Incurring the Cost
Cost 1: Overtime	Reason 1: For officers/deputies to conduct operations in their respective communities to combat narcotics related offenses.
Cost 2: Equipment and Supplies	Reason 2: To provide tools to aid in effective investigations and evidence preservation and to reduce the amount of liability claims.
Cost 3: Training	Reason 3: To increase officer awareness and officer safety while performing their duties.

Alternative Options:

Alternative 1:

Alternative 2:

Alternative 3:

Conclusion:

Costs

	Category	Item	Qty	Price	Total
200	Personnel	Overtime	1	\$19,382	\$ 19,382.00
	Benefits	FICA	1	\$2,966	\$ 2,966.00
300	Contractual	Overtime for other agencies	1	\$12,000	\$ 12,000.00
400	Other	Travel	1	\$7,372	\$ 7,372.00
		Training	1	\$5,375	\$ 5,375.00
		Equipment/Supplies	1	\$21,094	\$ 21,094.00
		Vehicle Maintenance	1	\$10,320	\$ 10,320.00
		Confidential Funds	1	\$15,000	\$ 15,000.00

Total Cost:	\$ 93,509.00
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Benefits / Direct (Tangible)

Average Cost of Property Crimes such as Burglaries, Larcenies and Motor Vehicle Thefts as they Relate to Narcotics \$8104.00 x 12 average hours officers spend investigating these types of crimes x \$21.63 average hourly rate based on Rand Cost of Crime Calculator	\$ 2,103,474.24
Average cost savings of officer time to conduct field interrogations 3 hours x \$21.63 average hourly rate x 127 incidents based on 2012 UCR Crime Statistics	\$ 8,241.03
	\$ -
	\$ -
	\$ -
Total:	\$ 2,111,715.27

Benefits / Indirect (Intangible)

Quality of Life for the Citizens in the Region IV Communities	\$ -
	\$ -
Total:	\$ -

Total Benefits:	\$ 2,111,715.27
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Net Benefit:	\$ 2,018,206.27
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Benefits and Impacts
Decreased number of narcotics related crimes
Increased number of recorded evidence and field interrogations.
Increased number of successfully prosecuted cases due to having recorded evidence.
Decrease in number of tort claims to the respective agencies due to audio/video evidence and proper training
Feasibility
Based upon the goal of committing to improving the quality of life for the citizens in our Community through effective policing, gathering tangible evidence to produce for prosecution, and obtaining advanced training to reduce liability issues, this project is economically feasible.
2 -
3 -
4 -
Alternatives
No alternative proposed.
2 -
3 -
4 -
Assumptions

Average cost of officer time is current.

Cost to human life not utilized in analysis, but should factor due to the affects it has on not just families but the community as a whole.

3 -

4 -

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU (GMB)
FY 2014 JAG PROGRAM APPLICATION**

RETURN ON INVESTMENT

City Of Las Vegas - Region IV Multi Jurisdictional Task Force

Program Cost (Investment): **\$ 93,509.00**

Program Gains (Benefits): **\$ 2,111,715.27**

Calculation:
$$\frac{\$ 2,018,206.27}{\$ 93,509.00} = \underline{\underline{2158.3\%}} \quad \text{Return on Investment}$$

Example

ROI is frequently derived as the "Return" (incremental gain) from an action divided by the cost of that action.

Simple ROI Example
$$\frac{\text{Gains - Investment Costs}}{\text{Investment Costs}} = \text{\%} \quad \text{Return on Investment}$$

Example: To determine the ROI for a new marketing program that is expected to cost \$500,000 (implementation costs) over the next five years and deliver an estimated \$700,000 in increased profits (benefits) during the same time frame, we would calculate as follows:

Simple ROI Example
$$\frac{\$700,000 - \$500,000}{\$500,000} = 40.0\% \quad \text{Return on Investment}$$

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 8-28-14 DEPT: Senior Center MEETING DATE: 9-10-14

ITEM/TOPIC: Resolution No. 14-62, Signatory Authority for Senior Center(s).

BACKGROUND/RATIONALE: A Resolution is required for signatory authority for all documents necessary to continue Senior Center Operations.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE
NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO
THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ,
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

**CITY OF LAS VEGAS
RESOLUTION NO. 14-62**

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AN OFFICIAL
REPRESENTATIVE AND SIGNATURE AUTHORITY**

WHEREAS, the City of Las Vegas provides Senior Center services to the Community of Las Vegas, San Miguel and Pecos; and

WHEREAS, the City Municipal Charter as adopted March 2010 , Section 5.03 of this Charter states Power and Duties of City Manager; The City Manager shall be the Chief Administrative Officer of the City in charge of day to day administrative affairs of the City; and

WHEREAS, the City of Las Vegas submits contract(s) and/or funding documents needed to continue operations; and

NOW THEREFORE, be it resolved that the governing body of the City of Las Vegas does hereby authorize the City Manager (Acting City Manager) of the City of Las Vegas or his/her designee as the official representative with signatory authority for all documents necessary to continue Senior Center(s) operations .

PASSED, APPROVED AND ADOPTED this _____ day of _____,
2014.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero Jr., City Attorney

Work Session

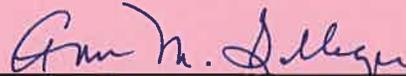
CITY COUNCIL MEETING AGENDA REQUEST

DATE:09/02/2014 DEPT: FINANCE MEETING DATE: 09/10/2014

DISCUSSION ITEM/TOPIC: Request for Proposal #2015-03 to address the 2013 InformationTechnology audit finding.

BACKGROUND/RATIONALE: The 2013 Audit included an Informational Technology Finding. The finding recommended that the City develop and update a formal Disaster Recovery Plan, to ensure the City has a redundant server especially for the Tyler application, to address the network security and to engage a third party service provider to perform several tests to ensure and protect all City data. Finally, hardware will upgrade servers and backup systems.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ANN M. GALLEGOS
FINANCE DIRECTOR


ELMER J. MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

RFP #2015-03

IBM HARDWARE & SOFTWARE INSTALLATION/PROFESSIONAL SERVICES

09/03/2014

ITC

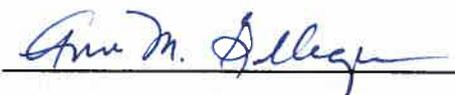
Interviewer	Question 1	Question 2	Question 3	Question 4	Question 5	Total Score	Rank
Interviewer 1	25	20	20	20	10	95	1
Interviewer 2	20	17	20	19	10	86	1
Interviewer 3	20	15	20	20	12	87	1

SPSVar

Interviewer	Question 1	Question 2	Question 3	Question 4	Question 5	Total Score	Rank
Interviewer 1	0	0	0	0	15	15	3
Interviewer 2	0	9	8	5	14	36	3
Interviewer 3	0	10	10	5	15	40	3

IT Connect Inc.

Interviewer	Question 1	Question 2	Question 3	Question 4	Question 5	Total Score	Rank
Interviewer 1	10	15	15	5	5	50	2
Interviewer 2	16	16	9	9	4	54	2
Interviewer 3	20	15	10	10	5	55	2

Submitted by: 

Ann Marie Gallegos, Finance Director

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico Public Housing Authority will open Sealed Qualifications/Proposals at 2:00 p.m., August 27, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

IBM HARDWARE & SOFTWARE INSTALLATION/PROFESSIONAL SERVICES

Proposal Forms and Specifications may be obtained from the following location:

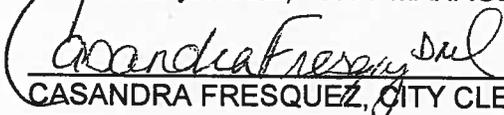
1700 N GRAND AVE
LAS VEGAS, NM 87701

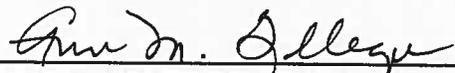
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: IBM HARDWARE & SOFTWARE INSTALLATION / PROFESSIONAL SERVICES Opening No. 2015-03; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

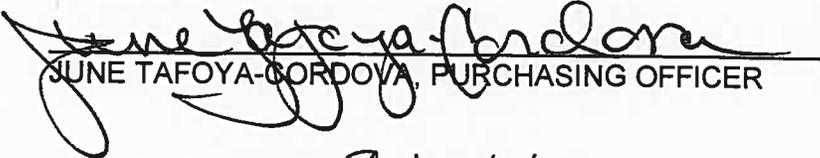
The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS


ELMER MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFUYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-03

Date Issued: 8-4-14

Published: LAS VEGAS OPTIC 8/10/2014
ALBUQUERQUE JOURNAL 8/10/2014
www.lasvegasnm.gov

STANDARD PROPOSAL CLAUSES

AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

The City of Las Vegas reserves the right to make multiple awards on Professional Services proposals. All contracts shall be presented to the Governing Body for approval.

TIMETABLE

Proposals pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: 8-27, 2014; 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: September, 2014. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The procurement code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978), 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), states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, correction, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date 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 schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

APPLICATION OF PREFERENCE

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 Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

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 a New Mexico (CRS) Tax Identification Number, contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

SPECIAL NOTICE

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder Must pay Gross Receipts Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

City of Las Vegas

The City of Las Vegas is requesting sealed bids for the following Hardware.

Qty.	Description	Manufacturer	Cat1	Amount
2	IBM Storwize V3700 SFF Dual Control Enclosure	IBM	HW	
18	1.2TB 2.5in 10K 6Gb SAS HDD	IBM	HW	
4	8Gb FC 4 Port Host Interface Card	IBM	HW	
4	8Gb FC SW SFP Transceivers (Pair)	IBM	HW	
2	Remote Mirroring	IBM	HW	
2	3 Year Onsite Repair 24x7 4 Hour Response	IBM	SVC	
2	RTS for Storage Devices - Base - 3yr	IBM	SVC	
2	x3650 M4, Xeon 8C E5-2650v2 95W 2.6GHz/1866MHz/20MB, 1x8GB, O/Bay HS 2.5in SAS/SATA, SR M5110e, 750W p/s, Rack	IBM	HW	
2	Intel Xeon 8C Processor Model E5-2650v2 95W 2.6GHz/1866MHz/20MB	IBM	HW	
32	8GB (1x8GB, 2Rx8, 1.35V) PC3L-12800 CL11 ECC DDR3 1600MHz LP RDIMM	IBM	HW	
4	IBM 146GB 2.5in SFF 15K 6Gbps HS SAS HDD	IBM	HW	
2	IBM System x 750W High Efficiency Platinum AC Power Supply	IBM	HW	
2	3 Year Onsite Repair 24x7 4 Hour Response	IBM	SVC	
2	Line cord - 4.3M, 10A/125V, C13 to NEMA 5-15P (US)	IBM	HW	
2	Emulex 8Gb FC Dual-port HBA for IBM System x	IBM	HW	
2	Intel Ethernet Quad Port Server Adapter I340-T4 for IBM System x	IBM	HW	
4	** EOL 1/17/2014 ** - 5m Fiber Optic Cable LC-LC	IBM	HW	
3	OLP SNGL LANG WIN SVR STD 2012R2 NL 2PROC Product stocked by manufacturer. Delivery times vary			

City of Las Vegas

The City of Las Vegas is requesting sealed bids for the following IT professional services.

Qty.	Description	Amount Quote Hourly Rate
1	Restructure Datacenter & Reorganize network cables at City Hall & PD	
2	Configure and implement SAN (V3700) at City Hall and PD	
3	Convert physical servers City Hall servers to logical servers	
4	Configure and implement DMZ.	
5	Security hardening for the entire IT computing environment.	
6	Network maintenance/configuration as requested	
7	Virtualization of Library server (Infocentre software) and Housing (EMPHISYS software)	

Technical Requirements & Certifications

1. IBM Business Partner
2. Cisco Certified
3. Microsoft Certified
4. VMware certified
5. Experience implementing IBM Storwize Storage

Other Requirements

1. Must obtain City of Las Vegas Business license
2. Grantee will abide by New Mexico Mileage and Per Diem Schedule

Special Notes

1. Bidder/Proposer/Offeror may submit quotes for either Hardware or Professional Services or both.
2. The City of Las Vegas reserves the right to choose a single vendor and/or multiple vendors for products and services.
3. Please provide copies of preferred professional services certificates for professional services component.
4. Grantee will submit logs of work completed and time spent by item.
5. Please provide list of other agencies that you have conducted similar services.

****Please email any questions pertaining to the IBM Hardware & Software Installation/Professional Services RFP to webmaster@ci.las-vegas.nm.us**

PROPOSAL EVALUATION CRITERIA AND POINT VALUES

Rating Sheet For _____

Proposals will be scored based on the following evaluation criteria and weights.

POSSIBLE
POINTS

Rating Sheet For: IBM Hardware & Software Installation

1. Specialized Planning & Technical Competence: The Consultant must demonstrate the following knowledge and abilities:	25	___
2. Capacity and Capability: Capacity and Capability of the business to perform the scope of work with such factors as project approach control of costs, quality of work and meeting deadlines.	25	___
3. Past Record of Performance	20	___
4. Familiarity and experience with the Las Vegas City Network and the current Information Technology System and the effective installation and implementation of the installation and upgrade of the City Network.	20	___
5. Hardware cost	10	___
Total Score	100	___

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9-2-14 DEPT: Executive MEETING DATE: 9-10-14

ITEM/TOPIC: Facility Seasonal Usage Agreement between the City of Las Vegas and the Pecos League, Agreement #2655-13.

BACKGROUND/RATIONALE: The Pecos League is the owner and operator of the "Vegas Train Robbers", a professional baseball team. This team utilizes the City of Las Vegas baseball field situated at the Rodriguez Park Complex known as Henry Martinez field. Council is asked to review the previous agreement, consider revisions, and provide direction for the City Manager for negotiations of future agreement(s).

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:

SUBMITTER'S SIGNATURE



ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR



ELMER J. MARTINEZ,
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY
Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

Agreement / Contract
No. 2655-13
City of Las Vegas
Date

Date
City of Las Vegas
No. _____
Agreement / Contract

ADDENDUM #1

FACILITY SEASONAL USAGE AGREEMENT
BETWEEN CITY OF LAS VEGAS AND PECOS LEAGUE

This CITY OF LAS VEGAS FACILITY seasonal usage agreement is made and entered into this 5th day of May, 2014 by and between the City of Las Vegas a Municipality in the State of New Mexico, as represented by the City Council and the Pecos League, P.O. Box 271489, Houston, TX 77277, (hereinafter the "Pecos League").

In accordance with Resolution # 12-59 the City Council's authorized representative to negotiate this Agreement is Timothy P. Dodge, City Manager.

RECITALS:

WHEREAS, the City of Las Vegas is the owner of the baseball fields situated at Rodriguez Park Complex (Henry Martinez Field) in Las Vegas, New Mexico, that includes a competition field with lights. (hereafter "Baseball Field").

WHEREAS, the Pecos League is the owner and operator of the "Vegas Train Robbers", a professional baseball team.

WHEREAS, the City of Las Vegas encourages the development of professional athletic leagues in the City to foster economic development, prosperity, and to provide recreational and other opportunities for the citizens of Las Vegas, New Mexico and Northern New Mexico.

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

1. **GRANTING CLAUSE AND PREMISES.** For the term and at the fee specified in this Agreement and otherwise upon the terms, provisions and conditions contained on the following real property, together with all improvements located thereon:

One (1) competition field with lights at the Rodriguez Park Complex (Henry Martinez Field) (identified on Map Exhibit A)

2. **TERM:** The term is from May 5, 2014 thru August 1, 2014, for 35 dates for regular league season. (See Attachment "B" League Schedule). The dates and or amendments of schedule(s) shall be provided to the City by March 1, _____, 2014 by the Pecos League. The City agrees to cooperate in allowing additional playoff games. This agreement is for one year renewable up to (4) four years with yearly addendums.
3. **TERMINATION OF AGREEMENT PRIOR TO THE END OF THE TERM:** This agreement may be terminated by either party by giving thirty (30) day written notice.
4. **NOTICES:**

All notices, requests or other communications to the City of Las Vegas shall be given by regular and certified mail addressed to the following:

Timothy P. Dodge, City Manager/ or Acting City Manager
1700 North Grand Avenue
Las Vegas, New Mexico 87701

All notices, requests or other communications to the "Las Vegas Train Robbers" shall be given by regular and certified mail addressed to the following:

Andrew Dunn c/o
Pecos League
P.O. Box 271489
Houston, TX 77277

5. **GRANT OF NONEXCLUSIVE USE:** The City hereby grants unto the "Pecos League" a right of nonexclusive use of the "Henry Martinez Baseball Field". As depicted in "Exhibit A" attached hereto and incorporated herein by this reference (the "Premises").
6. **GENERAL MAINTENANCE:** the Pecos League shall cooperate with the City of Las Vegas Parks department for the maintenance, care, and upkeep of the "Baseball Field" and Facilities, including the provision of all labor, equipment, and materials necessary to accomplish the same. Maintenance, care, and upkeep shall include, without limitation, the following:
 - a. The City of Las Vegas Parks Department will provide irrigation and fertilization of all grassed areas
 - b. The City of Las Vegas Parks Department will provide cutting and grooming of all grassed and other vegetated areas
 - c. The City of Las Vegas Parks Department will collect and dispose of all waste and debris from within the premises
 - d. The City of Las Vegas Parks Department will be in charge of Dragging of Field based on a schedule
 - e. The City of Las Vegas Parks Department will be in charge of adequately maintaining the Music Station, Speaker System and announcer station.

- f. Pecos League will maintain Plate and Mound (City will provide clay for mound).
 - g. Pecos League will maintain the provision of all materials, equipment, and supplies necessary for the practice and play of baseball.
 - h. Pecos League shall be responsible in providing transportation (to all games), adequate compensation in a timely manner, and housing to all Train Robber players.
7. **CITY WILL PROVIDE MAINTENANCE OF SPECTATOR GRANDSTANDS AND RESTROOM FACILITIES:** As the Premises encompass the spectator grandstands or restroom facilities serving the Rodriguez Field.
8. **IRRIGATION WATER:** The City will utilize re-claimed water for irrigation of the grassed areas of the Rodriguez Baseball Field at no expense to the Pecos League.
9. **SECURITY AND ACCESS:** The City shall provide security to the Premises which is typical and customary of other public properties owned by the City.
10. **ADVERTISING RIGHTS:** The Pecos League may sell advertising banners to be placed inside of the stadium. The size of the banners shall not exceed 300 sq. ft.. Sponsorship minimum amount shall be \$26,000.
11. **SEASON TICKETS, MERCHANDISE AND CONCESSIONS:**
- a. Pecos League shall keep 100% of season ticket sales revenue
 - b. Pecos League reserves the right to sell T-Shirts/Hats/Merchandise and tickets for future Pecos League games.
 - c. Pecos League will be responsible for obtaining separate contracts for concession or beer sales that shall include insurance.
 - d. The City of Las Vegas will prepare a separate contract for the approval/disapproval for vendor to utilize City Facilities/property.
12. **CROWD CONTROL:** The Pecos League and the City of Las Vegas reserves the right to remove, ban any spectator from the premises for disorderly contact.
13. **CONDITION OF PREMISES:** At the conclusion of the season (August 15) the condition of premises must be acceptable to Luna Community College and the City of Las Vegas...the Pecos League will be held financially responsible.

Any Pecos League violations to city property must be reported immediately to
(575) 680-2212
Pecos League Office
PO Box 271489
Houston, TX 77277

14. **PERSONAL PROPERTY AND FIXTURES OF:** All personal property and fixtures of the Pecos League in and on the premises shall be kept at the sole risk of the Pecos League, and the City shall not be liable for any damage thereto or to premises or to the Pecos League for interruption of business or otherwise. The Pecos League hereby waives all causes of rights of recovery against City, its agents employees, invites and the League for any loss to such personal property and fixtures on the premises or to consequential loss arising there from caused by fire or other casualty, whether negligently caused or not.

16. **EQUIPMENT AND IMPROVEMENTS:**

- a. Except as otherwise provided herein; the Pecos League, with written permission of the City, shall have the right to install such equipment as may be necessary for the conduct of its business on the premises and to remove all of such equipment installed by the League that is removable without damage to the premises. The League shall, upon written demand by City, at the Leagues' sole cost and expense, forthwith and with all due diligence, remove any alterations additions, or improvements made by the League.
- b. The League shall not make, suffer or permit to be made, any additions, alterations or improvements to the premises without first obtaining the written consent of City, which consent City may withhold in its sole and absolute discretion.

17. **INSURANCE:** The City shall cause the Premises and all appurtenances and improvements thereto to be covered under the City's property and casualty insurance policy.

The Pecos League shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance, in the total aggregate amount of \$1,050,000, covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than thirty (30) days in advance of cancellation for any reason. A certificate or policy which states that the failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to the City. The Pecos League shall furnish the City with a copy of a Certificate of Insurance or other evidence of Renter's compliance with the provisions of this section at least 30 days prior to the day the Term of the Agreement begins.

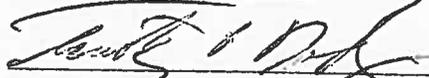
1. **PATRON CODE OF CONDUCT:** All participants must follow the Recreation Division's Patron Code of Conduct and all posted signs at each facility. Violation of any Patron Code of Conduct and posted signs by its participants will lead to corrective action.
2. **RIGHTS OF THE CITY:** The City, by its employees, officers and/or agents, reserves the right to control and enforce all rules, regulations and policies for the management and operation of the Premises, now or hereafter in effect.

liabilities, which may be caused to person or property, directly or indirectly, by an act, omission or negligence arising from and/or related to the acts and/or omissions of the City of Las Vegas, its officers, employees or agents, including but not limited to claims arising from the use of any equipment and/or the City facilities, from the activity itself, from the acts of others, from observation of the activity, or from the unavailability of emergency medical care. League employees, agents, representatives, guests and invitees, understand that this Release includes those claims, injuries or damages based on death, bodily injury or property damage whether or not caused by the negligent acts, omissions or other fault of the Released Parties. Renter, Renter's employees, agents, representatives, guests and invitees understand and acknowledge that the use of equipment and Facilities involves risks such as risk of property damage, bodily injury and possible death.

9. **APPLICABLE LAW; CHOICE OF LAW; VENUE.** Pecos League shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Las Vegas. In any action, suit or legal dispute arising from this Agreement, League agrees that the laws of the State of New Mexico shall govern and matter tried in San Miguel County.
10. **ASSIGNMENT.** Pecos League shall not transfer, assign, or sublet, in whole or in part, its right and obligations under this Agreement and in the Premises without prior written consent of the City of Las Vegas.
11. **AMENDMENT.** This Agreement shall not be altered, changed or amended except by an amendment in writing executed by the parties hereto.
12. **BINDING EFFECT.** This Agreement shall be binding upon and injure to the benefit of the parties hereto and their respective successors and permitted assigns and is specifically enforceable.
13. **FORCE MAJEURE.** City shall have no liability to Pecos League, and Pecos League shall have no claim or action against the City therefore, because of City's failure to perform any of its obligations in the Agreement if the failure is due unforeseen occurrences or to reasons beyond the City's reasonable control, including without limitation, strikes or other labor difficulties, war, riot, terrorism, civil insurrection, accidents, acts of God or government authorities in connection with a national, state or local emergency. In such event, League's sole remedy shall be limited to cancellation of this Agreement and the return of the rental fee, confirmation deposit, and damage/cleaning deposit actually paid.
14. **NON-DISCRIMINATION; AMERICANS WITH DISABILITIES.** Pecos League shall not unlawfully discriminate in the admission of any person upon the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.
15. **ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between the City of Las Vegas and Pecos League, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein.
16. **GROSS RECEIPTS TAX:** The Pecos League shall be responsible for obtaining a City Business License and for the gross receipts tax and on their respective share of this revenue.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

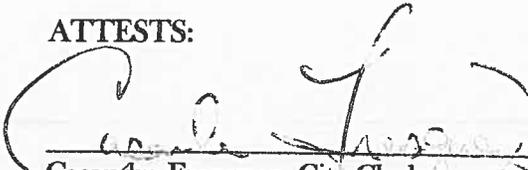
CITY OF LAS VEGAS:



Timothy P. Dodge, City Manager

DATE: 5-5-14

ATTESTS:



Casandra Fresquez, City Clerk

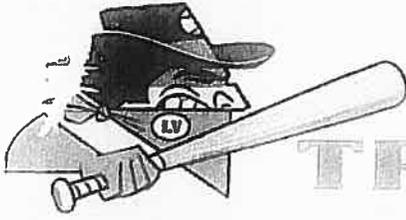
APPROVED AS TO FORM:

DAVE ROMERO 5/28/14
Dave Romero, Jr. City Attorney Date

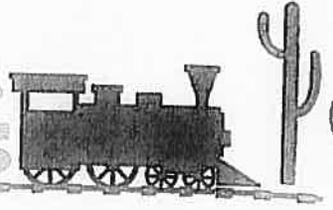
PECOS LEAGUE: Andre Deen 5/20/2014

BY: Andre Deen

DATE: 5/20/2014



LAS VEGAS TRAIN ROBBERS



C S T ST T 1 14 13

THE ALIENS HAVE LEFT THEIR BAT



Las Vegas Train Robbers 2014 Schedule

5/2014 Schedule:

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12 (4612) Black/Maldando TICKETS (4612) 7:00: ALP Cusc	13 (4613) Black/Maldando TICKETS (4613) 7:00: ALP	14	15 (4371) Black/Maldando TICKETS (4371) 7:00: ALP	16 (4372) Black/Maldando TICKETS (4372) 7:00: ALP	17 (4370) Black/Maldando TICKETS (4370) 3:00: ALP 17 (4373) Black/Maldando TICKETS (4373) 7:00: ALP
18 (4386) Sevler/Koehn TICKETS (4386) 7:00: ROS	19 (4387) Sevler/Koehn TICKETS (4387) 7:00: ROS	20 (4388) Sevler/Koehn TICKETS (4388) 7:00: ROS	21 (4389) Sevler/Koehn TICKETS (4389) 7:00: ROS	22 (4713) Sevler/Koehn TICKETS (4713) 6:00: PAT	23 (4714) Sevler/Koehn TICKETS (4714) 6:00: PAT	24 (4715) Wilcot/Miller TICKETS (4715) 6:00: RAT
25 (4716) Wilcot/Miller TICKETS (4716) 6:00: RAT	26 (4426) Black/Maldando TICKETS (4426) 6:00: TPT	27 (4427) Black/Maldando TICKETS (4427) 6:00: TPT	28 (4428) Wilcot/Miller TICKETS (4428) 6:00: TRI	29 (4429) Wilcot/Miller TICKETS (4429) 6:00: TRI	30 (4434) Crawford/Padilla TICKETS (4434) 6:00: SFM	31 (4435) Crawford/Padilla TICKETS (4435) 6:00: SFM

6/2014 Schedule:

SUN	MON	TUE	WED	THU	FRI	SAT
1 (4436) / TICKETS (4436) 6:00: SFM	2 (4672) / TICKETS (4672) 6:00: SFM	3 (4737) / TICKETS (4737) 6:00: TRI	4 (4459) / TICKETS (4459) 6:00: TRI	5 (4460) / TICKETS (4460) 6:00: TRI	6 (4461) / TICKETS (4461) 6:00: TRI	7 (4462) / TICKETS (4462) 6:00: WHI
8 (4463) / TICKETS (4463) 6:00: WHI	9 (4464) / TICKETS (4464) 6:00: WHI	10 (4465) / TICKETS (4465) 6:00: WHI	11 (4490) / TICKETS (4490) 6:00: SFM	12 (4491) / TICKETS (4491) 6:00: SFM	13 (4492) / TICKETS (4492) 6:00: SFM	14 (4493) / TICKETS (4493) 6:00: SFM
15 (4506) / TICKETS (4506) 6:00: TRI	16 (4507) / TICKETS (4507) 6:00: TRI	17 (4508) / TICKETS (4508) 6:00: TPT	18 (4509) / TICKETS (4509) 6:00: TRI	19 (4522) / TICKETS (4522) 6:30: WHI	20 (4523) / TICKETS (4523) 6:30: WHI	21 (4524) / TICKETS (4524) 6:30: WHI
22 (4525) / TICKETS (4525) 6:30: WHI	23 (4530) / TICKETS (4530) 6:00: SFM	24 (4534) / TICKETS (4534) 6:00: RAT	25 (4536) / TICKETS (4536) 6:00: TAC	26 (4537) / TICKETS (4537) 6:00: RAT	27 (4550) / TICKETS (4550) 6:00: SFM	28 (4551) / TICKETS (4551) 6:00: SFM
29 (4552) /	30					

TICKETS
(1557) 6:00:
7M

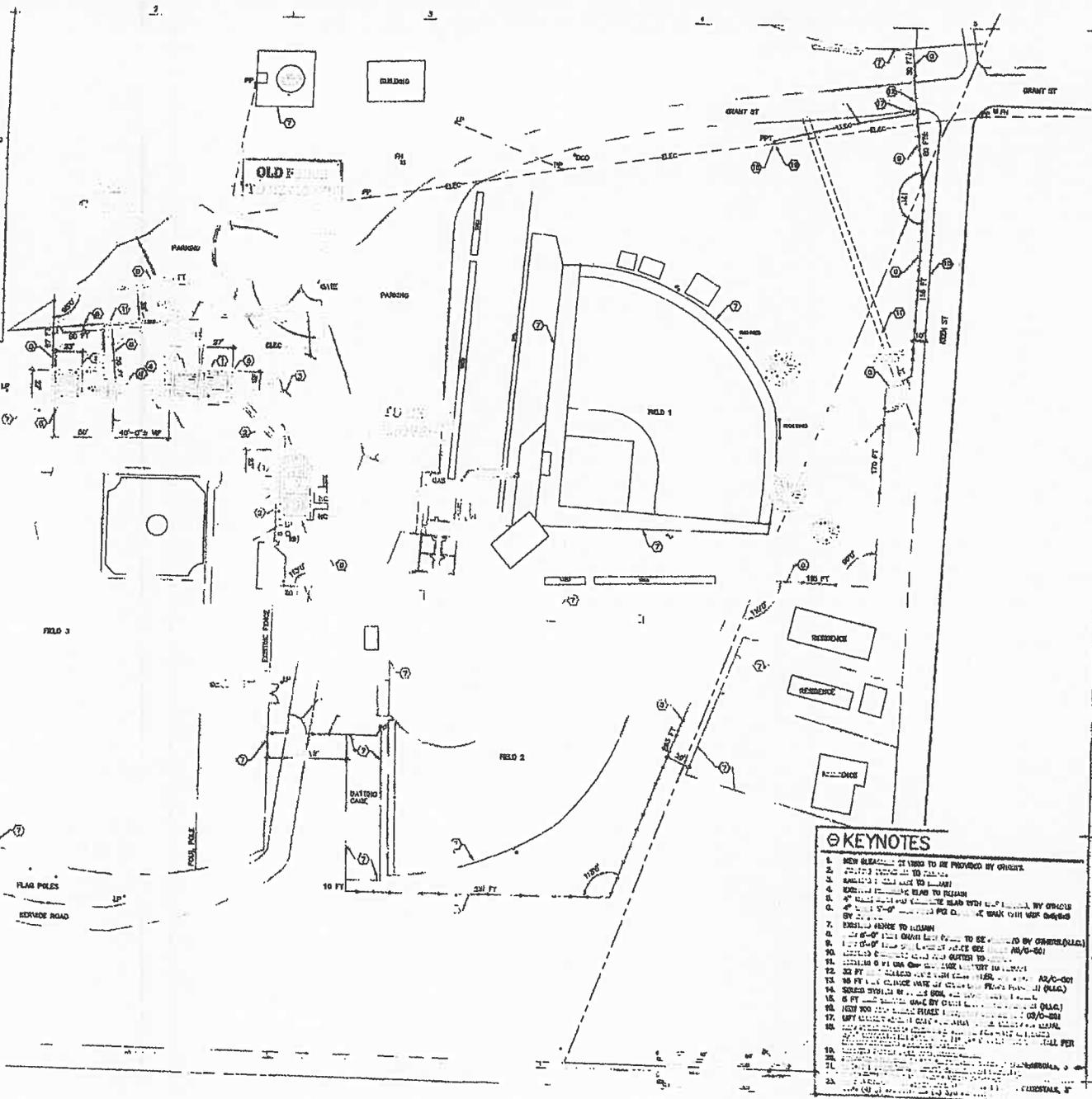
7/2014 Schedule

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2 (4566) / TICKETS (4566) 3:00: @ AIP	3 (4794) / TICKETS (4794) 7:00: @ AIP	4 (4565) / TICKETS (4565) 3:00: @ AIP	5 (4574) / TICKETS (4574) 7:00: @ POS
6 (4575) / TICKETS (4575) 7:00: @ POS	7 (4576) / TICKETS (4576) 7:00: @ POS	8 (4577) / TICKETS (4577) 7:00: @ POS	9 (4602) / TICKETS (4602) 6:00: PAT	10 (4603) / TICKETS (4603) 6:00: PAT	11 (4604) / TICKETS (4604) 6:00: PAT	12 (4605) / TICKETS (4605) 6:00: PAT
13 (4818) / TICKETS (4818) 6:00: TPI	14 (4819) / TICKETS (4819) 6:00: TPI	15 (4812) / TICKETS (4812) 6:00: @ TRI	16 (4817) / TICKETS (4817) 6:00: @ TRI	17 (4634) / TICKETS (4634) 6:00: PAT	18 (4635) / TICKETS (4635) 6:00: PAT	19 (4636) / TICKETS (4636) 6:00: @ RAT
20 (4637) / TICKETS (4637) 6:00: @ RAT	21	22	23	24	25	26
27	28	29	30	31		



GENERAL NOTES

- A. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. A RECORD DRAWING OF ALL UTILITIES SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- B. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ELECTRICAL CODE (NEC).
- C. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODE.
- D. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL SANITATION FOUNDATION (NSF) CODE.
- E. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL PLUMBING CONFERENCE (NPLC) CODE.
- F. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL IRRIGATION ENGINEERS SOCIETY (NIES) CODE.
- G. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ASSOCIATION OF PUBLIC WORKS (NAPW) CODE.
- H. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ASSOCIATION OF STATE ENGINEERS (NASE) CODE.
- I. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ASSOCIATION OF CITY ENGINEERS (NACE) CODE.
- J. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ASSOCIATION OF MUNICIPAL ENGINEERS (NAME) CODE.
- K. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ASSOCIATION OF PUBLIC WORKS (NAPW) CODE.
- L. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ASSOCIATION OF STATE ENGINEERS (NASE) CODE.
- M. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ASSOCIATION OF CITY ENGINEERS (NACE) CODE.
- N. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE NATIONAL ASSOCIATION OF MUNICIPAL ENGINEERS (NAME) CODE.



- KEYNOTES**
1. NEW BENCHES TO BE PROVIDED BY OTHERS.
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 23. NEW BENCHES TO BE PROVIDED BY OTHERS.

PROFESSIONAL SEAL

KEVIN R. BALCOUR
No. 1112

CITY OF LAS VEGAS
RODRIGUEZ PARK
IMPROVEMENTS

LAS VEGAS, NEW MEXICO

DATE	BY

PROJECT NO. 1 1800
 DRAWN BY 30
 CHECKED BY 1000
 DATE 8-7-79
 FILE NO. 1002-CITY-SITE-PLANS-00

SHEET NAME
PROPOSED
SITE PLAN

C-101

PROPOSED SITE PLAN

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9-4-14

DEPT: Executive

MEETING DATE: 9-10-14

ITEM/TOPIC: Contract with the Las Vegas/San Miguel Economic Development Corporation.

BACKGROUND/RATIONALE: The purpose of this EDC Contract is to coordinate collaborative and economic development initiatives that stimulate economic opportunities for Las Vegas. The proposed agreement sets forth specific projects with quarterly reporting to the City of Las Vegas under terms of the Contract.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:


ALPONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ,
ACTING CITY MANAGER

SUBMITTER'S SIGNATURE

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS/SAN MIGUEL ECONOMIC DEVELOPMENT, INC.

This contract entered into this __ day of _____, 2014 and is effective October 1, 2014 between the City of Las Vegas, New Mexico a municipal corporation, hereinafter called the "City" and Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation exempt under Section 501(c) (6), hereinafter called the "Contractor."

WHEREAS, the Contractor is designated as the advisory body for economic development, working in partnership with the City Las Vegas as provided in City of Las Vegas Chapter 33 Economic Development Plan of the Code of the City of Las Vegas formally Ordinance NO. 01-19 adopted by the governing body of the City of Las Vegas on the 9th day of January 2002; and

WHEREAS, Contractor is organized as a New Mexico non-profit to promote Las Vegas and San Miguel County as a desirable place to do business, produce goods and services, educate our citizens and enjoy the quality of life. The Contractor is to implement the economic development goals established by the Las Vegas Comprehensive Master Plan via a collaborative effort between public and private sectors, to in part work toward the following goals:

- a) Stabilize and promote existing businesses,
- b) Encourage and promote new home grown business,
- c) Attract new targeted businesses to our area,
- d) Reduce the outflow of spending from our community
- e) Improve the standard of living for our community,
- f) Be the gatekeeper and facilitate for new employers desiring to locate in Las Vegas
- g) Reduce the level of unemployment and underemployment in our community
- h) Improve the skills of our workforce and promote excellent customer service,
- i) Actively recruit compatible and complimentary employers to our community,
- k) Serve as a public-private partnership organization under the leadership of a community-wide board of directors,
- l) Develop and maintain a data base of business assets, telecommunications capabilities, infrastructure and available properties for economic development,
- m) Collaborate with regional economic development initiative, the national laboratories, the state Economic Development Office, and others, and corporations organized under the laws of the State of New Mexico; and in general to carry on any lawful activity and perform any lawful act permitted by the State of New Mexico.

WHEREAS, the City, acting through its governing body, the City Council, is desirous of continuing to join the efforts and activities of the Contractor to permit the Contractor to better serve the citizens of the City of Las Vegas in achieving the stated goals and mission of the Contractor, and

WHEREAS, the City commits financial support for the next 12 months in the amount of \$35,000 for the year, to be paid to the Contractor under the terms and conditions of this contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GENERAL CONDITIONS, NARRATIVE EXPENDITURE REPORTS, SCOPE OF WORK, DELIVERABLES, SCHEDULES AND PAYMENTS

The City will pay on invoices presented under this Contract where work (described under Scope of Work below) has been completed and services provided the City according to the schedule (indicated below) based on invoices which show: (i) the Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested- and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A.1 SCOPE OF WORK

Business Expansion/Retention and Jobs

1. The Contractor shall work with Old Wood, LLC who is seeking to expand its wood floor operation, which will add up to 100 workers. This project will be done through a project participation agreement as provided under Chapter 33 of the Code, and based on the applicant meeting the requirements, to access LEDA and other funding. This project will allow Old Wood, LLC to remain in the community as its sole manufacturing company.
 - a. The contractor shall report quarterly on the status of the project (Project Participation Agreement).
2. The Contractor shall work with City Community Development and others to identify funding for roads and drainage at Dee Bibb Industrial Park to provide a more stable infrastructure to support expansion and development of Old Wood, a manufacturer of wood flooring which is sold nationally and globally. This will improve workforce opportunities and retain a much-needed manufacturing company. As funding permits, road and drainage improvements should extend to other areas of the Industrial Park.
 - a. The contractor shall report quarterly on the status of the project.

Recruitment and Business Development

1. The Contractor through its staff or designated principle shall work with City IT personnel to create a web presence for economic development on the City website. This site will provide links and critical demographic data about resources and amenities, as well as be a recruitment and contact page for key economic development resources. This addresses recruitment and business development.
 - a. The Contractor shall report quarterly on the status of the project, or until completion of the project
2. The Contractor shall respond to PROs (Professional Recruitment Opportunities) which are submitted by the State in a timely and informed manner targeting responses that will bring jobs and be in keeping with area resources. The purpose of this project is to address the goal of new business recruitment and business development.
 - a. The Contractor shall report quarterly on the status of the project
3. The Contractor, using Certified Community Initiative (CCI) grant funding, will actively pursue compatible companies to locate in Las Vegas, concentrating efforts on environment-friendly companies. This will be accomplished through a marketing strategy developed in cooperation with community partners and using the resources of the Business and Media Arts Department at New Mexico Highlands University.

Further, the Contractor shall use information garnered from the City's Buxton project to work toward the goals of a) stabilizing and promote existing businesses, b) Encouraging the development of new home-grown businesses, c) Attracting new targeted businesses to Las Vegas.

- a. The Contractor shall report quarterly on the status of the project.

Entrepreneur Development

1. The Contractor shall develop an Entrepreneur Institute in collaboration with New Mexico Highlands University and Luna Community College, and economic development partners in the area, to create a program for identifying entrepreneurs at local institutions who are interested in going into business filling recognized gaps in products, programs and services in the community. The Contractor will collaborate with all available resources in the state office of economic development to make best use of existing programs and to help offset costs. Further, the Contractor shall use information garnered from the City's Buxton project, particularly in the area of identifying gaps and recommending viable opportunities to potential or existing entrepreneurs.
 - b. The Contractor shall report quarterly on the status of the project.

Execution of Scope of Work

The Contractor shall implement the Scope of Work as and implement the above stated economic development goals and those of the City's Comprehensive Master Plan through a collaborative effort between public and private sectors.

Execution of Responsibilities under Code of Las Vegas Chapter 33, formally Ordinance No. 01-19

In assisting the governing body of the City in carrying out the economic development plan for the City, the Contractor will review and make recommendations to the governing body on the applications for assistance for economic development projects and will review business plans, make introduction and provide recommendations to the governing body of new business proposals within the community and will comply with all provisions and requirements as set forth in Chapter 33 of the Code of Las Vegas.

A.2 DELIVERABLES

The Contractor will submit a status/activity report and invoices on a quarterly basis for review and approval by the Community Development Department with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include but not be limited to all activities conducted by the Contractor as outlined in the scope of work. The report shall include the status of the activities in the preceding quarter and will include the Contractor's best estimates as to jobs developed, jobs saved and jobs recruited.

A.3 PAYMENT

Payment to the Contractor shall be quarterly in the amount of eight thousand seven hundred fifty dollars (\$8,750) each quarter. The first payment is due with the signing of the contract and shall be deemed to cover the period from October 1, 2014 to December 31, 2014. Subsequent payments shall be made in on a quarterly basis. The Contractor may submit an invoice for \$8,750 with its quarterly report. The first such report shall be submitted on October 1, 2014, and subsequent reports shall be submitted in the month following the end of the calendar quarter, throughout the term of this contract. With proper notice, the Contractor may be requested to present at a meeting of the Governing Body on the status or progress on the particulars of this agreement. Payment will be made to the Contractor within 10 days of the approval of invoices.

2. INSURANCE

Contractor will furnish City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured. Maintain directors' and officers' liability insurance at \$1,000,000 limit per occurrence; \$2,000,000 aggregate.

(2) HOLD HARMLESS

The Provider shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, errors or omissions to act occurring during the term of this Contract. The Contractor and the City shall in like manner hold harmless the Provider and its employees for acts or omissions of the Contractor and City or its employee, officers or agents.

3. DISCLOSURE TO THE CITY

At such times and in such form as the City Council may require. Contractor shall furnish to the City in addition to the requirements of Section 1, such statements, records, reports, data and information as the City may reasonably request pertaining to matters covered by this Contract.

4. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function or responsibility in connection with the planning and carrying out of any of the provisions of this Contract shall have any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance. Compensation for services rendered shall not be considered personal financial interest for purposes of this Contract.

5. PREJUDICE

No person, on account of race, color, religion or national origin shall be excluded from participating in, or denied benefits of any activity made possible by or resulting from this Contract.

6. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly by the Contractor shall be used for any political activity or to further the election of or defeat of any candidate for state, federal or local office. The Contractor shall have the ability to carry out any political activities authorized by Section 501(c)(6) of the IRS Code so long as it does not use any of the payments under this contract for such purpose. Without regard to its authority under Section 501(c)(6) the Contractor agrees that it will not endorse or support any candidate standing for election to an office at the City. The Contractor agrees that if officer(s) or employee(s) of the

Contractor elect to become a candidate for any office of the City, they must take a leave of absence from their positions with the Contractor while they are candidates for such office. The Contractor agrees that it will not lobby for, endorse or support projects that are contrary to the best interest or mission of the City of Las Vegas.

7. ASSIGNMENT

The Contractor shall not assign any interest in this Contract excluding payments for services by the Contractor as provided for above and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto. This provision shall not restrict the Contractor from entering into legal agreements with and providing funding for other local organizations to carry out the Scope of Work of this agreement when the Contractor determines this to be the most effective method of carrying out the Scope of Work under this agreement.

8. SUBJECT TO LAWS

The Contractor shall comply at its own cost with all applicable laws, ordinances, and codes of the federal, state and local government.

9. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Agreement to any party other than the Contractor for payment of any monies or for provision of any goods or services.

10. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in the City of Las Vegas, San Miguel County, New Mexico, and further that any legal action or cause in connection herewith will be prosecuted in a court of competent jurisdiction if located in San Miguel County.

11. TERMINATION

The City may terminate this Agreement at any time upon sixty (60) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall at the option of the City become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, terminate this Contract stated upon a sixty (60) day written notice given to the City.

12. ENTIRE AGREEMENT

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

13. AMENDMENT

This Agreement will not be altered, changed or amended except by a written document signed by the parties to this contract. As a strategic plan is adopted, the contract will change as necessary.

14. AUTHORITY TO BIND THE CITY

The Contractor shall not have the authority to enter into any Contract binding upon the City or to create any obligation on the part of the City except such as shall be specifically authorized by the City's Governing Body or by the City Manager acting upon authority granted by the City's Governing Body.

15. INDEMNIFICATION

The Contractor agrees to indemnify and defend the City from all claims, demands actions, damages, costs, interest, attorney's fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract, excepting any claims, demands, actions, damages, costs, interest, attorneys fees and other liabilities and expenses arising out of the negligence or willful neglect of the City or any parties acting on behalf of the City.

16. NOTICES

Any notices required to be given under this Contract shall be deemed to be given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

17. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended. It is a third degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee, Section 30-24-1, NMSA 1978, as amended. It is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee Section 30-24-2, NMSA 1978, as amended. It is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Section 30-41-1, NMSA 1978, as amended. It is a fourth degree felony to

commit the offense of offering or paying illegal kickbacks. Section 30-41-2, NMSA 1978, as amended.

18. TERM

The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the contract unless notice of termination has been given to Contractor 60 days prior to the anniversary date of the contract. Should the Contractor wish to renew this contract, the Contractor must provide written notice to the City sixty (60) days prior to the anniversary date. It is anticipated that a new contract may be developed prior to the end of the current fiscal year (June 30, 2015) in order bring this agreement into line with the City's fiscal year.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2014.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero Jr., City Attorney

Signed:

Elmer J. Martinez, Acting City Manager

Sharon Vandermeer, President

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/5/2014

DEPT: Executive

MEETING DATE: 9/10/2014

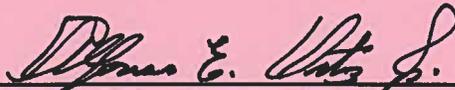
DISCUSSION ITEM/TOPIC: Resolution No. 14-63 Designating the Use of Commerce Street Soccer Field to the Las Vegas Youth Soccer League.

BACKGROUND/RATIONALE: Designating the use of Commerce Soccer Field for the purpose of establishing a central location for youth soccer and working with the Las Vegas Youth Soccer League to work together in making improvements to the field and surrounding area to enhance recreational experiences.

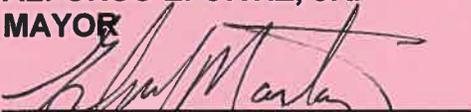
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

**CITY OF LAS VEGAS
RESOLUTION NO. 14-63**

**A RESOLUTION DESIGNATING THE USE OF COMMERCE STREET SOCCER
FIELD TO THE LAS VEGAS YOUTH SOCCER LEAGUE, A NON-PROFIT
ORGANIZATION, FOR THE PURPOSE OF ESTABLISHING A CENTRAL
LOCATION FOR YOUTH SOCCER**

WHEREAS, the City of Las Vegas encourages the development of athletic leagues to foster community partnership, prosperity, and to provide recreational and other opportunities for the youth, adults and Citizens of Las Vegas, New Mexico; and

WHEREAS, the Las Vegas Youth Soccer League was established 30 years ago as an all-volunteer sports organization intended to provide a non-competitive soccer league for youth in Las Vegas; and

WHEREAS, increasing use in the area, and making improvements will continue to address blight conditions in the neighborhood which is consistent with the Las Vegas Comprehensive Master Plan; and

WHEREAS, the Las Vegas Youth Soccer League has been utilizing various fields throughout the community and by establishing a central location for youth soccer can greatly expand opportunities and positive experiences for the local youth; and

WHEREAS, the City of Las Vegas wishes to continue to make improvements to the Commerce Street Field in order to enhance recreational experiences in the area; and

WHEREAS, the Las Vegas Youth Soccer League intends to utilize this designation to secure grant funding to assist the City in making improvements to said field and surrounding area; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Las Vegas does hereby designate the use of Commerce Street Soccer Field to the Las Vegas Youth Soccer League for the purpose of establishing a central location for youth soccer.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2014

Alfonso E. Ortiz Jr., Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Dave Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/04/14

DEPT: Utilities Dept.

MEETING DATE: 09/10/14

DISCUSSION ITEM/TOPIC: Ratification of agreement for purchase of water rights from Victory Enterprises as represented by Maria Padilla.

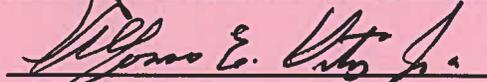
BACKGROUND/RATIONALE: The City is continuously seeking out additional water sources to improve the water situation. On August 1, 2012, the City entered into agreement with Victory Enterprises (#2498-12) for the purchase of water rights at a cost of \$5,000 per water right. The transfer amount is 11.01 acre feet of consumptive use with 1848 priority. The total amount payable to Victory Enterprises is \$55,050.00. The original petition to the Office of the State Engineer was protested which accounts for the time lapse between the signing of the agreement and the final closing. However, the transfer of water rights has since been approved by the Office of the State Engineer.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR

ELMER MARTINEZ
ACTING CITY MANAGER

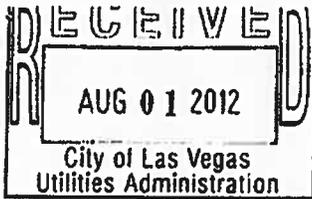
ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)



Agreement / Contract
No. 2498-12
City of Las Vegas
Date

WATER RIGHTS PURCHASE AGREEMENT

This Water Rights Purchase Agreement ("Agreement") is made this 1 day of Aug, 2012 between the City of Las Vegas, New Mexico, a municipal corporation ("Buyer") and Victory Enterprises, Inc. ("Seller"), who agree as follows:

1. **Recitals.** This Agreement is executed in contemplation of the following facts and circumstances:

1.1. Seller owns surface water rights reflected in the records of the New Mexico Office of the State Engineer Office ("OSE") as described in Exhibit A to this Agreement ("Water Rights").

1.2. Seller desires to sell the Water Rights to Buyer and Buyer desires to purchase the Water Rights for municipal and related uses under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, it is agreed as follows:

2. **Agreement to Sell and Purchase.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and acquire from Seller all of Seller's right, title and interest in and to the Water Rights, subject to the terms and conditions of this Agreement.

3. **Consideration and Payment Terms.** At Closing, Buyer shall pay Seller **Five Thousand Dollars (\$5,000.00)** in cash times the number of acre feet of consumptive use approved for transfer by the OSE for municipal purposes at the Buyer's place of use and point of diversion. For the purposes of this Agreement "cash" shall mean cashier's check or certified check, payable to Seller, or a wire transfer to Seller's bank account.

4. **Representation and Warranties of Seller.** Seller represents as of the date hereof and at the time of Closing that:

4.1. **Authority.** Seller has the full right, power, legal capacity and authority to enter into and perform its obligations under this Agreement; no other approval or consent is necessary in connection with the above-described rights, powers and capacities.

4.2. **Effect of Agreement.** The terms and conditions of this Agreement are valid, binding, and enforceable against Seller, subject only to applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors.

- 4.3. **Free and Clear Title.** As of Closing Seller will have good and merchantable fee simple title to the Water Rights, and the Water Rights will not be subject to any liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes, assessments and charges, prior conveyances, or claims of any nature.
- 4.4. **Known Claims of Forfeiture or Abandonment.** The Water Rights have not been forfeited or abandoned.
- 4.5. **Known Claims of Defects in Water Rights.** Neither the OSE nor any other person or entity has asserted the existence of any defect in nor limitation on the existence, validity, use, merchantability or transferability to different ownership, place or purpose of use or point of diversion of the Water Rights and Seller has no information that any such defects or limitations exist.
- 4.6. **Compliance with Conditions Precedent.** Seller will comply with all conditions precedent (as provided below) prior to or at the time of Closing.
- 4.7. **No Further Sales or Assignments.** Upon and after execution of this Agreement, Seller shall not sell, offer to sell, pledge, encumber, alter, assign, convey, or otherwise adversely affect in any way the Water Right.
- 4.8. **Seller's Cooperation.** Seller shall cooperate with Buyer before, during and after Closing to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the taking of any action (or forbearing from acting) necessary or desirable to achieve the intended results herein.
5. **Representations and Warranties of Buyer.** Buyer represents and warrants as of the date hereof and at the time of closing that:
- 5.1. **Authority.** Buyer has the full right, power, legal capacity, and authority to enter into, and perform its obligations under this Agreement; no other approval or consent is necessary in connection with the above-described rights, powers and capacities. The execution and delivery of this Agreement by Buyer has been duly authorized by all necessary municipal action.
- 5.2. **Effect of Agreement.** The terms and conditions of this Agreement are valid, binding, and enforceable against Buyer in accordance with their terms, subject only to applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors.

- 5.3. Buyer's Cooperation. Buyer shall cooperate with Seller before, during and after Closing to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the taking of any action (or forbearing from acting) necessary or desirable to achieve the intended results herein.
6. Conditions Precedent to Buyer's performance. The obligations of Buyer to close the sale transaction under this Agreement are subject to the satisfaction, at or before Closing, of all of the following conditions.
- 6.1. Record Review. Within 15 days from the date of this Agreement, Seller shall provide to Buyer copies of all records in Seller's possession relating to the Water Rights including offers of judgment and subfile orders concerning the Water Rights. In addition, Seller shall provide such further proof of the validity, quantity and priority of the Water Right that Seller may reasonably request.
- 6.2. Survey and Proof of Title. Within 15 days from the date of this Agreement, Seller shall provide to Buyer a reasonably current survey by a New Mexico licensed surveyor of the land to which the Water Rights are appurtenant and shall order, using the description in that survey, an up-to-date abstract of title or title report covering such land, prepared by a qualified title abstractor. If Seller provides a title report, Buyer shall have the right to require Seller to provide an abstract of title, if Buyer determines that the provision of an abstract of title is necessary to evaluate the merchantability of the title to the Water Right.
- 6.3. Buyer's Investigation and Objections. Upon receipt of all the documents described in subparagraphs 6.1 and 6.2 above, Buyer may conduct an investigation of the validity, quantity, priority, transferability and merchantability of the Water Rights, at its own expense, and shall notify Seller in writing of any objections to the Water Right within thirty (30) days from the date of receipt of the documents. Seller may, but is not required to, cure such objections within thirty (30) days from the date it is notified in writing of Buyer's objections. If Seller does not cure the objections to Buyer's reasonable satisfaction, Buyer shall have the right to terminate this Agreement by notifying Seller in writing within five (5) days of the expiration of such 30-day cure period. Upon such termination the parties shall have no further rights or obligations under this Agreement.
- 6.4. Buyer's Compliance with Acequia Notification Rule. Subject to Buyer's right of termination provided in paragraph 6.3 above, Buyer shall submit written request to the commissioners of the Nuestra Señora de los Dolores Acequia ("Acequia") for documentary evidence of Buyer's compliance with any applicable requirement for the proposed change in the Water Right from the Seller's point of diversion and

place and purpose of use to Buyer's point of diversion and place and purpose of use, pursuant to NMSA § 72-5-24.1 and Rule 19.26.2.11(F) NMAC, within 30 days from the later of (1) the date of receipt of all the documents described in subparagraphs 6.1 and 6.2 above, (2) Seller's cure of objections as provided in paragraph 6.3 or (3) expiration of the period provided for Buyer to terminate this Agreement if Seller fails to cure objections as provided in paragraph 6.3.

6.4.1. Action of the Acequia. If the Acequia opposes or denies the proposed changes in the Water Right, or seeks to impose conditions on its approval which are not acceptable to Buyer in its sole discretion, then Buyer shall have the right to (i) terminate this Agreement, or (ii) appeal to the State Engineer, district court or appellate courts. Upon termination, the parties shall be under no further obligations by reason of this Agreement.

6.5. Water Rights Transfer Application. Within 30 days from receipt by the Buyer of the documentary evidence or affidavit from the commissioners of the Acequia provided for in NMSA § 72-5-24.1, Buyer shall file the documentary evidence or affidavit with the Office of the State Engineer, along with an Application for permit to change point of diversion and place and purpose of use of the Water Right ("Application"). If the Acequia fails to make a decision within one hundred twenty days in response to Buyer's request for approval of the proposed change in the Water Right, Buyer shall submit the Application within 30 days after expiration of the 120 period. Buyer shall thereafter diligently prosecute the Application. Buyer and Seller acknowledge and agree that the amount of the Water Right to be sold under this Agreement will be determined in the administrative process of transferring the Water Right from the Seller's point of diversion and place and purpose of use to Buyer's point of diversion and place and purpose of use, and subsequent court proceedings if any.

6.6. Action of the State Engineer or District Court.

6.6.1. If, at any stage of the proceedings on the transfer Application before the State Engineer or the district court, a permit is issued which is not acceptable to Buyer, then Buyer shall have the right to (i) withdraw the Application, or (ii) request a hearing, if none has been held, or (iii) appeal to the district court or to the appellate courts. Upon withdrawal of the Application the parties shall be under no obligations by reason of this Agreement which shall thereupon terminate;

6.6.2. If the transfer Application is protested, the Buyer shall have the right at any stage of proceedings before the State Engineer or the district court or the appellate courts to withdraw the Application if the Buyer determines that it is

not economically beneficial for Buyer to continue prosecuting the Application. Upon withdrawal of the Application the parties shall be under no obligations by reason of this Agreement which shall thereupon terminate;

6.6.3. If, at any stage of the proceedings on the transfer Application before the State Engineer or the courts, a permit is issued which is acceptable to Buyer and the permit becomes final, then there will be closing scheduled within 30 days from the date the permit becomes final.

6.7. Transfer Application Obligation and Costs. The Buyer shall be responsible for all costs in preparing, filing and prosecuting the Water Right transfer Application. Seller agrees to cooperate and provide necessary information and assistance (including provision of testimony in proceedings before the State Engineer or the district court) upon request by the Buyer.

6.8. Seller's Costs. Seller shall be responsible for the payment of Seller's expenses for brokers' fees, commissions, title reports, abstracts of title and Seller's attorneys, hydrologists, geologists, surveyors, engineers and other consultants utilized by Seller in selling the Water Right to the Buyer and in satisfying Seller's obligations under this Agreement.

7. Closing.

7.1. Time and Place. The closing of the transaction agreed to herein ("Closing") shall take place at such place and time as the parties shall agree in writing consistent with the requirements for closing in subparagraph 6.5.3 of this Agreement.

7.2. Seller's Obligation at Closing. At Closing, Seller shall deliver the following documents:

7.2.1. Deed to Water Right. A Warranty Deed, in a form approved by Buyer, conveying to Buyer good and merchantable title to the Water Right. The deed may contain a limitation on Seller's liability thereunder to the amount of the purchase price.

7.2.2. Additional Documents. The originals of all documents provided by Seller to Buyer pursuant to subparagraphs 6.1 and 6.2, above.

7.3. Buyer's obligation at Closing. At Closing, Buyer shall pay Seller the purchase price in cash. The Buyer shall prepare a Change of Ownership of the Water Right to Buyer

on a form approved by the OSE and shall file the Change of Ownership of the Water Right with the OSE and record it in the appropriate records of San Miguel County.

8. Obligations after Closing. After Closing, the parties shall cooperate in filing and recording all documents necessary to carry out this Agreement, signing any additional documents required for such purpose, or complying with conditions of approval set forth in the final Water Right transfer permit.

9. Termination.

9.1. Termination by Buyer. As provided in subparagraphs 6.3, 6.4.1, 6.6.1 and 6.6.2 of this Agreement, Buyer has the right to terminate this Agreement upon the occurrence of specified events. In addition, if the Water Right transfer Application is denied in full by the State Engineer or district court, then the Buyer may terminate this Agreement.

9.2. Termination by Seller. Seller may terminate this Agreement if Buyer does not timely file and thereafter prosecute the Application for transfer of Water Right as provided in subparagraph 6.5 of this Agreement.

9.3. Effect of Termination. Upon termination, the parties will withdraw any Application under this Agreement then pending before the State Engineer or courts, and the parties shall be under no further obligations by reason of this Agreement.

10. Miscellaneous.

10.1. Effects of Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

10.2. Survival of Representations and Warranties. Unless expressly limited, the parties' representations and warranties hereunder shall survive the Closing.

10.3. Entire Agreement, Modification and Waiver. This Agreement constitutes the final and complete agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provision, whether or not similar.

- 10.4. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.5. **Assignment.** This Agreement shall be binding on, and shall inure to the parties and their heirs, representatives, successors, and assigns, but may not be assigned by Buyer without the consent of Seller in writing, which consent Seller shall not unreasonably withhold.
- 10.6. **Recovery of Litigation Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in good faith in that action or proceeding, in addition to any other relief to which it may be entitled. The term "prevailing party" shall include any party who engages counsel and subsequently obtains substantially the results sought as a plaintiff, defendant, petitioner or respondent, whether by compromise, settlement or judgment.
- 10.7. **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or by confirmed facsimile, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified postage prepaid, and properly addressed as follows:

To Seller: Victory Enterprises, Inc.
 Attn. Maria Padilla
 POB 670
 Las Vegas, NM 87701
 Telephone No.: 505-454-1853

To Buyer: City of Las Vegas
 Attn. Kenneth Garcia, Utilities Director
 905 12th Street
 Las Vegas, New Mexico 87551
 Telephone No.: 505-454-0265
 Facsimile No.: 505-454-1632

Any party may change its address or name of contact for the purpose of this paragraph by giving the other party written notice of the change in the manner set forth above.

10.8. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Mexico.

10.9. Severability. If any provision of this Agreement is held invalid as against public policy by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

10.10. Time of Essence. Time is of the essence in this Agreement.

10.11. No Recordation. Neither party shall record this Agreement without the written consent of the other party; either party may record a memorandum of this Agreement which does not reflect the price to be paid by Buyer.

(Signature page to follow)

EXHIBIT A

Priority date: 1848
OSE File No. SD-06391
Source: Gallinas River – Nuestro Señora del los Dolores
Status: Consent Order pending
Subfile: GR-24.04
Acreage 12.5 acres
Diversion amount: 2 acre-feet/acre or 25.0 acre feet (2 x 12.5)

APPROVAL BY SELLER

Maria L Padilla
Signature of officer

State of (New Mexico)
County of (San Miguel) ss.

This instrument was acknowledged before me this 1 day of Aug, 2012,

By Maria L Padilla, Executive Director
(Name of Officer) (Title of Officer)

of Victory Enterprises Inc, a New Mexico corporation,
(Name of Corporation Acknowledging) (State of Corporation)

on behalf of said corporation.

Witness my hand and official seal.

Emil
Notary Public

My commission expires: 12/19/12 #

APPROVAL BY BUYER

By: Timothy P. Dodge
Timothy P. Dodge, City Manager

By: Alfonso E. Ortiz, Jr.
Alfonso E. Ortiz, Jr., Mayor

Cassandra Fresquez
Attest by: Cassandra Fresquez, City Clerk

* Recommend Signature
FG on 8/2/12



STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
DISTRICT VI - SANTA FE

Scott A. Verhines, P.E.
State Engineer

Water Rights Division
P.O. Box 25102
Santa Fe, NM 87504-5102
Phone: (505) 827-6120
Fax: (505) 827-6682

August 21, 2014

City of Las Vegas
c/o Kenneth L. Garcia
905 12th St.
Las Vegas, NM 87701

Re: File No: SD-06391-4 (Sub-files GR-24.04) into SP-02662 Victory Enterprises Inc. and the City of Las Vegas

Greetings:

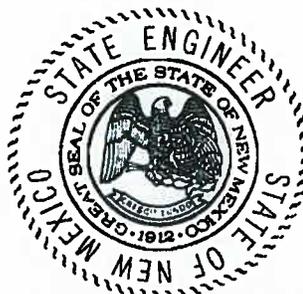
Enclosed is your copy of the above referenced Permit to Change the Point of Diversion and Place and Purpose of Use of Surface Waters of the Gallinas River, which has been **approved** for the maximum total diversion of 11.01 acre-feet per annum, consumptive use.

If you are aggrieved by this decision you should advise this office in writing before the expiration of thirty (30) days after receipt of this letter and request that the previous action of the State Engineer be set aside and that a date for hearing be set by the State Engineer. Requests for hearing may be filed by facsimile, provided the original request is mailed and postmarked within 24 hours of the facsimile. The applicant must indicate the date and time of transmission of the facsimile and also provide a cover letter confirming that the original will be mailed within 24 hours.

Please address any questions via telephone to Ramona Martinez at 505.827.6120 or via e-mail at Ramona.Martinez2@state.nm.us.

Sincerely,


Ramona Martinez
Upper Pecos Basin Supervisor



Cc: File

CONDITIONS OF APPROVAL

Approval of Application SD-06391-4 (Sub-file GR-24.04) into SP-02662 to Change Point of Diversion and Place and Purpose of Use of Surface Water is recommended in accordance with the Rules and Regulations of the State Engineer and with the following conditions of approval:

1. **Permit No:** SD-06391-4 (Sub-file GR-24.04) into SP-02662.

Priority: December 31, 1848

Point of Diversion:

Move-From

Nuestra Senora de los Dolores de Las Vegas Ditch POD located where:

Easting = 477,756 meters

Northing = 3,941,576 meters

UTM Zone 13, Datum NAD 1983, within the Las Vegas Grant

Move-To

City of Las Vegas POD located where

Easting = 471,343 meters

Northing = 3,944,872 meters

UTM Zone 13, Datum NAD 1983, within the Las Vegas Grant.

Amount of Water:

Not to exceed 11.01 acre-feet per annum, consumptive use.

Place of Use:

Move From:

12.5 acres of land irrigated by the Nuestra Senora de los Dolores de Las Vegas Ditch and also described as tract GR-24.04 on Map Sheet 17 of the 1990 Pecos River Stream System Hydrographic Survey, Gallinas Section.

Move To

The City of Las Vegas Municipal Water System Service Area, within the Las Vegas Grant, San Miguel County.

Purpose of Use:

From: Irrigation Use

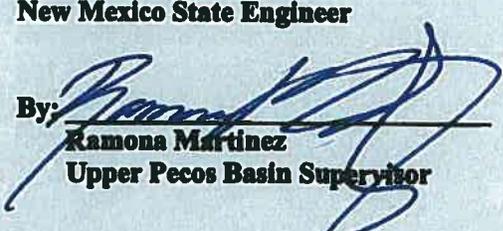
To: Municipal Use

2. The water diverted under this permit at the Las Vegas diversion point above Montezuma, New Mexico and stored in Bradner and Petersen Reservoirs and other locations as approved by the Office of the State Engineer shall not exceed 11.01 acre-feet per annum and may be increased only through an approved Return Flow Credit Plan.

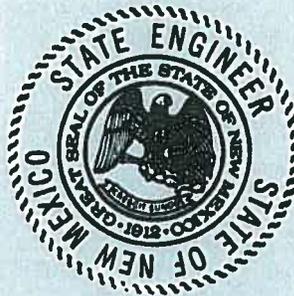
3. The records of the total amount of water diverted from the Gallinas River shall be submitted to the Office of the State Engineer Water Rights Division, P.O. Box 25102, Santa Fe, New Mexico 87504-5102, on or before the 10th day of each month for the preceding calendar month.
4. Permit No. SD-06391-4 (Sub-file GR-24.04) into SP-02662 shall not be exercised to the detriment of others having valid existing water rights or in a manner that is contrary to the conservation of water within the state or detrimental to the public welfare of the state.
5. Water right appurtenant to the 12.5 acres of land at the move-from location is severed thereafter and shall not be irrigated with water from any source.
6. Plat of the 12.5 acres of move-from land shall be submitted to this office within 90 days of the approval of this application.
7. Proof of beneficial use shall be due on August 21, 2017.
8. The Permittee shall utilize the highest and best technology available to ensure conservation of water to the maximum extent practical.
9. In the event of a Priority Administration on the Gallinas River, the OSE and the Gallinas River Water master will give preferential consideration to the permittee's exercise of this water right in light of the fact that the water right has already been reduced in the approval of this application to reflect the historical supply of the water right premised upon its relative priority. Priority Administration of diversions under this permit shall not preclude Permittee from diverting the full amount of the permit during portions of the calendar year in which Priority Administration is not in place.

Witness my hand and seal this 21 day of August 2014.

**Scott A. Verhines, P. E.
New Mexico State Engineer**

By: 

**Ramona Martinez
Upper Pecos Basin Supervisor**



Receipt #
6-00003 \$200.00 *SPM*

File No. SD-06391 into SP-2662



NEW MEXICO OFFICE OF THE STATE ENGINEER



**APPLICATION FOR PERMIT TO CHANGE AN EXISTING WATER RIGHT
(Non 72-12-1)**

(check applicable boxes):

For fees, see State Engineer website: <http://www.ose.state.nm.us/>

<input checked="" type="checkbox"/> Change Purpose of Use	<input type="checkbox"/> Change Point of Diversion (POD): From: <input type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Surface Water To: <input type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Surface Water	<input type="checkbox"/> Additional Groundwater Point of Diversion (POD) <input type="checkbox"/> Additional Surface Water Point of Diversion (POD)
<input checked="" type="checkbox"/> Change Place of Use		
<input type="checkbox"/> Temporary Request - Requested Start Date:		Requested End Date:

1. APPLICANT(S) (Required) Note: water-right owner must be listed as an applicant.

Name: City of Las Vegas	Name: Victory Enterprises, Inc.
Contact or Agent: Kenneth L. Garcia <input type="checkbox"/> check here if Agent	Contact or Agent: Marla Luisa Padilla <input type="checkbox"/> check here if Agent
Mailing Address: 905 12th Street	Mailing Address: PO Box 670
City: Las Vegas	City: Las Vegas
State: NM Zip Code: 87701	State: NM Zip Code: 87701
Phone: <input type="checkbox"/> Home <input type="checkbox"/> Cell Phone (Work): 505-426-3310	Phone: <input type="checkbox"/> Home <input type="checkbox"/> Cell Phone (Work): 505-454-1853
E-mail (optional):	E-mail (optional):

2. CURRENT OSE FILE INFORMATION (Required)

OSE File No(s): SD-06391, SUBFILE NO. GR 24.04	Priority Date (if known): 1848
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3. CURRENT PURPOSE OF USE AND AMOUNT OF WATER (Required)

<input type="checkbox"/> Domestic <input type="checkbox"/> Livestock <input checked="" type="checkbox"/> Irrigation <input type="checkbox"/> Municipal <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Other Use (specify): _____ Describe a specific use if applicable (i.e. sand & gravel washing, dairy etc): _____	Amount of Water (acre-feet per annum): If more details are needed, type "See Comments" in "Other" field below, and explain in Additional Statements Section. Diversion: <u>25.0</u> Consumptive Use: <u>12.5</u> Other (include units): _____ <i>See Conditions of approval-RM</i>
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FOR OSE INTERNAL USE Application for Permit, Form wr-06, Rev 12/14/11

File Number: <u>SD-06391-4</u>	Trn Number:
Trans Description (optional): <u>into SP-2662</u>	
Sub-Basin: <u>GR</u>	
PCW/LOG Due Date:	PBU Due Date: <u>August 31, 2008</u>

2012 OCT 24 AM 10:58
OFFICE OF STATE ENGINEER
SANTA FE, NEW MEXICO

4. COUNTY WHERE WATER RIGHT IS CURRENTLY USED (Required)

San Miguel

5. ADDITIONAL STATEMENTS CONCERNING THE CURRENT WATER RIGHT

Water right has been adjudicated in a Consent Order filed in the Fifth Judicial District Court on May 19, 2005. "Lewis" adjudication Nos. 20294 and 22600 Consolidated, Court File No.: CV-WB-01-950.

6. CURRENT or MOVE-FROM POINT(S) OF DIVERSION (POD) (Required)

Surface POD OR Ground Water POD (Well)

Name of ditch, acequia, or spring: **Nuestro Senora de los Dolores de Las Vegas Ditch**

Stream or water course: **Gallinas River**

Tributary of: **Pecos River**

If application proposes a new point of diversion involving a diversion dam, storage dam, main canal, and/or pipeline, complete Attachment 2. Check here if Attachment 2 is included in this application packet.

POD Location Required: Coordinate location must be reported in NM State Plane (NAD 83), UTM (NAD 83), or Latitude/Longitude (Lat/Long - WGS84)

NM State Plane (NAD83) (Feet)

NM West Zone

NM East Zone

NM Central Zone

UTM (NAD83) (Meters)

Zone 12N

Zone 13N

Lat/Long (WGS84) (to the nearest 1/10th of second)

POD Number (If known):	X or Easting or Longitude:	Y or Northing or Latitude:	Optional: Complete boxes labeled "Other" below with PLSS (Public Land Survey System, i.e. Quarters, Section, Township, Range); Hydrographic Survey Map & Tract; Lot, Block & Subdivision; OR Land Grant Name If known.
GR -24	477756	3941576	Las Vegas

NOTE: If more PODS need to be described, complete form WR-08 (Attachment 1 – POD Descriptions)

Additional point of diversion descriptions are attached: Yes No If yes, how many

Point of Diversion is on Land Owned by: **Unknown, Search Of County Assessor Records Did Not Provide Ownership.**

Other description relating point of diversion to common landmarks, streets, or other: **The location of the point of diversion (GR-24) is shown on H.S. Map Sheet 17. The diversion is located between Cinder Rd. and Hot Springs Blvd., opposite of the main entrance road to Luna College.**

FOR OSE INTERNAL USE

Application for Permit, Form wr-06

File Number:

Trn Number:

7. CURRENT or MOVE-FROM PLACE(S) OF USE (Required)

The land is legally described by (check all that apply):

- Public Land Survey System (PLSS) (quarters, section, township, range)
 Irrigation or Conservation District Map

- Hydrographic Survey Report or Map
 Subdivision
 Grant

Complete the blocks below for all tracts of land (more than one description can be provided for a tract if available):

PLSS Quarters or Halves, <u>and/or</u> Name of Hydrographic Survey, <u>and/or</u> Name of Irrigation or Conservation District, <u>and/or</u> Name and County of Subdivision <u>and/or</u> Grant	PLSS Section <u>and/or</u> Map No. <u>and/or</u> Lot No.	PLSS Township <u>and/or</u> Tract No. (Please list each tract individually) <u>and/or</u> Block No.	PLSS Range	Acres	Priority
Upper Pecos River Stream System, Gallinas River Section (5/8/2008)	GR-24.04			12.5	1848

Total Acres: 12.5

Other description relating place of use to common landmarks, streets, or other: **Land is located east of Hot Springs Blvd. behind the Victory Enterprises facility, approximately 1,300 feet north of Mills avenue. See attached map.**

Place of use is on land owned by (required): **Victory Enterprises, Inc.**

Are there other sources of water for these lands? No Yes describe by OSE file number:

Note: If on Federal or State Land, please provide copy of lease.

FOR OSE INTERNAL USE

Application for Permit, Form wr-06

File Number:	Trn Number:
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8. MOVE-TO PURPOSE OF USE AND AMOUNT OF WATER (Complete this section ONLY if the purpose of use is changing)

<input type="checkbox"/> Domestic <input type="checkbox"/> Livestock <input type="checkbox"/> Irrigation <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Other Use (specify): _____ Describe a specific use if applicable (i.e. sand & gravel washing, dairy etc): _____	Amount of Water (acre-feet per annum): If more details are needed, type "See Comments" in "Other" field below, and explain in Additional Statements Section. Diversion: <u>25.0 12.50</u> Consumptive Use: _____ Other (include units): _____
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9. MOVE-TO POINT(S) OF DIVERSION (POD) (Complete this section ONLY if adding or replacing a POD)

<input checked="" type="checkbox"/> Surface POD OR <input type="checkbox"/> Ground Water POD (Well)			
Name of ditch, acequia, or spring: City of Las Vegas Diversion, GR-14			
Stream or water course: Gallinas River		Tributary of: Pecos River	
If application proposes a new point of diversion involving a diversion dam, storage dam, main canal, and/or pipeline, complete Attachment 2. <input type="checkbox"/> Check here if Attachment 2 is included in this application packet.			
POD Location Required: Coordinate location must be reported in NM State Plane (NAD 83), UTM (NAD 83), or Latitude/Longitude (Lat/Long - WGS84)			
<input type="checkbox"/> NM State Plane (NAD83) (Feet) <input type="checkbox"/> NM West Zone <input type="checkbox"/> NM East Zone <input type="checkbox"/> NM Central Zone		<input checked="" type="checkbox"/> UTM (NAD83) (Meters) <input type="checkbox"/> Zone 12N <input checked="" type="checkbox"/> Zone 13N	
<input type="checkbox"/> Lat/Long (WGS84) (to the nearest 1/10 th of second)			
POD Number (if known):	X or Easting or Longitude:	Y or Northing or Latitude:	Optional: Complete below with PLSS (Public Land Survey System, i.e. Quarters, Section, Township, Range); Hydrographic Survey Map & Tract; Lot, Block & Subdivision; OR Land Grant Name if known.
GR -14, MAP SHEET 7	471343	3944872	Las Vegas
NOTE: If more PODS need to be described, complete form WR-08 (Attachment 1 – POD Descriptions) Additional POD descriptions are attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how many			
Other description relating point(s) of diversion to common landmarks, streets, or other: City diversion located approximately 2 miles above Montezuma also shown on Gallinas River Section H.S. Map Sheet 7.			
Point of Diversion is on Land Owned by: City Of Las Vegas			
Note: The following information is for wells only. If more than one (1) well needs to be described, provide attachment.			
Approximate depth of well (feet):		Outside diameter of well casing (inches):	
Driller Name:		Driller License Number:	

FOR OSE INTERNAL USE

Application for Permit, Form wr-06

File Number:	Trm Number:
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If replacing the current well, is the current well to be plugged? Yes No Not Applicable
If No, state for what use it is retained:

FOR OSE INTERNAL USE

Application for Permit, Form wr-06

File Number:

Trn Number:

10. MOVE-TO PLACE(S) OF USE (Complete this section ONLY if adding or changing a place of use)
 List each individually

The land is legally described by (check all that apply):

- Public Land Survey System (PLSS) (quarters, section, township, range)
 Hydrographic Survey Report or Map
 Irrigation or Conservation District Map
 Subdivision
 Grant

Complete the blocks below for all tracts of land (more than one description can be provided for a tract if available):

PLSS Quarters or Halves, <u>and/or</u> Name of Hydrographic Survey, <u>and/or</u> Name of Irrigation or Conservation District, <u>and/or</u> Name and County of Subdivision <u>and/or</u> Grant	PLSS Section <u>and/or</u> Map No. <u>and/or</u> Lot No.	PLSS Township <u>and/or</u> Tract No. (Please list each tract individually) <u>and/or</u> Block No.	PLSS Range	Acres	Priority
Within the City of Las Vegas municipal water service area				6,000+/-	
Total Acres:				6,000+/-	

Other description relating place of use to common landmarks, streets, or other: **Map of the water service area is on file with the OSE.**

Place of use is on land owned by (required): **Various**

Are there other sources of water for these lands? No Yes describe by OSE file number: **UP-124 ET AL. and SP-02662**

Note: If on Federal or State Land, please provide copy of lease.

FOR OSE INTERNAL USE

Application for Permit, Form wr-06

File Number:	Trn Number:
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11. ADDITIONAL STATEMENTS OR EXPLANATIONS

The proposed transfer of water rights is needed to improve the City's ability to divert sufficient water from the Gallinas River under variable flow conditions and to improve system reliability under drought conditions.

The City proposes to divert and consumptively use up to 25.0 acre-feet of water per annum plus any other amount approved by the OSE pursuant to an approved Return Flow Credit permit.

The City proposes to store the water diverted under this application in Peterson and Bradner Reservoirs and/or any other storage facility approved by the OSE. Data on City owned dams and reservoirs is on record with the OSE.

Affidavit from the acequia representative submitted with this application.

ACKNOWLEDGEMENT

I, We (name of applicant(s)), Kenneth L. Garcia and Maria Luisa Padilla
Print Name(s)

affirm that the foregoing statements are true to the best of (my, our) knowledge and belief.

[Signature]
Applicant Signature

[Signature]
Applicant Signature

ACTION OF THE STATE ENGINEER

This application is:

- approved partially approved denied

provided it is not exercised to the detriment of any others having existing rights, and is not contrary to the conservation of water in New Mexico nor detrimental to the public welfare and further subject to the attached conditions of approval.

Witness my hand and seal this 21 day of August 20 18, for the State Engineer,

Scott A. Verhines, P.E., State Engineer

By: [Signature] Signature Ramona Martinez Print

Title: Upper Pecos Basin Supervisor
Print

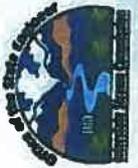
FOR OSE INTERNAL USE

Application for Permit, Form wr-06

File Number:	Trn Number:
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Victory Enterprises INC.
 Subfile GR-24.04
 5/8/2008



STATE OF NEW MEXICO
Office of the State Engineer
 John R. D'Antonio, Jr., P.E., State Engineer

Upper Pecos River Stream System
 Gallinas River Section Hydrographic Survey
 Within the Las Vegas Grant, San Miguel County,
 as shown on 1991 Hydrographic Survey Map Sheet No. 17

2005 Digital Ortho Quarter Quads
 Grid Interval = 1000
 Scale 1" = 300'
 1:3,600



Legend

	Point of Diversion		Irrigated Tract Boundaries
	Inoperable Ditch		Water Right
	Operable Ditch		Pond / Reservoir
	Operable Pipeline		No Right
			Out Area

AFFIDAVIT OF MARIA LUISA PADILLA

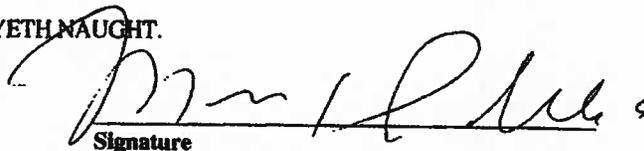
I, Maria Luisa Padilla being first duly sworn upon oath, state as follow:

1. I am 65 years old.
2. I reside at 207 Oso Road, Sapello, New Mexico.
3. I am the Registered Agent for Victory Enterprises, Inc. My rights as Registered Agent include authority to execute any and all legal documents pertaining to real property, including water rights, owned by Victory Enterprises, Inc.
4. Victory Enterprises, Inc. is the owner of water rights adjudicated in the Gallinas River Subsection of the Pecos River Stream System under Subfile GR-24.04. The point of diversion for these water rights is the Acequia de Nuestra Señora de los Dolores de Las Vegas (hereafter "Acequia").
5. On or about August 1, 2012 I entered into an agreement with the City of Las Vegas to sell the City all of the water rights under Subfile GR-24.04. The City will be filing an application with the Office of the State Engineer ("OSE") to transfer these water rights to its surface water diversion.
6. This affidavit is prepared pursuant to NMSA § 72-5-24.1 and the rules of the Office of the State Engineer (NMAC 19.26.2.11.F) requiring the City, prior to filing the water right transfer application, to obtain from the Commissioners of the Acequia an affidavit indicating whether or not the proposed transfer is in accordance with any applicable requirements the Acequia may have.
7. Mr. Mustafa Chudnoff, the City's water rights consultant, informed me that he had previously been informed by Mr. Luis Aguirre, the OSE's appointed Gallinas River Water Master,

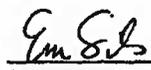
that I am the point of contact for the Acequia. Mr. Chudnoff has further informed me that the annual reports of the Gallinas River Water Master for the years 2008 through 2011 also identify me as the point of contact of the Acequia.

8. The Acequia does not currently have any elected commissioners, nor has there been an elected commission since at least 2008.

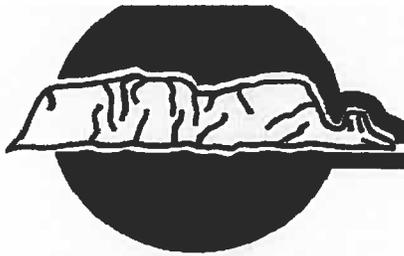
FURTHER, AFFIANT SAYETH NAUGHT.


Signature

On October 15, 2012, personally appeared Maria Luisa Padilla, personally known to me or identified through satisfactory evidence, being duly sworn, swore to me that the foregoing instrument is true and correct and that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.


Signature of Notary Public
Printed Name: EVA SILVA
My Commission Expires: 12-19-12





CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7335

ALFONSO E. ORTIZ, JR.
Mayor

MEMORANDUM

TO: Helen Vigil, Accounts Payable

FROM: *Kenneth L. Garcia*
Kenneth L. Garcia, Utilities Director

DATE: September 4, 2014

RE: Check Request-Victory Water Rights

The City of Las Vegas entered into a purchase agreement with Victory Enterprises on August 1, 2012. The agreement is for the purchase of 11.01 acre feet of water at \$5,000 per acre feet for a total of \$55,050.00.

Please issue a check in the amount of \$55,050.00 payable to Victory Enterprises. The funds should be debited from line item number 647-0000-650-8014. A line item transfer is pending.

Please feel free to contact me with any questions.

APPROVED/DISAPPROVED

Elmer Martinez, Acting City Manager

APPROVED/DISAPPROVED

Ann Marie Gallegos, Finance Director

BUDGET LINE ITEM TRANSFER FORM

Fund Number
Department

647
WATER ACQUISITION FUND

9/4/2014

FROM:

647-0000-610-7304

ATTORNEY FEES

Decrease
55,050.00

TO:

647-0000-650-8014

WATER RIGHTS

Increase
55,050.00

NEEDED FOR WATER RIGHTS PURCHASE



Director

9/4/14

Date

City Manager

Date

Finance Director

Date

Date Finance Received Initial

Date Recorded Initial

CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.: _____

BID REQUIREMENTS

CHECK APPROPRIATE BOX

DATE: 09-04-14

- \$0 TO \$500.00: Purchase under Resolution #07-41; Requires 2 quotes minimum 2.2A.
 - \$500.01 TO \$5,000.00: Requires three (3) telephoned or written bids; 2.2B.
 - \$5,000.01 TO \$20,000.00: Requires sending Bid Notices and receiving signed bids within the time specified; 2.2C.
 - \$20,000.01 AND OVER: Requires Competitive sealed Bids or Proposals pursuant to Resolution #07-41, 2.2D and the State Procurement Code.
- BID NO.: _____ -- _____ AWARDED: ____/____/____; CONTRACT NO.: _____
 (RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

- SPD CONTRACT; 2.2F: SPD NO.: _____ EXPIRES: ____/____/____.
- EXEMPT PURCHASE; 3.0. Provide Section No. _____.
- GSA CONTRACT; 14.0. GSA NO.: _____ EXPIRES: ____/____/____.
- PROFESSIONAL SERVICES; 2.3.
- SOLE SOURCE; 4.0: REQUIRES DETERMINATION.
- EMERGENCY; 5.0: AND SECTIONS 1.4.1.60 thru 1.4.1.64, NMSA, 2005.
- OTHER CITY CONTRACT; 17OC; NO.: 2498-12 EXPIRES: ____/____/____.
- CITY OF LAS VEGAS HOUSING AUTHORITY SECTION 33.0; PURCHASES OVER \$100,000.

STATEMENT OF NEED: (Must Complete)

To purchase Water Rights from Victory Enterprises

IN COMPLIANCE WITH THE PROCUREMENT CODE 07-41 THE FOLLOWING QUOTES WERE OBTAINED

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED

(If needed, attach additional quote documentation to this requisition)

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
1	11.01	acre feet	1848 priority water rights	\$ 5,000	\$ 55,050.00

VENDOR: Victory Enterprises TOTAL: \$ 55,050.00

ADDRESS: P.O. Box 670 Las Vegas, NM 87701

NM CRS NO.: _____ FEDERAL TAX NO.: _____

I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE.

BUDGET \$ _____
 EXPENDED TO DATE \$ _____
 CURRENT EXPENSE \$ _____
 BALANCE \$ _____

[Signature]
 SIGNATURE OF PERSON REQUESTING

647.0000.650.8014
 FUND DEPARTMENT ACTIVITY

APPROVED BY: _____ BUDGET AVAILABLE YES: _____ NO: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Victory Enterprises, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 2810 Hot Springs Blvd. City, state, and ZIP code Las Vegas, NM 87701	Requester's name and address (optional) City of Las Vegas
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
8	5	-	0	4	2	9	4	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 9-4-2014
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.