



CITY OF LAS VEGAS

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**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
April 27, 2016–Wednesday– 6:00 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. **APPROVAL OF MINUTES (March 9th Special, March 9th Work Session and March 16th, 2016)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. **CITY MANAGER'S REPORT**
- XI. **FINANCE REPORT**
- XII. **CONSENT AGENDA**
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval to renew the 2016 Audit Contract with RPC CPAs + Consultants, LLP.

Ann Marie Gallegos, Finance Director The City of Las Vegas requested audit proposals for the 2015, 2016 and 2017 audits. This is the second year of a three year proposal with RPC CPAs + Consultants, LLP.

2. Approval of Resolution #16-19 Budget Adjustment Resolution.

Ann Marie Gallegos, Finance Director The City of Las Vegas is requesting authorization to increase or decrease the FY2016 budgeted revenues, expenditures and transfers to or transfers from various funds.

3. Approval to amend Agreement #3084-15 with the Las Vegas/San Miguel Chamber of Commerce (LVSMCC) to include hospitality training services.

Lindsey Valdez, Community Development Director The LVSMCC wishes to remove the Retail Marketing Initiative deliverable from the current scope of work which reads, "Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens, and veterans." The New Mexico Highlands University Athletics Department has introduced a similar app, thus, the LVSMCC, to avoid duplication, is proposing alternative deliverables. The LVSMCC is requesting the addition of hospitality training services, as well as staff support at the City of Las Vegas Visitor Center. The amount paid to the LVSMCC for services during the current contract period will not change.

4. Approval to purchase road maintenance equipment.

Martin Gonzales, Public Works Director The city streets have served their purpose well; however, they have been deteriorating at a faster rate than city funds can keep up with. The goal is to reconstruct, resurface, repair, maintain and improve the streets of Las Vegas. Owning a combination of the 1) Asphalt Zipper 2) Caterpillar AP255E Paving machine and 3) MT600 Mauldin Hot Tack Sprayer can provide the necessary tools to effectively and efficiently alleviate many basic issues related to street repair and maintenance. The total cost of the equipment is \$260,016.00.

5. Approval to Award request for bids #2016-25 for hydraulic fusion machine with all inserts 4" thru 12" and any applicable attachments of accessories to the low bidder.

Ken Garcia, Utilities Director The Water Division needs this piece of equipment to assist with installation of poly pipe which will be used to replace older water and sewer pipe.

6. Approval of Fair Housing Resolution #16-20 with Required Elements.

Richard Trujillo, City Manager Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing. Mayor and Council are asked to adopt a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

XIII. BUSINESS ITEMS

1. Approval/ Disapproval of purchase agreement in the amount of \$89,224.45 between MCT Industries and the City of Las Vegas Solid Waste Department.

Matt Griego, Solid Waste Director The Trailer will be used for the transportation of waste collected by the City's Solid Waste Department to a designated landfill as per New Mexico Environment Department permit #SWM-250605.

2. Approval/Disapproval of City Manager's Professional Service Contract.

Mayor Tonita Gurule-Giron In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.01 A., a city manager was appointed by the Mayor and approved by Council on April 19, 2016 at the Organizational meeting. The Governing Body shall enter into a contract with the city manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

3. Approval/Disapproval of City Attorney's Professional Service Contract.

Mayor Tonita Gurule-Giron In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.04 C., a city attorney was appointed by the Mayor and approved by Council on April 19, 2016 at the Organizational meeting. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

4. Approval/Disapproval of City Clerk's Professional Service Contract.

Mayor Tonita Gurule-Giron. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.05 C., the City Clerk was appointed by the Mayor and approved by Council on April 19, 2016 at the Organizational meeting. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

5. Approval/Disapproval of Chief of Police Professional Service Contract.

Mayor Tonita Gurule-Giron In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.06 B., the Chief of Police was appointed by the Mayor and approved by Council on April 19, 2016 at the Organizational meeting. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

XIV. COUNCILORS' REPORTS

XV. 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.**

XVI. 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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON
WEDNESDAY, MARCH 9, 2016 AT 5:00 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

COUNCILORS: David L. Romero - Absent
Barbara A. Casey
Tonita Gurule-Giroñ
Vincent Howell

ALSO PRESENT: Elmer J. Martinez – City Manager
Casandra Fresquez – City Clerk
David L. Romero – City Attorney
Juan Montano – Sergeant at Arms

CALL TO ORDER

Mayor Ortiz, Jr. called the meeting to order at 5:00 p.m.

ROLL CALL

Mayor Ortiz, Jr. advised that Councilor Romero was not present due to being in recovery from surgery.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to thank God for all our blessings, and welcomed and congratulated Councilor Barbara Casey. Mayor Ortiz, Jr. wished the new administration the best.

APPROVAL OF AGENDA

City Manager Martinez welcomed Barbara Perea Casey and advised that there were no changes or recommendations regarding the agenda.

Councilor Howell made a motion to approve the agenda as is. Councilor Gurule-Giroñ seconded the motion.

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara A. Casey	Yes
Tonita Gurule-Giroñ	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the minutes and advised the motion carried.

PUBLIC INPUT

City Manager Martinez advised that there was no one signed up for Public Input.

BUSINESS ITEM

1. Approval/Disapproval to adopt Resolution 16-13 Run-Off Election for the City of Las Vegas.

City Clerk Casandra Fresquez advised that in accordance with the City of Las Vegas Municipal Charter, a candidate must receive fifty percent (50%) plus one (1) of the votes cast for the particular office or a run-off election shall be held between the two candidates receiving the highest number of votes which shall be held within forty five (45) days after certification of the results of the election. This resolution will allow the City Clerk’s Office to proceed with preparation for the Run- Off Election.

City Clerk Fresquez advised that at that time of canvassing, additional votes were added for Councilor Gurule-Giroñ , totaling (915) votes and Councilor Herrera, totaling (714) votes and added that 50% was not reached by either candidate therefore a Run-Off Election would be required.

City Clerk Fresquez gave a brief overview of Resolution 16-13.

City Clerk Fresquez advised that Resolution 16-13 was provided in English and Spanish and informed that under the resolution, Council would be approving the Election for the Mayor which would be held on Tuesday, April 12, 2016 and added that the polls would open at 7:00 a.m. and close at 7:00 p.m.

City Clerk Fresquez stated that at the Run-Off Election, one person would be elected for Mayor serving a four year term and added that the two locations designated for polling were the Gillie Lopez Gymnasium located at West Las Vegas High School and the Michael Marr Gymnasium located at Robertson High School.

City Clerk Fresquez advised that Absentee Ballot Applications may only be obtained from the Office of Municipal Clerk and all applications for Absentee Ballots must be completed and accepted by the Municipal Clerk prior to 5 p.m. on April 8, 2016. City Clerk Fresquez explained that after 5 p.m. on April 8, 2016, all unused Absentee Ballots will be publicly destroyed by the Municipal Clerk, the Municipal Clerk will accept completed Absentee ballots delivered by mail or in person by the voter casting the absentee ballot, by a member of the voter's immediate family or the caregiver of the voter until 7 p.m. on April 12, 2016.

City Clerk Fresquez informed that Absentee Ballots may be marked in person in the Office of the Municipal Clerk during regular hours on days of business beginning on Monday, March 28, 2016. City Clerk Fresquez added that Early Voting on paper ballots counted by electronic vote tabulator will be conducted in the Office of the Municipal Clerk during regular hours on days of business beginning on Monday, March 28, 2016.

City Clerk Fresquez advised that persons desiring to vote at the Run-Off Election must register with the San Miguel County Clerk not later than Friday, March 25, 2016 at 5:00 p.m.; the date on which the County Clerk will close registration books, and added that casting of votes by qualified electors shall be recorded on electronic tabulators.

Mayor Ortiz, Jr. stated that he felt that some of the wording on the Resolution was misleading and suggested re-wording the language regarding the phrase "persons wanting to vote for the run-off election, needing to register".

City Manager Martinez made the recommendation to add the wording to the resolution to read “persons, who are not registered to vote and desire to vote at the Run-Off election, must register with San Miguel County by March 25, 2016”.

City Clerk Fresquez advised that the changes regarding the language on the Resolution would be made based on the Governing Body’s recommendations.

Councilor Howell had questions regarding the end date of early voting and if it should be included in the resolution.

City Clerk Fresquez advised that early voting ended the Friday prior to the election and informed that the ending date was not required on the resolution. City Clerk Fresquez advised that after the Resolution would be approved, she would post that information on the Election calendar, the City’s website, send Public Service Announcements over the radio and post the information in the Las Vegas Optic.

Councilor Gurule-Giroń asked if there would be a weekend to vote for the Run-Off Election.

City Clerk Fresquez advised that there is only a weekend to vote for Regular Election and not for the Run-Off due to the short period of time.

Councilor Gurule-Giroń asked if this Resolution was consistent with the previous Run-Off elections.

City Clerk Fresquez advised that it was consistent with previous Run-Off elections, in accordance to the City Charter.

Councilor Howell made a motion to approve to adopt Resolution 16-13 Run-Off Election for the City of Las Vegas. Councilor Casey seconded the motion.

Resolution 16-13 was presented as follows:

RESOLUTION NO 16-13

RUNOFF ELECTION FOR THE CITY OF LAS VEGAS, NEW MEXICO

WHEREAS, the regular Municipal Election for municipal officers was held March 1, 2016; and

WHEREAS, Article VIII, Section (F)(G) of the City of Las Vegas Charter provides: (F) The election of all municipal elective offices shall be by a simple majority, defined as fifty percent (50%) plus one (1), of the votes cast for the particular offices in question. (G) In the event that no candidate receives a majority of the votes cast for that office, a subsequent run-off election shall be held between the two candidates receiving the highest number of votes. The subsequent run-off election shall be held within 45(forty-five) days after certification of the results of the election; and

WHEREAS, at the Regular Municipal Election held March 1, 2016, the results for the office of Mayor were as follows:

Tonita Gurule-Giron	915 votes	36.43%
Joseph Joey Herrera	714 votes	28.42%

with none of the aforementioned candidates receiving fifty percent (50%) plus one (1) of the votes cast for Mayor; and

WHEREAS, to fill the elected office of Mayor, a Runoff Election shall be held in accordance with Article VIII, Section G of the City of Las Vegas Charter.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO that:

- A. A Runoff Election for the election of Mayor, shall be held on
Tuesday, April 12, 2016. Polls will open at 7:00 A.M and close at 7:00 P.M.
- B. At the Runoff Election, one person shall be elected to fill the office of Mayor, for a four-year term.
- C. The following location will be designated as polling places for the conduct of the runoff election:
 1. West Las Vegas "Gillie Lopez" Gymnasium, 157 Moreno Street
 2. Robertson High School Michael Marr Gymnasium, 1284 4th Street
- D. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., April 8, 2016. After 5:00 p.m. on April 8, 2016, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or

in person by the voter casting the absentee ballot, by a member of the voters' immediate family, or the caregiver of the voter, until 7:00 p.m. on April 12, 2016.

Absentee ballots may be marked in person in the office of the Municipal Clerk during regular hours and days of business, beginning on Monday March 28, 2016.

Early Voting. Early Voting on paper ballots counted by electronic vote tabulator will be conducted in the office of the Municipal Clerk during regular hours and days of business, beginning on Monday, March 28, 2016.

- E. Persons who are not registered to vote and desire to vote at the runoff election must register with the San Miguel County Clerk not later than Friday March 25, 2016 at 5:00 p.m., the date on which the County Clerk will close registration books.
- F. The casting of votes by qualified electors shall be recorded on electronic tabulators.

ADOPTED AND APPROVED THIS ____ day of _____, 2016.

Mayor Alfonso E. Ortiz, Jr.

ATTEST _____

Casandra Fresquez, City Clerk

RESOLUCIÓN NO 16-13

VUELTA A LA CIUDAD DE LAS VEGAS, NUEVO MÉXICO

Considerando que, las elecciones municipales de regular para los funcionarios municipales se celebró 01 de Marzo de 2016; y

Considerando que, Artículo VIII, sección de (F)(G) de la ciudad de Las Vegas Carta ofrece: (F) la elección de todos los cargos electivos municipales deberá ser por mayoría simple, definida como el cincuenta por ciento (50%) más uno (1), de los votos emitidos para las oficinas particulares en cuestión. (G) en caso de que ningún candidato recibe una mayoría de los votos emitidos para la Oficina, una elección de desempate posterior se celebrará entre los dos candidatos que reciban el mayor número de votos. La elección de desempate posterior se celebrarán dentro de 45(forty-five) días después de la certificación de los resultados de la elección; y

Considerando que, en la elección Municipal ordinario celebrado el 01 de Marzo de 2016, los resultados para Alcalde fueron los siguientes:

Tonita Gurule-Giroń 915 votos 36.43 %
Joseph Joey Herrera 714 votos 28.42 %

con ninguno de los candidatos mencionados recibir cincuenta por ciento (50%) más uno (1) de los votos para Alcalde; y

Considerando que, para llenar el cargo elegido Alcalde, se celebrará una elección de desempate de conformidad con el artículo VIII, sección g de la ciudad de Las Vegas Carta.

Por eso ahora, ser, resuelto por la administración cuerpo de THE ciudad de LAS VEGAS, Nuevo México que:

A. un vuelta para la elección de Alcalde, se reunirá en Martes, 12 de abril de 2016. Las encuestas serán abiertas a las 7:00 y cerrar a las 19:00

B. en las elecciones de segunda vuelta, se elegirá una persona para ocupar la Oficina del Alcalde, para un mandato de cuatro años.

C. las siguientes ubicaciones están designadas como lugares para la realización de las elecciones de segunda vuelta de votación:

1. Escuela Secundaria de Las Vegas Oeste gimnasio de Gillie Lopez, calle 157 Moreno.

2. Escuela Secundaria de Robertson gimnasio de Michael Marr, calle 1238 4th.

D. Votación en Ausencia Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas única menta de la oficina de la Escribana de la Municipalidad. La Escribana de la Municipalidad debe llevar y aceptar todas las solicitudes para obtener una balota para votar en ausencia antes de las 5:00 p.m. el 8 de abril de 2016. A partir de las 5:00 p.m. el 8 de abril de 2016, la Escribana de la Municipal públicamente destruirá todas las balotas no utilizadas. La Escribana de la Municipalidad aceptará las balotas completadas por el votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo o en persona o por un miembro de la familia inmediata del votante, o del conserje al votante hasta las 7:00 p.m. el 12 de abril de 2016.

Boletas de ausente puede marcarse en persona en la Oficina del Secretario Municipal durante el horario y días de negocios, comenzando en lunes, 28 de Marzo de 2016.

Votación anticipada. Votación anticipada sobre el papel las boletas contadas por pendiendo de votación electrónica se realizará en la Oficina del Secretario Municipal durante el horario y días de negocios, comenzando en lunes, 28 de Marzo de 2016.

E. Las personas que no están inscritos para votar y el deseo de votar en la elección de escorrentía el deben registrarse con el Secretario del condado San Miguel viernes, 25 de marzo de 2016 a 5:00, la fecha en que el Secretario del condado cerrará los libros de registro a más tardar.

F. Se archivará un record de los votos de los electors municipals calificados en papeletas, de las cuales se hará un recuento por tabulators electrónicos.

APROBADAS y esta _____ dia de _____, 2016

Alfonso E. Ortiz Jr., Alcalde
ATESTIGUAN

Casandra Fresquez, empleado de la ciudad

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Tonita Gurule-Giroń	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

EXECUTIVE SESSION

City Manager Martinez advised that there was no need to go into Executive Session.

ADJOURN

Councilor Howell made a motion to adjourn. Councilor Casey seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Tonita Gurule-Giroń	Yes
Vincent Howell	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION
HELD ON WEDNESDAY MARCH 9, 2016 AT 5:30 P.M. IN THE CITY
COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.
COUNCILORS: Tonita Gurule-Giroñ
Vince Howell
Joey Herrera
David L. Romero - Absent

ALSO PRESENT: Elmer J. Martinez, City Manager
Casandra Fresquez, City Clerk
Dave Romero, City Attorney
Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

Mayor Ortiz Jr. advised Councilor Romero's absence was due to his recovery.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz Jr. asked for a moment of silence to reflect on how blessed we all are and to continue to help each other to make the community better.

APPROVAL OF AGENDA

City Manager Martinez advised there were no changes requested on the agenda.

Councilor Howell made a motion to approve the agenda as presented. Councilor Casey seconded the motion.

Mayor Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Tonita Gurule-Giroñ Yes Barbara Casey Yes

Vince Howell

Yes

David L. Romero

Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz, Jr. stated there were no appointments at this time. Mayor Ortiz Jr. reported that progress is continuing to be made with all the projects that are ongoing throughout the City. The City is close to acquiring the old State Police building, once the Governor signs the process will be complete.

MAYOR'S RECOGNITION/PROCLAMATION

There were no recognitions or proclamations at this time.

PUBLIC INPUT

Mr. Bruce McAllister spoke to the Governing Body and expressed that when he moved to Las Vegas ten years ago water was a big issue, now it is not and he thanked the Governing Body for their efforts to improve the water situation.

Lourdes Dominguez spoke to the Governing Body regarding a serious issue of sewage backups into people's homes. Her mother's home has suffered sewage backups six times and each time has been caused by City lines. Ms. Dominguez advised this issue is ongoing throughout the community and needs to be addressed and measures need to be taken to remedy the issue.

Ron Doss spoke to the Governing Body expressing support and to an item on the agenda regarding acquiring property located next to the Commerce Soccer field. He stated that currently there are over three hundred community youth involved in the soccer league and feel there is not enough space to accommodate the growing league. Mr. Doss expressed support for the acquisition of the property and jointly along with the league would like to partner with the City to develop the area by way of grants and volunteer work to create a safe location for our area youth.

Shelby Curtis thanked the Governing Body for their past and continued support of the soccer league and would appreciate the consideration of acquiring the adjoining property to allow further growth of the league and create a safe environment for the children of the community.

CITY MANAGER'S INFORMATIONAL REPORT

City Manager Martinez advised that Community Development would be presenting the marketing campaign that would be coming out in April.

Event Planner/Film Liaison Velarde invited the Governing Body to the marketing campaign reveal that will be taking place April 7, 2016. The event will demonstrate the new ad campaign, how businesses are advertised and how the website and social media will appear.

City Manager Martinez advised the City will be going out for bid on the equipment that Public Works presented at a previous meeting and hopefully the equipment can be purchased before summer. City Manager Martinez advised he has met with members of the acequias and advised they will be presenting to the Governing Body during the March 16th meeting. City Manager advised there is a movie that will be filming the end of March.

City Manager Martinez advised the City's budget is due to DFA the first of June and a proposed calendar will be presented to the Governing Body and will begin working on holding budget hearings with departments. City Manager Martinez advised the Governing Body that all local municipalities received a letter from the Director of the Department of Finance Administration regarding their upcoming budgets and what impacts may take place with the anticipated decrease in Gross Receipt Tax. City Manager Martinez advised the City will be starting negotiations with the Union Boards.

Councilor Howell asked if Council could attend the budget hearings.

City Manager Martinez advised the department budget hearings are administrative and if there were questions regarding the budget, Council was welcome to contact his office. City Manager Martinez advised there needed to be a separation from the administrative and the legislative process.

Councilor Casey advised she feels the Governing Body should not be involved in the department budget hearings and participation would be considered micro-managing and the Governing Body should trust City Manager Martinez to conduct the process and then present to the Council.

Councilor Howell advised he feels that the Council should be able to have a better understanding of the budget and how it's developed.

Brief discussion took place on how the budget is created and why the Governing Body should not be involved in the department budget hearings.

Councilor Gurule-Giroń asked questions regarding the letter received by DFA.

Finance Director Gallegos advised the City will be looking at the cash revenue and will start formulating the department budgets while taking the letter and recommendations into consideration.

Discussion took place regarding Public Safety and the Enterprise funds and how they are diligent in their budget to ensure they can meet their needs.

DISCUSSION ITEMS

1. Out of State Travel to Huntsville, Alabama April 2-8, 2016.

Chief Montano advised the 32nd International Symposium on Abuse offers conferences that address all aspects of child maltreatment, including, but not limited physical abuse, sexual abuse, neglect, exposure to violence, poly-victimization, exploitation, intervention, trafficking and prevention. Commander Eric Padilla would be attending with all expenses being paid by the Taos Child Advocacy Center. The only expense would be for Commander Padilla's meals.

Council Casey advised every year in January there is a training conducted in collaboration with several groups on child abuse, neglect, substance abuse and many others that may be encountered while on the streets and she hopes that next year the Police Department could send more officers to attend this beneficial training.

The Governing Body agreed to place the item as a consent agenda item.

2. Agreement for donation of property owned and controlled by JKS Holdings LLC, located at 601 East University Avenue.

Code Enforcement Officer Lujan advised the property located at 601 East University Avenue has several dilapidated structures that create a safety issue and the City has looked into having the property donated, cleaning the property and developing the area for youth recreational activities in hopes of encouraging more youth of the community to get involved in the youth soccer league.

Community Development Director Valdez advised the department has worked along with Mr. Doss of the Soccer League and Mr. Ross the owner of the property to explore ways to improve the area. Mr. Doss and the league have made impacts in the overall appearance of the soccer field and surrounding area.

Code Enforcement Officer Lujan gave an overview of the proposed agreement to include the City considering supplying one water tap, as well as a possible tax write off of the remaining balance after abatement has been completed.

Councilor Gurule-Giroñ asked questions regarding the proposed agreement and the cost to the City if granting the water tap and what expenses Mr. Ross would be paying.

City Manager Martinez gave more detail as to how the item was developed.

Utilities Director Garcia gave an explanation of the line extension and tap in question.

Councilor Casey advised she had questions regarding the appraisal of the property and what the estimated cost of cleaning up of the property might be.

Discussion took place on the options for cleanup that have been explored by the department and environmental impact regarding the storage tanks.

Mayor Ortiz Jr. asked Mr. Ross if he would be willing to pay for the line extension if the cost of the cleanup exceeded the appraisal of the property.

Mr. Ross advised he feels the property is worth more than the \$19,000 appraised fee and that he could have the property cleaned and sold for a considerable higher amount. Mr. Ross advised that he used to have a document that stated he would be allowed a water tap if he did not protest the placement of the transfer station as his property is located by the transfer station. Unfortunately he doesn't have the document and it was signed by Matt Martinez at the time. He feels that donation of the property in exchange for the water tap was a reasonable trade.

The Governing Body agreed to place the item as a consent agenda item.

3. Resolution 16-14 authorizing submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Community Development Director Valdez advised the City of Las Vegas and MainStreet de Las Vegas adopted a Las Vegas Downtown Action/MRA Plan in December 2010. This plan needs to be updated and adopted as a Metropolitan Redevelopment Area (MRA) Plan. A Downtown MRA Plan defines a community's vision for the core commercial area and identifies priority catalytic projects to revitalize that area, determined through a dynamic community participation process. The Downtown MRA Plan becomes a living document that guides MRA revitalization and public and private sector investment for several years.

Questions were asked if there was a list of the districts that are included in the MRA Plan.

Community Development Director Valdez advised when the plan was developed the boundaries included a large area and the proposal of this update is to reduce the boundaries.

City Manager Martinez recommended that the item not be placed as a consent agenda item and further discussion take place at the regular meeting including the map of the 2010 adopted plan to include the boundaries.

Council Casey requested that for future meetings all related documents and information should be included in the packet for review.

4. Disposal Agreement between GGH Wagon Mound, LLC and the City of Las Vegas Solid Waste Department for one year as per Section 8 of the agreement (Terms of Agreement) with no amendment.

Solid Waste Director Griego advised this is the second year of the contract with GGH Wagon Mound, LLC as there is no roll over clause in the contract and annual approval is required of the Governing Body.

Discussion took place regarding the notice requirement for termination. Mayor Ortiz Jr. advised he felt there needed to be more of a commitment than a 30-90 day termination notice.

City Manager Martinez advised there is a 90 day notice of termination.

Councilor Casey provided to Solid Waste Director Griego a copy of all the errors of the contract and advised she would not vote to approve a document that was legally binding that contained the number of errors she found and requested that all errors be corrected by the next meeting.

The Governing Body agreed not to place the item as a consent agenda item and have the corrections made prior to the meeting.

5. Award request for proposal No.2016-22 for on call services for maintenance/emergency repairs to the natural gas transmission line to DUB-L-EE and enter into negotiations.

Utilities Director Garcia advised the proposal allows for the Gas Division to have on call services readily available for maintenance and repairs as needed to the natural gas transmission line. The department would like to award the proposal to and enter into negotiations with DUB-L-EE because they submitted all documents as requested in the proposal including certifications for each employee.

Project Manager Cordova advised the City is in need of on call services as the current repairs and maintenance is done by City staff.

Questions were asked about their emergency response time as the company is located in Albuquerque and would it be beneficial to the City to have staff certified versus using an outside company.

Questions were asked regarding how the pricing rate was developed in the proposal.

The Governing Body agreed to place the item as a consent agenda item.

6. Award request for bids #2016-23 for liquid aluminum sulfate for the Water Treatment Plant to Chemtrade.

Utilities Director Garcia advised that Liquid Aluminum Sulfate is required to ensure proper filtration of the water supply. The current supplier is Chemtrade at a cost of \$420.00 per dry ton. There was a cost increase with this current bid.

Questions were asked why the cost was different for a wet ton versus a dry ton.

The Governing Body agreed to place the item as a consent agenda item.

7. Award request for bid #2016-24 for portable flame ionization survey for the Gas Division to Heath Consultants.

Utilities Director Garcia advised a portable flame ionization survey is necessary to check the natural gas lines for leaks. This is a requirement of the Public Regulation Commission Pipeline Safety Bureau. DUB-L-EE was the lowest bidder but did not provide all of the necessary information required in the bid. Therefore the department is requesting to award to Heath Consultants at a cost of \$13,566.00 plus portal to portal travel at \$71.40 per hour.

Questions were asked as to the documents that were left out by DUB-L-EE in their bid documents.

Utilities Director Garcia advised they omitted the notarized campaign contribution form that is a standard requirement therefore they were disqualified.

The Governing Body agreed to place the item as a consent agenda item.

EXECUTIVE SESSION

City Manager Martinez advised there were no items for Executive Session.

Councilor Gurule-Giroń asked what new business items were anticipated for the Regular Meeting.

City Manager Martinez advised the renewal of the Auditor contract, zone change for property located on Dahlia Street and renewal of the Ambulance Contract.

Councilor Howell hoped that there will be follow up on the public input regarding sewer backups.

Councilor Gurule-Giroń made a motion to adjourn. Councilor Howell seconded the motion.

Mayor Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Barbara Casey	Yes	Vince Howell	Yes
Tonita Gurule-Giroń	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

ADJOURN

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, MARCH 16, 2016 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Alfonso E. Ortiz, Jr.

COUNCILORS: Barbara A. Casey
Tonita Gurule-Giroń
David L. Romero – Absent
Vincent Howell

ALSO PRESENT: Elmer J. Martinez – City Manager
Casandra Fresquez – City Clerk
Dave Romero – City Attorney
Juan Montano – Sergeant at Arms

CALL TO ORDER

Mayor Ortiz, Jr. called the meeting to order at 6:20 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to recognize that blessings never end and to take the opportunity to utilize those blessings for the greater good. Mayor Ortiz, Jr. once again, welcomed Councilor Barbara Perea Casey.

City Manager Martinez made a recommendation to remove Business Item #2 from the Consent Agenda for the reason that more research needed to be done regarding the water line extension and added that there were also some

environmental concerns. City Manager Martinez advised that it was to ensure they were in compliance with the ordinance and stated it would be brought back to Council.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda with the recommended change of removing Business Item #2. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Tonita Gurule-Giroń	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	Dávid L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

APPROVAL OF MINUTES

Councilor Howell made a motion to approve the minutes for February 10th, 16th, and February 29th, 2016. Councilor Gurule-Giroń seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
Tonita Gurule-Giroń	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

City Manager Martinez informed that at the last Council meeting, a decision was made to reach out to the Rio Gallinas Acequias Association after input was heard regarding their concerns.

City Manager Martinez advised that a process had been started, to develop dialogue with the Rio Gallinas Acequias Association and added that one of the first steps was to allow them to make a presentation before Council, outlining their issues in order for the Governing Body to clearly understand the issues.

City Manager Martinez advised that they would move forward with additional evaluation processes, Public Input and then bring those issues back to Council. City Manager Martinez cautioned that there was a legal process still in effect, which has not been suspended and added that it was necessary to hear the points in order to develop methods and approaches to come to a resolution.

Mayor Ortiz, Jr. explained that the presentation given by the Rio Gallinas Acequias Association members would be for clarification of concerns, with hopes of collaboration between the two parties to meet the needs and concerns at hand.

Rio Gallinas Acequias Association Representative, Victor Cozens read a statement on behalf of the 11 member Rio Gallinas Acequias Association with hopes of informing Mayor and Council of concerns, and to offer some history that may help in future negotiations.

The statement read as follows:

In 2004 the Supreme Court overturned the ruling that recognized the Pueblo Doctrine and remanded the case to District Court with instructions to the court to seek a solution that would provide an equitable remedy. One that would strike an appropriate balance between the reliance interests of the City, the reliance interests of other water users and the regulatory interests of the State Engineer. Today this litigation continues in what we know as the Remand.

City's lawyers argue that an equitable remedy for the City would be to award an 1835 priority for a portion (1200 acre feet) of the City's already adjudicated water rights. The current adjudicated priority is January 1, 1881. We disagree.

In exchange for this earlier priority, the City has offered to pay the acequias one million dollars if the acequias would accept this settlement. According to the City's attorney the eleven community acequias could divide and use the money as the acequias wished. Some suggestions made were to make improvements to the acequias or to use the money to pay the legal expenses of the acequias. The acequias have rejected the offer and have stated that it is the acequias' seniority that protects them.

The acequias believe litigation is not the answer and have offered the sharing of water as a better solution. It is the custom of the acequias to share available water and we have in the past agreed to share water with our community regardless of priority. This willingness to share water has helped our community make it through a recent period of drought that compared to the drought of the 1950's.

Two previous legal rulings in the same District Court have already rejected the 1835 priority date claimed. Publicly we have heard from city staff and Mayor Ortiz that the only reasons the 1835 priority claim is needed to protect our community against a priority call and to use it against the acequias if necessary.

For years the acequia leadership has attempted to work with our community to share water. Hundreds of hours at meetings and hearings have been expended toward that effort. However today we still find ourselves in litigation and have not come to some resolution. We have spent millions of our tax dollars on this litigation without resolution.

While we could certainly use the million dollars offered, it is not enough to accomplish improvements your experts have suggested. Even if we had the millions to make those improvements, it would take years to accomplish this.

We are not here today to resolve this litigation, but we are here to inform you our differences may be resolved and how further litigation can be avoided if we can work together.

The acequias believe solution includes a withdrawal of the community's claim to bring an end to the litigation. Developing a sharing agreement that meets the needs of all parties is needed as well. Sharing has been done before and can be done again. Let us not forget that the lawyers work for us and that this is our community. Together, we can work for the betterment of the entire community if we are included.

Litigation in most cases can be avoided if productive discussions and agreements can be reached. The current administration has not seen it necessary to involve all the share holders in the development of storage option for the City.

This lack of participation during the planning and negotiation process leaves the acequias with little recourse to protect their interests. We are left with the filing of protests through the permit process to force disclosure of those projects and more legal cost may be the only option for us. This route would continue to feed litigation efforts of the attorneys for years to come and delay many projects. We may avoid this litigation through a negotiation process prior to the submission of permit applications for expansion of storage.

While we generally support the idea of increased storage, we wonder about the benefit and impact to our community and the acequias if water in storage is not used, as has been the case in the past.

Any management agreement reached now must be able to protect all parties now and in the future. The challenges we face are many when it comes to water. Discussion and not litigation is perhaps the best approach.

Challenge your attorney to explain to our community why and how this litigation is necessary and good for us. Recognize the negative impacts this endless litigation has already had on the entire community. Acknowledge that our community has benefited for years at the expense of the families along the acequias, whose water has been taken. Understand the economic benefits as well as the health benefits of a vibrant agricultural economy for Las Vegas.

The issues and concerns are many. We must trust and continue to seek resolution without litigation and division of our community. Help our community and families develop that agricultural capacities to grow an economic environment that will benefit everyone, while providing water for the community. Let's bring this litigation to an end. Let's do what should have been done in the first place over six decades ago; involve all shareholders when changes in water management are necessary.

As we work together to rebuild our relationship, there are some areas where we can work to solve immediately. For example, the Acequia Madre de Los 33 has for many years struggled with clogged culverts on 8th Street and the Palo Verde Sub-division. The City has helped in some years by using the Vac-Truck to force debris and trash out; however the acequia believes that those culverts need to

be replaced. Thus, far the City has not taken action to replace the culverts. Litter and trash issues exist and perhaps this is another area where our joint effort may help. These issues exist around schools and in the downtown area along the Acequia Madre de Las Vegas.

In closing, we thank you for allowing us to address you and we look forward to having meaningful and honest discussions as to how we can work together to solve our water issues. Litigation is not the answer!

Mr. William Gonzales stated that the Acequias were here to ask to be involved in any planning projects regarding water and added that it impacted the Acequias and other parties as well. Mr. Gonzales advised that the Acequias Association felt that their exclusion in discussions was in many ways keeping the City and the Acequias apart. Mr. Gonzales explained the importance of collaborating on ensuring a sharing agreement supporting agriculture and added that it would make great strides in resolving their issues. Mr. Gonzales stated that the Acequias acknowledged the significance in water storage to benefit the community, if the water is used.

Mayor Ortiz, Jr. described the water storage as insurance and explained that water would be available when needed and could be utilized for agricultural purposes as well. Mayor Ortiz, Jr. advised that even going from 2300 acre feet to 500 acre feet would still enable the Acequia water users for agricultural purposes.

Mr. Gonzales asked Mayor Ortiz, Jr. to consider where the water was coming from to fill the additional storage space and added that it would come from the river which is the Acequias water source and felt that the reliable source of water that acequias would need to survive, will not be there and added that it would be in storage where it is not available to the Acequias. Mr. Gonzales asked the Governing Body to keep this in mind when discussing the sharing agreement.

Mayor Ortiz, Jr. advised that the water would not be taken during the seasons while the Acequias would utilize the water for agricultural need.

City Manager Martinez advised that community problems are also some other interests involved that need to be brought to the table that included the operations of the Acequias.

Mayor Ortiz, Jr. explained that one of his main concerns was regarding priority dates and that downstream users would be the first to use water and discussed several issues that would be involved. Mayor Ortiz, Jr. added that there were many concerns to discuss to resolve the issues.

Councilor Howell stated that agriculture was very important to the community and asked how Council would be able to get involved in discussions as part of the sharing agreement.

City Manager Martinez advised that it would eventually become a public process then followed with the outline process regarding a resolution which would be brought back to Council. City Manager Martinez advised that Public Meetings would be held and Council members would be invited to attend.

Councilor Howell stated that he hoped the trust issues between the Acequias and the City would be resolved.

City Manager Martinez gave an example of Councilors being involved with the negotiations with Storrie Lake and explained that staff was directed by Council regarding the finalization of the adopted Resolution and advised that same model would be implemented in this process.

Councilor Gurule-Giroń stated that she felt that Council faltered in judgment, in the past, giving full authority to Mayor and City Manager regarding Storrie Lake negotiations and felt that they were not fully informed to what was transpiring, which was part of the trust issues. Councilor Gurule-Giroń stated that the Mayor and City Manager would make decisions and had asked Council to overturn decisions during Executive Session.

City Manger Martinez explained that during the State Engineer's mandated mediations, Council was fully invited to attend meetings and felt they were fully informed at Executive Sessions on changes of the Storrie Lake agreement and re-negotiations and disputed the statement that Council was not apprised.

Councilor Gurule-Giroń stated that the statement read by Acequias Association Representative Cozens read that the City could not move forward with the Storrie Project agreement due to the continued litigation and protest.

Mr. Gonzales advised that the permitting process involves public notice which allows time for protests and time for negotiations to resolve those protests as well. Mr. Gonzales stated that there was no permit in place and added that there was room for discussion and encouraged the idea of all three parties to revisit the agreement with hopes of looking at impacts for each one and to reshape the agreements that may be reached and possibly put in better position to obtain the permits needed. Recourse for the acequias would be to file a protest once the permit would be submitted.

Mayor Ortiz, Jr. spoke on countless negative issues that would affect the Community if protests against the Storrie Lake agreement would take place and pleaded with the Acequias not to protest in order to help the betterment of the community.

Councilor Casey thanked the Acequias members for their attendance and admire their unity on their recommendations and added that several statements read indicated that the Acequia members were willing to work with the City to come to a solution to the issues at hand and added that the City needed to be willing to communicate and negotiate with the Acequias as well.

Councilor Casey added that she anticipated a rapid solution and recommended a strict timeline to avoid drawing out the process. Councilor Casey suggested that Council be well informed regarding discussions, in order to make intelligent decisions when the time comes.

Councilor Casey expressed that the Acequias have been a vital part of our community for many years and advised that she was available at any time if anyone needed her help.

Discussion took place on the process of the conditions to apply for a permit.

Councilor Gurule-Giroń asked if the City was ever informed by the State Engineers Office, advising that they could not proceed unless they followed certain steps to advertise for the reason that it would be subject to protest.

Mayor Ortiz, Jr. advised that the City was aware of being protested on any negotiations at any point and time, which may also include appeals and delays for many years and added that everything done to help the City had been in good faith.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

City Clerk Fresquez read a proclamation proclaiming March 2016 as "American Red Cross Month".

Mayor Ortiz, Jr. thanked members of the American Red Cross who render their tremendous services to the community in need.

American Red Cross Member Pam Davis stated that they were pleased to be recognized by the Governing Body and introduced Claire Ryan from the Santa Fe office and advised that she had been attending meetings in person and by phone.

Fire Chief Philip Mares welcomed Councilor Casey and presented Mr. Joseph Garofalo with Recognition of a promotion from Firefighter EMT to Engineer.

Fire Chief Mares stated that he felt that Mr. Garofalo was highly qualified for the position.

Fire Chief Mares explained the different levels within the Fire Department and discussed the crucial part of being an engineer and congratulated Mr. Garofalo.

PUBLIC INPUT

Mr. Bob Wessely took the opportunity to thank the City for all the attempts taken to make huge progress regarding the countless water issues within the City of Las Vegas although not visible to the community. Mr. Wessely added that there is still an extensive road ahead to resolve water concerns.

Mr. Roland Medrano, a member of the Acequias Madre de Las Vegas wanted to advise the Governing Body that as part of the Gallinas River Acequias Association, they were also concerned with water storage issues. Mr. Medrano added that they were in support of water storage and explained that they would also like to be involved in discussions regarding how it would impact them as well.

Mayor Ortiz, Jr. explained that at the time of discussions with the Acequias Association, the City water attorneys should discuss the impacts that may affect any entities.

Ms. Cordia Sammeth, Manager at Tri-County Farmers Market advised that she was in support of coming up with a plan to share water and spoke of the various programs that support fresh food. Ms. Sammeth expressed the importance of water needed for agriculture and encouraged everyone to work together.

Mr. Arthur Gallegos advised that he was in support of the Acequia's initiative and stated that he was encouraged by the change in attitude by Council and was hopeful that an agreement would be reached. Mr. Gallegos expressed his thoughts on the many expenses paid to attorneys regarding the litigation and felt that the 1835 Agreement was a moot point, that it was not a reason to sustain litigation and was not an important factor in sharing or managing water supply.

Mr. William Gonzales took the opportunity to address the Governing Body in regards to the Acequias being a vital part of the community who were only trying to make a living and asked Council to consider that when making decisions in the deliberation process.

Ms. Pat Leahan expressed her gratitude to the Las Vegas Police Department and Police Chief Juan Montano for their excellence in their services which resulted in the community's lack of complaints.

Ms. Leahan thanked Chief Mares and the Las Vegas Fire Department for their overall outstanding service to the community and going above and beyond with kindness, integrity and respect recently when needing their service on a personal level.

Ms. Leahan showed gratitude for Mayor Ortiz, Jr. and his family for their service to the community and the positive changes made to Las Vegas and thanked Mayor Ortiz, Jr. for his attentiveness to many issues concerning the community.

Mr. Alex Aragon had several concerns regarding no direct lights on flag poles located at City Hall and Recreation Center and advised that several City street lights needing to be replaced.

City Manager Martinez advised that the Public Works Department determines if the lights belong to the City or to PNM but would address the issues discussed by Mr. Aragon.

Mr. Eric Haggard stated that he felt that the Acequias were being negatively impacted by the on-going remand issue and added that the City should seek an alternate resource of water wherever possible, not to rely on the Gallinas River due to climate change. Mr. Haggard stated that the level of animosity of the Acequias Association had grown, partly from costly attorney's fees and added that it was time to end litigation.

Mr. Gabe Estrada welcomed Councilor Casey and thanked Mayor Ortiz, Jr. and Council for the work they were doing for the community and was optimistic about the new administration coming to a solution regarding the water problem that had existed for six decades. Mr. Estrada discussed several issues on the Remand and decisions made by the Supreme Court allowing the City to use more water than it should at the expense of other water users down the river under Pueblo Water Rights. Mr. Estrada added that water is life and it was time to stop spending money, come to solutions and stop litigation.

Mr. Martin Brown advised that he was a resident of the Gallinas River area and supported water conservation. Mr. Brown added that he was part of a family who ran the Western Life Camp which was utilized and enjoyed by the community. Mr. Brown added that he understood the importance of water conservation and water use and suggested at looking into issues at a broad landscape level, which involved everyone's water usage needs from the water supply at certain times of the year. Mr. Brown stated that he felt that litigation was not beneficial and added that many people had solutions that would help the water situation move forward.

Mayor Ortiz, Jr. thanked all the speakers for their input and hoped that an agreement could be reached mutually.

CITY MANAGER'S REPORTS

City Manager Martinez advised that there would be a Public Information Meeting regarding additional information on the Water Assistance Program for low income families, held on March 22, 2016 at 5:30 p.m. in the City Council Chambers.

City Manager Martinez advised that Governor Susanna Martinez approved a Legislative appropriation for \$108,000.00 for the Las Vegas Police Department Fleet and added that a USDA Grant of \$306,000.00 was previously approved by Council to continue to move forward on the Police Department Fleet.

City Manager Martinez informed that the process of the transfer of the old State Police Building was taking place and would be utilized by the Utilities Department.

City Manager Martinez explained that they were getting ready to close the CDBG Grant Renovation/Rehabilitation project of the Senior Center which was near completion and advised a Special meeting would be held for Council to approve three documents which were part of the extension to complete the project.

Mayor Ortiz, Jr. informed that there was unanimous support from the House and Senate regarding the City acquiring the old State Police Building and explained that the next step was the process of appraisal and surveys to finalize the Quick Claim Deed.

City Manager Martinez advised that Council would be informed of a Re-Grand Opening event at the Senior Citizen Center.

Mayor Ortiz, Jr. made a recommendation of having a Grand Opening Ceremony for the State Police building as well and to express thanks and appreciation to several New Mexico State dignitaries who supported the City in the endeavor by inviting them to attend the ceremonies.

FINANCE REPORT

Finance Director Ann Marie Gallegos reported the Finance Report ending February 29, 2016. Finance Director Gallegos advised that the General Fund revenue came in at sixty seven percent and expenditures were at fifty seven percent.

Finance Director Gallegos advised that measures were being taken to prepare for a decrease in expenditures that will affect the budget regarding the Hold Harmless amount of \$85,000.00 annually and informed that the total amount would come to 1.2 million dollars within the next ten years. Finance Director Gallegos informed that the New Mexico Municipal League would provide information on how to address hold harmless for the year 2017.

Finance Director Gallegos advised that the Recreation Department revenue came in at sixty five percent and the expenditure total was sixty eight percent. Finance Director Gallegos explained that revenue would be increasing due to summer programs starting soon.

Finance Director Gallegos reported sixty three percent was collected from the Enterprise Funds and expended fifty eight percent.

City Manager Martinez reported that revenues benefit by the film industry and noted that filming would be taking place in the latter part of March into April.

Councilor Howell had a question regarding the status of the operation of Parks Division.

City Manager Martinez advised that combining and cross training employees from Parks and Streets Department have benefitted in operations.

Mayor Ortiz, Jr. wanted to convey his condolences to the families of Ernest Abreu and Margaret Ortiz.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda into the record as follows:

1. Approval of out of state travel to Huntsville, Alabama April 2-8, 2016.
2. Approval to award request for proposal #2016-22 and enter into negotiations with DUB-L-EE, for on call services for maintenance/emergency repairs to the natural gas transmission line.
3. Approval to award bid #2016-23 for liquid aluminum sulfate for the Water Treatment Plant to Chemtrade.
4. Approval to award bid #2016-24 for portable flame ionization survey for the Gas Division to Heath Consultants.

Councilor Casey made a motion to approve the Consent Agenda as read into the record. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara A. Casey	Yes
Tonita Gurule-Giroń	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution 16-14 authorizing submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Community Development Director advised that the City of Las Vegas and MainStreet de Las Vegas adopted a Las Vegas Downtown Action/MRA Plan in December 2010. This Plan needs to be updated and adopted as a Metropolitan Redevelopment Area (MRA) Plan. A Downtown MRA Plan defines a community’s vision for the core commercial area and identifies priority catalytic projects to revitalize that are, determined through a dynamic community participation process. The Downtown MRA Plan is a document that guides MRA revitalization and public and private sector investment for several years. Community Development Director Valdez advised that she provided all the information regarding the Downtown Action Plan and included the fund amount of \$50,000.00.

Councilor Casey thanked Development Director Valdez for providing the detailed information of the Downtown Action Plan.

Councilor Gurule-Giroń made a motion to approve Resolution 16-14 authorizing submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority. Councilor Casey seconded the motion.

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Tonita Gurule-Giroń	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

2. Approval/Disapproval of Disposal Agreement 3016-15 between GGH Wagon Mound, LLC and the City of Las Vegas Solid Waste Department for one year as per Section 8 of the agreement (Terms of Agreement) with no amendment.

Solid Waste Director Matt Griego advised that the City of Las Vegas is responsible for disposal of waste collected by the Solid Waste Department as per New Mexico Environment Department permit #SWM-250605. This is the second year renewal of a four year contract.

Solid Waste Director Griego apologized for the errors on the contract at the last council meeting.

Councilor Casey took the opportunity to thank the individual who re-typed the whole document to correct the errors.

Councilor Casey made a motion to approve Disposal Agreement 3016-15 between GGH Wagon Mound, LLC and the city of Las Vegas Solid Waste Department for one year as per Section 8 of the agreement (Terms of Agreement) with no amendment. Councilor Gurule-Giroń and Councilor Howell seconded the motion.

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Tonita Gurule-Giroń	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

3. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance #16-01.

Councilor Gurule-Giroń made a motion to go into Public Hearing. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Tonita Gurule-Giroń	Yes
Vincent Howell	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

City Attorney Dave Romero asked anyone who wished to speak on the issue, to stand and be sworn in. Maria Perea and Lindsey Valdez were sworn in.

Community Development CADD Technician Maria Perea advised that Alejandro Rivera, owner of a two vacant lot located at 2439 and 2441 Dahlia Street, Las Vegas, New Mexico was requesting that the properties be re-zoned for the present R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) with the intent for properties to be available for single family homes and mobile homes which are permitted in the R-3 zone.

Councilor Casey stated that she thought Dahlia Street already allowed mobile homes.

Community Development CADD Technician Perea informed that not all of the area allowed mobile homes and added that some areas were zoned R-2 and some were zoned R-3. Community Development CADD Technician Perea advised that

Block 4, (7 lots) zone changes would be completed within the next couple of months.

Councilor Howell had questions regarding the negatives to the City by the zone changes and asked if Planning & Zoning had approved the zone change.

Community Development CADD Technician Perea explained that one single family could now have two single wide homes in the property and that it had the approval of Planning & Zoning Commission.

Councilor Gurule-Giroń asked if the variances would be met for the two homes.

Community Development CADD Technician Perea informed that they would not require any variances and added that they would meet the set-backs.

Councilor Gurule-Giroń made a motion to accept the record proper and to close Public Hearing. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
Tonita Gurule-Giroń	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

Councilor Gurule-Giroń made a motion to reconvene into Regular Session. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Tonita Gurule-Giroń	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

Councilor Gurule-Giroń made a motion to to adopt Ordinance #16-01. Councilor Howell seconded the motion. Councilor Howell seconded the motion.

Ordinance #1601 was presented as follows:

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 16-01**

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-2 (MULTI-FAMILY RESIDENTIAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR TWO TRACTS OF LAND LOCATED AT 2439 AND 2441 DAHLIA STREET, AS REQUESTED BY ALEJANDRO RIVERA.

WHEREAS, Alejandro Rivera has applied for an amendment to the official zoning map from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone) for property located at 2439 and 2441 Dahlia Street, pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on February 29, 2016 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the properties located at 2439 and 2441 Dahlia Street from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone), and on February 29, 2016 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on March 16, 2016, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property located at 2439 and 2441 Dahlia Street from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows:

Lots 8 and 9, Block 7, of the D. E. Davis Subdivision (1-ln).

BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2016.

ATTEST:

Casandra Fresquez, City Clerk

Alfonso E. Ortiz, Jr., Mayor

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero, City Attorney

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara A. Casey	Yes
Tonita Gurule-Giroń	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

4. Approval/Disapproval to renew 2016 Audit Contract with RPC CPAs + Consultants, LLP.

The City of Las Vegas requested audit proposals for the 2015, 2016 and 2017 audits and is requesting final approval by Mayor and Council to renew 2016 Audit with RPC CPAs + Consultants, LLP.

Finance Director Gallegos informed that there were issues with the audit cost regarding the Housing Department Audit and recommended continuing Business Item #4. Finance Director Gallegos advised that re-negotiations would take place with the consultants and would bring the contract renewal back to Council for approval.

Councilor Howell asked if RPC Consultants were the only bidders on the RFP and asked if they were the lowest on the bid.

Finance Director Gallegos advised that there were several auditors that bid on the RFP and explained that they were not the lowest however RPC Consultants Firm was the most qualified.

City Manager Martinez informed that the procurement code allowed to negotiate price and added that they were the most qualified therefore they would go back and re-negotiate the price.

Councilor Gurule-Giroń made a motion to continue the 2016 Audit renewal contract with RPC CPAs + Consultants, LLP for the next council meeting. Councilor

Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
Tonita Gurule-Giroń	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

5. Approval/Disapproval to renew ambulance contract with Superior Ambulance.

Fire Chief Phillip Mares advised that Superior Ambulance was awarded contract for emergency ambulance services on February 13, 2013. Approval is needed for annual renewal. This is the last year for renewal on contract #2623-13.

Discussion took place on the limited ambulance providers in the Las Vegas area.

Councilor Gurule-Giroń asked what the City paid Superior Ambulance for their services.

Fire Chief Mares advised that the City pays Superior \$200,000.00 a year for their ambulance services.

Councilor Howell asked Fire Chief Mares what his thoughts were regarding the Fire Department taking over ambulance services.

Fire Chief Mares advised that it would be a major commitment from the Governing Body and would certainly be over \$200,000.00 and would be very costly.

Discussion took place on several issues regarding the City of Las Vegas Fire Department taking on ambulance services.

Councilor Casey clarified that the contract with Superior ambulance stated that the cost was \$175,000.00 annually and \$14,583.33 a month.

Councilor Casey had concerns pertaining to the language on the contract in relation to ambulance interference in the City and the delays in non-emergency

out of town transfer situations and questioned who made the determination between non-emergency and emergency situations.

Fire Chief Mares informed that this conflict had been occurring and added that he had met with Hospital staff on the issues. Fire Chief Mares explained the process of the attending physician requesting transfers. Fire Chief Mares advised that the Fire Department frequently experiences lapse of services from other agencies at the time of services needed.

Councilor Casey also had concerns regarding the intermediate supplemental ambulance service and requested a rate schedule of ambulance fees due to the excessive ambulance fees charged to the patient.

Fire Chief Mares informed that the intermediate service did not occur on a regular basis and advised that the fees were regulated by the PRC and would obtain a rate fee schedule.

Councilor Howell recommended to Fire Chief Mares to consult with Superior Ambulance staff regarding the concern of their ambulance speeding on Dalbey Street.

Fire Chief Mares advised that he would address the issue with Superior Ambulance staff.

Councilor Casey made a motion to approve to renew ambulance contract with Superior Ambulance. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Tonita Gurule-Giroń	Yes	Vincent Howell	Yes
Barbara A. Casey	Yea	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

COUNCILOR’S REPORTS

Councilor Casey had an update regarding Mrs. Dominguez and advised that she would be meeting with the engineer on the sewage issues and thanked City Manager Martinez for arranging the meeting.

Councilor Howell advised that he had been receiving calls from citizens in Ward 2, pertaining to meeting with City Manager Martinez on sewage issues.

City Manager Martinez informed Councilor Howell that he would meet with any individuals, who would contact his office to discuss sewage issues and would include Utilities Director Garcia and Waste Water Manager Marquez as well.

Mayor Ortiz, Jr. advised that he was pleased with the productive meeting and hoped that everyone would continue to work together on problems and resolving issues.

EXECUTIVE SESSION

City Manager Martinez advised there was no need to go into Executive Session.

ADJOURN

Councilor Gurule-Giroń made a motion to adjourn. Councilor Casey seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara A. Casey	Yes
Tonita Gurule-Giroń	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**GENERAL FUND REVENUE COMPARISON
THRU MARCH 31, 2016 75% OF YEAR LAPSED (9 of 12 months)
FISCAL YEAR 2016**

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2016 % REV
	A	B	C	D	E	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	
PROPERTY TAX	1,350,000	1,350,000	1,012,500	1,391,886	996,277	74%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	2,662,500	3,372,528	2,622,803	74%
FRANCHISE TAX	800,000	800,000	600,000	845,587	590,410	74%
GROSS RECEIPT TAX .75	2,585,000	2,585,000	1,938,750	2,219,100	1,687,362	65%
1/8 INFRASTRUCTURE	350,000	350,000	262,500	337,769	264,249	75%
GRT .25 (JAN 2011)	680,000	680,000	510,000	664,189	522,757	77%
GRT -HOLD HARMLESS (JULY 2016)	-	(85,000)	-63,750	-	-	0%
LICENSE & FEES	63,000	72,300	54,225	59,636	56,202	78%
INTERGOVERNMENTAL	65,000	66,000	49,500	71,506	56,372	85%
LOCAL-FINES	87,400	62,100	46,575	71,177	45,476	73%
LOCAL-MISC	1,657,930	1,649,530	1,237,148	1,699,180	1,330,453	81%
TOTAL	11,188,330	11,079,930	8,309,948	10,732,558	8,172,361	74%

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

**GENERAL FUND EXPENDITURE COMPARISON
THRU MARCH 31, 2016 75% OF YEAR LAPSED (9 of 12 months)
FISCAL YEAR 2016**

	<u>Total Budget to Actual Comparison</u>						H (E/B) % BDGT
	A	B	C	D	E	F	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	
JUDICIAL	281,456	282,087	211,565	288,156	208,231	73,856	74%
EXECUTIVE	479,970	480,602	360,452	440,030	328,544	152,058	68%
ADMINISTRATION	253,986	247,913	185,935	210,082	183,563	64,350	74%
CITY ATTORNEY	206,938	213,770	160,328	214,297	163,206	50,564	76%
PERSONNEL/HR	253,741	274,354	205,766	258,657	214,005	60,349	78%
FINANCE	572,076	569,608	427,206	541,037	414,435	155,173	73%
COMMUNITY DEV.	466,064	567,364	425,523	435,919	333,770	233,594	59%
POLICE	4,072,107	3,928,874	2,946,656	3,562,200	2,551,030	1,377,844	65%
CODE ENFORCEMENT	167,755	168,661	126,496	129,052	88,783	79,878	53%
ANIMAL SHELTER	129,000	133,690	100,268	133,687	91,022	42,668	68%
FIRE	1,320,485	1,276,366	957,275	1,162,726	896,953	379,413	70%
PUBLIC WORKS/AIRPORT	705,474	492,606	369,455	579,481	328,271	164,335	67%
PARKS	0	305,020	228,765	0	121,094	183,926	40%
AIRPORT	120,476	0	0	84,281	0	0	0%
LIBRARY	198,041	201,256	150,942	189,396	140,746	60,510	70%
MUSEUM	183,146	192,888	144,666	135,221	93,191	99,697	48%
GENERAL SERVICES	2,509,609	2,649,000	1,986,750	2,013,579	1,451,331	1,197,669	55%
SALARY CONTINGENCY	80,000	50,000	37,500	0	0	50,000	0%
TRANSFERS	355,128	505,058	378,794	355,128	378,642	126,416	75%
TOTAL	12,355,452	12,539,117	9,404,338	10,732,929	7,986,817	4,552,300	64%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU MARCH 31, 2016 -75% OF YEAR LAPSED 9 OF 12 MONTHS
FISCAL YEAR 2016**

	A	B	C	D	E	G (E/B)
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	100,000	75,000	91,337	86,989	87%
OPEN SWIM	10,000	0	0	504		0%
YAFL	8,000	6,000	4,500	4,472	2,030	34%
YABL	18,000	20,000	15,000	21,284	19,011	95%
SUMMER FUN PROGRAM	30,000	20,000	15,000	20,092	3,193	16%
RECREATION-OTHER	45,300	49,000	36,750	52,227	21,174	43%
GEN FUND TRANSFER	450,000	400,000	300,000	450,000	299,880	75%
TOTAL	676,300	595,000	446,250	639,916	432,277	73%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU MARCH 31, 2016 -75% OF YEAR LAPSED 9 OF 12 MONTHS
FISCAL YEAR 2016**

	A	B	C	D	E	F	H (E/B) %
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	681,723	552,495	414,371	525,338	415,942	136,553	75%
YAFL	2,500	3,500	2,625	3,791	2,964	536	85%
YABL	5,850	6,630	4,973	2,853	5,307	1,323	80%
OTHER OPERATING EXP.	85,750	66,610	49,958	63,826	45,187	21,423	68%
CAPITAL OUTLAY	4,500	4,000	3,000	5,129	2,206	1,794	55%
TOTAL	780,323	633,235	474,926	600,937	471,606	161,629	74%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU MARCH 31, 2016 -75% YEAR LAPSED (9 of 12 months)
FISCAL YEAR 2016**

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	
WASTE WATER (610)	2,761,000	2,826,738	2,120,054	2,746,113	2,122,732	75%
NATURAL GAS (620)	5,522,000	5,673,000	4,254,750	5,466,778	3,974,142	70%
SOLID WASTE (630)	3,133,500	3,547,294	2,660,471	3,102,767	2,538,689	72%
WATER (640)	4,602,850	4,742,650	3,556,988	4,631,871	3,700,246	78%
Total of Enterprise Funds	16,019,350	16,789,682	12,592,262	15,947,529	12,335,809	73%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU MARCH 31, 2016 -75% YEAR LAPSED (9 of 12 months)
FISCAL YEAR 2016**

	<u>Budget to</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	
WASTE WATER(610)	2,761,000	2,663,075	1,997,306	2,627,866	1,788,257	874,818	67%
NATURAL GAS (620)	5,522,000	6,178,945	4,634,209	5,251,844	3,680,429	2,498,516	60%
SOLID WASTE (630)	3,091,854	3,330,517	2,497,888	2,802,509	2,061,771	1,268,746	62%
WATER (640)	4,941,528	6,800,813	5,100,610	4,506,829	4,917,983	1,882,830	72%
Total of Enterprise Funds	16,316,382	18,973,350	14,230,013	15,189,048	12,448,440	6,524,910	66%

**HOUSING DEPARTMENT-REVENUE COMPARISON
THRU MARCH 31, 2016-75% OF YEAR LAPSED (9 of 12 months)
FISCAL YEAR 2016**

	A	B	C	D	E	G
	FY 2015	FY 2016	FY 2016	FY 2015	FY 2016	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	% REV
DWELLING RENT	390,000	430,000	322,500	406,726	396,553	92%
OPERATING SUBSIDY	624,600	660,000	495,000	631,260	448,459	68%
HOUSING-OTHER INCOME	8,300	9,800	7,350	8,013	5,111	52%
TRANSFERS IN (CFP FUNDS)	263,009	214,535	160,901	62,855	212,032	99%
TOTAL	1,285,909	1,314,335	985,751	1,108,854	1,062,155	81%

(Other income includes: interest, late fee charges and unit repair materials)

**HOUSING DEPARTMENT- EXPENDITURE COMPARISON
THRU MARCH 31, 2016-75% OF YEAR LAPSED (9 of 12 months)
FISCAL YEAR 2016**

	A	B	C	D	E	F	H
	FY 2015	FY 2016	FY 2016	FY 2015	FY 2016	FY 2016	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	666,676	660,702	495,527	533,316	503,125	157,577	76%
OPERATING EXP.	619,233	695,712	521,784	418,040	408,329	287,383	59%
TOTAL	1,285,909	1,356,414	1,017,311	951,356	911,454	444,960	67%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/20/16 **DEPT:** Finance **MEETING DATE:** 04/27/16

ITEM/TOPIC: 2016 Audit Contract

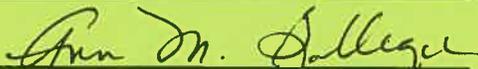
ACTION REQUESTED OF COUNCIL: Approval/disapproval

BACKGROUND/RATIONALE: The City of Las Vegas requested audit proposals for the 2015, 2016, and 2017 Audits. This is the second year of a three year proposal with RPC CPAs + Consultants, LLP.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

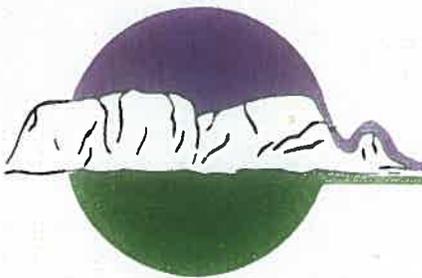

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



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

IPA Recommendation Form for Audits

(Please print on your agency's letterhead)

- ❖ Complete the audit contract (including obtaining the IPA's signature) and submit it to the Office of the State Auditor with this form by the deadline indicated at 2.2.2.8(G)(6)(c).

I. Agency Contact Information

Name of Agency: City of Las Vegas
 Address of Agency: 1700 North Grand Avenue, Las Vegas, New Mexico 87701
 Phone # of Agency: 505-426-3251 FAX# of Agency 505-425-7335
 City: Las Vegas (State: NM) Zip: NM - 87701 Web Site Address: lasvegasnm.gov

Agency Head Contact Information

Name of Agency Head: Elmer J. Martinez Title of Agency Head: City Manager
 E-mail address of Agency Head: ejmartinez@ci.las-vegas.nm.us

Agency Contact Information

Name of Agency Contact: Ann M. Gallegos Title of Agency Contact: Finance Director
 Phone # of Agency Contact: 505-426-3251 FAX# of Agency Contact 505-425-7335
 E-mail address of Agency Contact: amgallegos@ci.las-vegas.nm.us

Note: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II. Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.E(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. By signing the signature page, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract.

Name of IPA Firm:
RPC CPAs + Consultants, LLP
 Phone # 505-883-2727 Fax: 505-884-6719 E-mail _____
 Address: 2700 San Pedro NE, Albuquerque, New Mexico 87110

Note: If there is a change in the On-Site Manager, the Office of the State Auditor must be notified in writing.

III. Important Dates

For which Fiscal Year (FY) is this recommendation being made: 2016
 Estimated Audit Start Date July 15, 2016 Estimated Completion Date December 15, 2016

IV. Single Audit Requirement

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$500,000 or more of federal funds:

- My agency procured an annual financial and compliance audit without a Single Audit.
- My agency procured an annual financial and compliance audit with a Single Audit.

V. Multi-Year Certification

Please check the appropriate box below:

- This is a multi-year award and this request applies to the 2nd year of a 3 year Proposal.
 This is a one year procurement award for only the fiscal year indicated in Section III.

VI. Fee and Hour Breakdown

Category	The first year of our 3-year procurement was FY 20 <u>15</u> (or use just these columns for one-year procurement)		The second year of our 3-year procurement was FY 20 <u>16</u>		The third year of our 3-year procurement was FY 20 <u>17</u>	
	Year 1 Hours	Year 1 Cost	Year 2 Hours	Year 2 Cost	Year 3 Hours	Year 3 Cost
Financial Statement Audit	465	\$ 48,825.00	465	\$ 48,825.00	465	\$ 48,825.00
Financial Statement Preparation	80	\$ 8,400.00	80	\$ 8,400.00	80	\$ 8,400.00
Federal Single Audit	85	\$ 8,925.00	85	\$ 8,925.00	85	\$ 8,925.00
Other allowed non-audit services						
Component Units	150	\$ 15,350.00	95	\$ 9,721.00	95	\$ 9,721.00
Other						
SUBTOTAL		\$ 81,500.00		\$ 75,871.00		\$ 75,871.00
Gross Receipts Tax		\$ 6,639.00		\$ 6,180.00		\$ 6,180.00
TOTAL	780	\$ 88,139.00	725	\$ 82,051.00	725	\$ 82,051.00

SIGNATURE PAGE

I hereby certify that all the information submitted in this recommendation is true, accurate and complete to the best of my knowledge. Furthermore, I also hereby certify that, to the best of knowledge, my agency complied with applicable provisions of the New Mexico Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) and the Audit Rule (2.2.2 NMAC) in the procurement of the IPA and recommendation to the State Auditor. Finally, I hereby attest that I have the authority to certify the information submitted in this recommendation on behalf of the agency.

Agency Head/Designee: _____ Elmer J. Martinez
(Signature) (Print Name)
City Manager

(Title and Date)

Contract Data Form for Audits

Information saved successfully

Please enter all contract information below. If not applicable, please put N/A in the field.

I. Agency Contact Information

Agency Type

Local Public Body (LPB) - Do Not Qualify For Tiered System

Name Of Agency

City of Las Vegas

Address Of Agency

1700 North Grand Avenue

Phone # Of Agency

(505) 426-3251

Fax # Of Agency *Optional*

(505) 425-7335

City

Las Vegas

State

NM

Zip

87701

Web Site Address *Optional*

www.lasvegasnm.gov

Agency Head Contact Information

Name Of Agency Head

Elmer J. Martinez

Title Of Agency Head

City Manager

Email Address Of Agency Head

ejmartinez@ci.las-vegas.nm.us

Agency Contact Information

Name Of Agency Contact

Ann M Gallegos

Title Of Agency Contact

Finance Director

Phone # Of Agency Contact

505-426-3251

Fax # Of Agency Contact *Optional*

505-425-7335

Email Address Of Agency Contact

amgallegos@ci.las-vegas.nm.us

Note: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II. Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.E(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. By signing the signature page, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract

On-Site Manager Name	Robert Cordova, CPA	Name Of IPA Firm	RPC CPAs + Consultants, LLP
Phone #	505-883-2727	Fax # Optional	505-884-6719
E-Mail Address	rcordova@rpcllp.com		

III. Important Dates

For Which Fiscal Year (FY) Is This Recommendation Being Made: 2016

IV. Single Audit Requirement

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$750,000 or more of federal funds):

- My agency procured an annual financial and compliance audit without a Single Audit.
- My agency procured an annual financial and compliance audit with a Single Audit.

V. Multi Year Certification

Please check the appropriate box below:

- This is a multi-year award.
- This is a one year procurement award for only the fiscal year indicated in Section III.

This request applies to the chosen year of a multi-year proposal:

- Year 1 Year 2 Year 3

VI. Fee and Hour Breakdown

Do not use commas - numbers only

Category	[Year 1] Hours	[Year 1] Cost	[Year 2] Hours	[Year 2] Cost	[Year 3] Hours	[Year 3] Cost
Financial Statement Audit	465	\$48,825.00	465	\$48,825.00	465	\$48,825.00
Financial Statement Preparation	80	\$8,400.00	80	\$8,400.00	80	\$8,400.00
Federal Single Audit	85	\$8,925.00	85	\$8,925.00	85	\$8,925.00
Other allowed non-audit services						

Category	[Year 1] Hours	[Year 1] Cost	[Year 2] Information saved successfully	[Year 2] Cost	[Year 3] Hours	[Year 3] Cost
		\$0.00		\$0.00		\$0.00
Component Units	150	\$15,350.00	95	\$9,721.00	95	\$9,721.00
Other		\$0.00		\$0.00		\$0.00
SUBTOTAL		[\$] 81,500.00		[\$] 75,871.00		[\$]75,871.00
Gross Receipts Tax		\$6,639.00		\$6,180.00		\$6,180.00
TOTAL	780	[\$] 88,139.00	725	[\$] 82,051.00	725	[\$]82,051.00

For The Current Fiscal Year, Total Amount Payable Including New Mexico Receipts Tax And Expenses, Shall Not Exceed:

\$82,051.00

Additional Information

Agency Contract Reference Number *Optional*

Number Of Copies To Be Delivered By The Contractor To The Agency

15

This Contract is made effective as of the date of the signature of the Office of the State Auditor.

Agency

Name: _____

By: _____

Title: _____

Date: _____

Contractor

Name: _____

By: _____

Title: _____

Date: _____

This Contract has been approved by: Office of the State Auditor

By: _____

Title: Deputy State Auditor

Date: _____

! Information saved successfully

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/20/16 **DEPT:** Finance **MEETING DATE:** 04/27/16

ITEM/TOPIC: Resolution #16-19 Budget Adjustment Resolution

ACTION REQUESTED OF COUNCIL: Approval/disapproval

BACKGROUND/RATIONALE: The City of Las Vegas is requesting authorization to increase or decrease the FY2016 Budgeted Revenues, Expenditures, Transfers to or Transfers from various funds..

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 16-19

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2016; and

WHEREAS, said budget adjustments were developed on the basis of an increase in revenues and expenditures, transfers in/or out in various funds; and

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2016 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2016;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS 27th DAY OF April 2016.

Mayor

ATTEST:

Casandra Fresquez, City Clerk

Reviewed and Approved as to Legal Sufficiency Only:

Dave Romero, City Attorney

CITY OF LAS VEGAS
RESOLUTION 16-19

Resolution

16-19 Fund

Revenues

Transfers

Expenditures

297 Drug Eradication Grant

6,000

\$ 6,000

Overtime-Police Department

Total

\$ 6,000

\$ - \$ -

\$ 6,000

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/21/16

DEPT: Community Development

MEETING DATE: 4/27/16

ITEM/TOPIC: Recommendation to amend Agreement #3084-15 with the Las Vegas/San Miguel Chamber of Commerce (LVSMCC) to include hospitality training services.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of recommendation to amend Agreement #3084-15 with the Las Vegas/San Miguel Chamber of Commerce (LVSMCC) to include hospitality training services.

BACKGROUND/RATIONALE: The LVSMCC wishes to remove the Retail Marketing Initiative deliverable from the current scope of work which reads, "Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens, and veterans." The New Mexico Highlands University Athletics Department has introduced a similar app, thus, the LVSMCC, to avoid duplication, is proposing alternative deliverables. The LVSMCC is requesting the addition of hospitality training services, as well as staff support at the City of Las Vegas Visitor Center. The amount paid to the LVSMCC for services during the current contract period will not change.

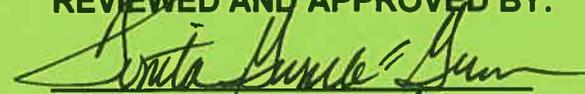
STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**AMENDMENT TO AGREEMENT #3084-15
WITH THE LAS VEGAS/SAN MIGUEL CHAMBER OF COMMERCE**

Addendum to Agreement #3084-15 entered into this _____ day of _____, 2016, and effective July 1, 2015, thru June 30, 2016, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and the Las Vegas/San Miguel Chamber of Commerce (LVSMCC), a New Mexico non-profit exempt under Section 501(c)6, hereinafter called the "Contractor."

WHEREAS, on August 7, 2015, the City entered into an Agreement with the Contractor for the purpose of strengthening the local economy, promoting a healthy business climate, serving as a voice for local businesses and supporting the civic welfare of Las Vegas; and

WHEREAS, the Contractor wishes to amend the August 7, 2015, Scope of Work by removing Section Six: Retail Marketing Initiative which reads, "Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens, and veterans;" and

WHEREAS, the New Mexico Highlands University Athletics Department has introduced a similar community app and, to avoid duplication, the Contractor has requested such amendments to the Scope of Work; and

WHEREAS, the Contractor wishes to replace Section Six of the Agreement with Hospitality Training Services, as well as staff support at the City of Las Vegas Visitor Center.

NOW THEREFORE, the parties agree as follows:

1. Section Six: Retail Marketing Initiative will be removed from the Scope of Work and will be replaced with the following language:

Hospitality Training Services – Contractor will take the lead in developing hospitality training services to be made available to local businesses servicing Las Vegas tourism. Contractor shall coordinate all hospitality initiatives with the City's Event Planner/Film Liaison. Contractor shall become a member of the New Mexico Hospitality Association no later than May 16, 2016, and shall coordinate services when applicable. Contractor shall conduct a customer service training no later than June 16, 2016. Contractor shall contact all Las Vegas restaurants, motels/hotels, and service stations to identify businesses interested in participating in the training. The training should encourage cross-promotion of tourist services in Las Vegas and San Miguel County. Contractor shall develop and provide to participating businesses customer service surveys specific to restaurants, motels/hotels, and service stations; this will provide feedback for management before and after participation in the training.

2. Section Seven: Visitor Services will include the following additional language:

Contractor shall be available to assist at the City of Las Vegas Visitor Center (during LVSMCC business hours) in the absence of Visitor Center staff and during peak traffic hours (e.g. special events).

3. All of the provisions of the August 7, 2015, Agreement not inconsistent herewith shall remain in full force and effect thru June 30, 2016.

SIGNED:

Richard Trujillo, City Manager

Las Vegas/San Miguel Chamber of Commerce

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

H. Chico Gallegos, City Attorney

**CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS/SAN MIGUEL CHAMBER OF COMMERCE**

This contract entered into this 7 day of UNION, 2015, and effective July 1, 2015, thru June 30, 2016, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Las Vegas/San Miguel Chamber of Commerce, a New Mexico non-profit corporation exempt under Section 501(c)(6), hereinafter called the "Contractor."

WHEREAS, the Contractor's mission is to strengthen the local economy through leadership, promote a healthy business climate, serve as a voice for business in community affairs and support the civic welfare of Las Vegas.

WHEREAS, the Contractor has established the following goals:

- Support economic development efforts, to include encouraging new business and promoting existing businesses
- Implement a Shop Local Campaign that educates the consumer on why this is important
- Promote opportunities and market Las Vegas as a meeting and visitor destination
- Promote awareness of Las Vegas as a film location
- Provide support for tourism efforts and assist the service industry in meeting tourism needs
- Increase awareness of the Chamber, meet the needs of investors, and foster unity and cohesiveness within the business community, educational institutions and government

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 twelve (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 and \$7,500 in in-kind services (office space, to include utilities, and use of Train Depot conference room when available).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under I. Scope of Work below) has been completed and services provided the City according to the schedule indicated below. Invoices shall include (i) 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:

Initial: TR
Date: 8-2-15

I. SCOPE OF WORK

1. **Membership Drive:** Contractor shall present a board approved membership package plan and shall have a minimum of one hundred (100) new/recurring members by the end of the contract period.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

2. **Outreach Events:** Contractor shall organize one (1) event monthly, such as Business After Hours, Open House, Ribbon Cutting or Community Outreach Event.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

3. **Event Facilltation:** Contractor shall participate in the transition of components of the 4th of July Fiestas, to include the Reina Coronation/Dance and 4th of July Parade. Contractor shall coordinate efforts with the City's Event & Marketing Manager and shall designate a board member to sit on the City's Fiesta Oversight Committee.

Contractor will assist with conference/convention facilitation, to include visitor packet preparation, registration booth assistance, lodging coordination, etc.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

4. **Electronic and Media Communication:** Contractor shall maintain an updated website that includes the mission and goals of the organization, membership package information, news and local events (Coordinate with City to utilize link to City's event calendar).

Contractor shall coordinate with the City to add a Las Vegas/San Miguel Chamber of Commerce link on the City's tourism website.

Contractor shall circulate a quarterly newsletter utilizing a mass mailing system that allows readers to sign-up on the Las Vegas/San Miguel Chamber of Commerce website.

Contractor shall maintain a social media marketing campaign that must include both Facebook and Twitter and shall make regular updates, to include events, announcements, business promotion, etc.

Contractor will be a part of at least two (2) local radio programs per month to promote local businesses.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

5. **Direct Mail:** Contractor will respond to requests for community and business related information and relocation information via e-mail, phone and mail, and will refer inquiries to community businesses as appropriate. Contractor will maintain detailed records of requests and referrals.

a. Contractor shall report quarterly on the status of the deliverable (See Section III)

Initial: FL
Date: 4-7-15

6. **Retail Marketing Initiative:** Contractor will organize a local discount app to be utilized by area college students, as well as conference attendees, senior citizens and veterans.

a. *Contractor shall report quarterly on the status of the project (See Section III)*

7. **Visitor Services:** Due to the proximity of the Contractor to the City of Las Vegas Visitor Center, the Contractor will coordinate services with Visitor Center staff to ensure there is no duplication of services.

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work through a collaborative effort between public and private sectors that could include the Las Vegas/San Miguel Economic Development, Inc., MainStreet de Las Vegas, local Veteran/Senior Citizen organizations, Big Brothers Big Sisters, etc. With consideration to all aspects of the Scope of Work, Contractor will act as a "Brand Champion," promoting Las Vegas' brand *New Adventures Down Old Trails*.

III. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not 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. Contractor shall present the quarterly report to the governing body at the next available meeting following submission to the Community Development Department.

IV. PAYMENT

Payment to the Contractor shall be quarterly in the amount of eight thousand seven hundred and fifty dollars (\$8,750.00) each quarter. The first payment is due with a signing of the contract and shall be deemed to cover the period from July 1, 2015, to September 30, 2015. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for \$8,750.00 with each quarterly report. The first such report shall be submitted on July 1, 2015. 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/progress of this Contract. Payment will be made to the Contractor within ten (10) days of the approval of invoices.

Office space, to include utilities, and use of the Train Depot Conference Room (must be prearranged with Depot staff) will be provided as in-kind by the City totaling \$7,500 (\$625/month).

V. 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.

Initial: JK
Date: 5-7-15

VI. HOLD HARMLESS

Contractor 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, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or 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 Contractor and its employees for acts or omissions of the Contractor and City or its employees, officers or agents.

VII. DISCLOSURE TO THE CITY

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

VIII. NO FINANCIAL INTEREST

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

IX. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Provider's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

X. POLITICAL ACTIVITY

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

Initial: GR
Date: 8-7-15

XI. ASSIGNMENT

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

XII. SUBJECT TO LAWS

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

XIII. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

IXV. JURISDICTION

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

XV. TERMINATION

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

XVI. ENTIRE AGREEMENT

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

Initial:
Date: 7.15

XVII. AMENDMENT

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

XIII. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement 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.

XIX. INDEMNIFICATION

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney 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.

XX. NOTICES

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

XXI. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that 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.

XXII. 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 the Contractor sixty (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 at least sixty (60) days prior to the anniversary date.

XXIII. APPEAL

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

Initial: *gd*
Date: 4-7-15

PASSED, APPROVED AND ADOPTED this 29 day of November, 2015.

Alfonso E. Ortiz, Jr.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Cassandra Fresquez
Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

DAVE ROMERO
Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez
Elmer J. Martinez, City Manager

[Signature]
Las Vegas/San Miguel Chamber of Commerce

Initial: _____
Date: _____

SIGNED:

Elmer J. Martinez, City Manager

Las Vegas/San Miguel Chamber of Commerce

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4-20-16 DEPT: Public Works MEETING DATE: 4-27-16

ITEM/TOPIC: Approval/Disapproval of the purchase of Road Maintenance Equipment

ACTION REQUESTED OF COUNCIL: *Approval of the purchase Road Maintenance Equipment*

BACKGROUND/RATIONALE: : City streets are in dire need of repair and maintenance, and the combination of the 1) Asphalt Zipper 2) Caterpillar AP255E Paving Machine and 3) MT600 Mauldin Hot Tack sprayer will help provide the necessary tools to effectively and efficiently attempt to alleviate many basic issues related to street repair and maintenance. The total cost of the equipment is \$260,016.00 (Asphalt Zipper - \$131,290.00, Caterpillar AP255E - \$105,654.00, and the Mauldin MT600 - \$23,072.00)

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

SM10-14

Date Prepared:

4/6/2016

This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4568. Please type or print legibly.

Buying Agency:	City of Las Vegas, NM	Contractor:	Asphalt Zipper, Inc.
Contact Person:	Martin Gonzales	Prepared By:	Steve Christensen
Phone:	505-454-1401	Phone:	888-947-7378
Fax:		Fax:	801-847-3250
Email:	mgonzales@ci.las-vegas.nm.us	Email:	steve@asphaltzipper.com

Product Code:	01AD3	Description:	AZ500-B173
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 109,490

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Asphalt Zipper AZ500-B173, 173hp John Deere Tier 3 Engine, 48" Standard Cutter Head, DOT Certified Trailer Universal Bucket Mount System (Patent), Hydraulic Top Opening Hatch & depth Control, pressurized belt tensioning, Remote Control Delivery, Warranty, Training.			
01AE3 48" Containment System (Grind Box)	11000		
		Subtotal From Additional Sheet(s):	
		Subtotal B: 11000	

C. Unpublished Options - Itemize below - Attach additional sheet if necessary (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade to 203 hp Cummins Tier 3 695 Pounds Torque Engine, 300 Gallon Water System	10800		
		Subtotal From Additional Sheet(s):	
		Subtotal C: 10800	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 9%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	131290	-	Subtotal D:	131290
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
		Subtotal E: 0	

Delivery Date: **F. Total Purchase Price (D+E):** 131290

Martin Gonzales

From: Steve Christensen Asphalt Zipper [schristensen@asphaltzipper.com]
Sent: Wednesday, April 06, 2016 9:06 AM
To: mgonzales@ci.las-vegas.nm.us
Subject: HGAC Contract Pricing Worksheet
Attachments: Las Vegas HGAC AZ500-B203.pdf

Martin,

Attached is the HGAC Contract Pricing Worksheet for the AZ500-B203. This is the same model that Bryan demonstrated with the addition of a 300-gallon water tank system. It has the 203-hp Cummins engine, the remote control, the grind box attachment, the hydraulic hatch for bit maintenance, and all of the other features that Bryan showed you. In addition, it also comes with the DOT dual axle trailer.

Let me know what else you might need.

Steve Christensen
Regional Sales Manager
Asphalt Zipper
801-847-3208 Direct
801-368-8446 Cell
www.asphaltzipper.com

steve@asphaltzipper.com



A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS
Houston, Texas
AND
CLOSER EQUIPMENT CO., INC.
Schertz, Texas

SEP 23 AM 8:42

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Closer Equipment Co., Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 21910 FM 2252, Schertz, Texas 78154.

ARTICLE 1:

SCOPE OF SERVICES

The parties have entered into a Street Maintenance Equipment Contract to become effective as of October 1, 2014, and to continue through September 30, 2016 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Street Maintenance Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Street Maintenance Equipment through the H-GAC Contract to END USERS.

ARTICLE 2:

THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:SM10-14, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:SM10-14, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:

LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:

APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:

INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payroll and claims arising therefrom.

ARTICLE 6:

END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgment is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control (examples: a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

CONTRACTOR INFORMATION

ATTENTION H-GAC Contractor:

The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below, and thereafter, return this form to the address indicated.

CONTRACTOR: Closner Equipment Co., Inc.

CONTRACT #: SM10-14

Purchase Order Address:

Contact Name: Connie Furillo
Address: PO Box 917
Schertz TX 78154
City State Zip Code
Telephone No. 210-732-2131
Email Address: Connie.furillo@closner.com
Fax No. 210-732-0704

Section I

Invoice Address:

Contact Name: Connie Furillo
Address: PO Box 917
Schertz TX 78154
City State Zip Code
Telephone No. 210-732-2131
Email Address: Connie.furillo@closner.com
Fax No. 210-732-0704

CONTRACT INFORMATION:

Indicate the person (s) authorized to sign contracts, requests for contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

Section II

1. Printed Name of Signatory: G. Bennett Closner
Corporate Title: President
Tel. No. 210-732-2131
Fax No. 210-732-0704
Email Address: bennett@closner.com

2. Printed Name of Signatory: Tim Haecker
Corporate Title: Controller
Tel. No. 210-732-2131
Fax No. 210-732-0704
Email Address: timhaecker@closner.com

SALES CONTACT INFORMATION

Person who End Users will contact for product information and pricing quotes.

Contact Name: Connie Furillo Title: Inside Sales & Traffic Manager
Address: PO Box 917 Schertz TX 78154
Street City State Zip Code
Telephone No.: 210-732-2131 Fax No.: 210-732-0704
Mobile #: _____ Email Address: Connie.furillo@closner.com
(Optional)

Section III

Contract Return Information

Mailing Address
Cooperative Purchasing Program
P.O. Box 22777
Houston, TX 77027-7727-2777

Physical Address: (For Couriers, Fed-Ex, UPS etc.)
Cooperative Purchasing Program
3555 Timmons Lane, Suite 120
Houston, TX 77027

Revised 3/31/10









Quote 148682-01

April 7, 2016
CITY OF LAS VEGAS PBLC WRKS

1700 NORTH GRAND AVE
LAS VEGAS,, NM 87701

Attention: MARTIN GONZALES

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: AP255EQ Paving

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **HOURS:**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,

David Cooper
Sales Representative
Wagner Equipment Co.

CATERPILLAR Model: AP255EQ Paving**STANDARD EQUIPMENT**

POWERTRAIN - CAT C2.2, 4-cylinder, diesel natural - aspirated engine, 34.1 kW (46HP) - EPA Tier IVa/EU stage IIIB certified - Air cleaner, dry-type dual element with - integral precleaner - Fuel filter / water separator - Fuel priming pump, manual - Hydrostatic propel system - Positive brake - Propel modes, Pave/Travel - Speed control system - Single speed planetaries - Two-speed motors (2) - Muffler, bolted stainless steel stack - Steel Track undercarriage - Crawlers, rubber bonded shoes - Crawlers, rubber bonded shoes - Shock absorption system - Tensioning, via two grease pistons -

ELECTRICAL - Alarm, back-up - Alternator, 65-amp - Battery, 12V, maintenance free, 750 CCA - Engine start switch with auto preheat - Floodlamp, halogen - Generator, belt driven, 12 kW - 240 VAC - Horn, forward warning - Starting and charging system, 12V - Beacon ready -

OPERATOR ENVIRONMENT - Control Console - Propel lever with speed control dial - Screed control - Steering wheel - Toggle switches - Warning indicators - Hour meter - Lockable vandalism guards - Operator presence micro-switch - Platform, handrails/guardrails - Power assist steering - Throttle control, manual, variable

APPLICATION SPECIFIC COMPONENTS - Adjustable height augers, hydraulic - Cast Ni-hard steel, split segment, - 260 mm (10.2 in) diameter - Electronic auger/feeder control system - Independent left and right auger control - Paddle sensor ready - Reversible augers and conveyor - Variable speed - Heavy-duty feeder flight bars - High-hardness, abrasion resistant drag - pans, replaceable - Hopper, 3.1 cu.m. (110 cu.ft.) capacity - with rubber belting flashing - Independent hopper wing control - Manual raise hopper apron - Outboard feeder drive - Remote mounted bearing lube points -

FLUIDS - Extended Life Coolant with protection - to -34c (29F)

OTHER STANDARD EQUIPMENT - Doors, service access, hinged, locking - Ecological washdown tank and pump - 17.2L (4.5 gal) - Fuel tank with sediment drain, - 65L (17.2 gal) - Push rollers - Sight gauges (engine coolant, air filter - restriction indicator) - Sound-suppression - Spray down hose - Steering guide (1) - Tow point indicator scales - Vandalism protection caplocks -

MACHINE SPECIFICATIONS

AP255E ASPHALT PAVER DCA2
363-7400 AP255E ASPHALT PAVER
421-9194 ENGINE
382-2682 INSTRUCTIONS, UNIVERSAL
382-2672 INSTRUCTIONS, UNIVERSAL
381-0710 POWER SUPPLY, 110V
375-8880 SCREED, AS3143
472-2397 CONTROL, AUGER, SONIC SENSOR
472-2398 CTL, CONVEYOR, SONIC SENSOR
LANE 1 ORDER
INSTRUCTIONS, ENGLISH
COMMISSIONING, NOT NEEDED
INSTRUCTIONS, U.S.
INSTRUCTIONS, U.S.
PACK, MISCELLANEOUS MATERIAL
PACKING, CONTAINER
CONTROL, GRADE, MECHANICAL
CENTRAL PAVING WIDTH REDUCTION
CONTROL, AUGER, PADDLE SENSOR
CTL, CONVEYOR, PADDLE SENSOR

Sell Price	\$105,654.00
Total After Tax Balance	\$105,654.00

WARRANTY & COVERAGE

Standard Warranty: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)

Extended Coverage: 3 Year / 5000 Hour Powertrain Extended Coverage Plan

F.O.B/TERMS:
Albuquerque

Contract Award
RFP 032515 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES** the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Caterpillar Inc.

Date: 10 MAR 15

Company Address: 100 NE Adams Street

City: Peoria State: IL. Zip: 61629

Contact Person: Mike Hynes Title: Governmental Account Manager

Authorized Signature (ink only):

A handwritten signature in ink, appearing to read "Mike Hynes", is written over a horizontal line.

Mike Hynes

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 | HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Caterpillar, Inc
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 032515-CAT

NJPA Authorized signature: [Signature] Scott Veroren
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 032515-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CATERPILLAR INC.

Vendor Authorized signature: [Signature] MIKE HYNES
(Name printed or typed)

Title: GOVERNMENTAL ACCOUNT MANAGER

Executed this 20th day of May, 20 15 NJPA Contract Number 032515-CAT

AP255E

Paver



Cat® C2.2 Engine

Gross Power	34.1 kW	46 hp (m) 45 hp (l)
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Operating Weight

w/AS3143 Screed	4650 kg	10,251 lb
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Paving Widths

Standard Extendable Range	1400 mm - 2600 mm	4' 7" - 8' 6"
Maximum w/Extensions	3400 mm	11' 1"
Central Paving Range	500 mm - 1400 mm	20" - 55"
Right Side Paving Range	150 mm - 1000 mm	6" - 39"

WIDE PAVING RANGE IN A COMPACT PACKAGE

One look at the AP255E Asphalt Paver reveals that it is a compact machine. Operators are reminded of that as they maneuver around the twists and turns of cart paths, walkways and bicycle trails.

What the crews also quickly discover is the wide paving range of the AP255E. Extensions can increase paving width to 3400 mm (11' 1"), creating a combination of maneuverability and production.

That combination makes the AP255E a great fit for applications such as parking lots, urban streets—and the golf and cycle paths. The central and right side reduction attachments, meanwhile, further expand paving capability, making quick work of trenches, sidewalks and narrow shoulders.

A comfortable operating environment with all paver and screed functions easily accessible to a single operator ensures efficient performance, while electrically heated screed plates enable quick start-up when moving to the next starting position.

The AP255E will arrive at that next position in a hurry. Its compact nature also makes for easy on- and off-loading and cost-efficient transport.

CONTENTS

Cat® AP255E Features	2, 3
Smooth Delivery	4
Cat C2.2 Engine	5
Operating Environment	6, 7
Steel Track Undercarriage	8
Electric Screed Heat	9
Paving Widths	10
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FEATURES

HIGHLY MOBILE, RELIABLE AND DURABLE.

COMPACT AND VERSATILE

- Powerful Cat® C2.2 Stage IIIB (Tier 4 Interim) emission-compliant engine delivers a gross power of 34.1 kW [46 hp (m) 45 hp (l)] of clean power
- High ground clearance; easily overcomes manhole covers for work in parking lots as-well-as residential streets
- High performance in compact locations: sidewalks, cycle paths, golf courses, playgrounds, trenches
- Paving width reduction attachment and side paving capability optimize production on small jobsites

ELECTRIC SCREED HEAT

- Electrically heated screed plates
- Operator friendly
- Fast heating
- Independent control/heating of each screed section
- On-board belt-driven generator supplies 12 kW @ 240 V
- Auxiliary power panel delivers 1.5 kW @ 240 V

PRECISE MATERIAL CONTROL

- Advanced system with independent auger control
- Automated material control simplifies operation and provides smooth flow to the screed
- Adjustable auger height delivers consistent head of material to the screed and simplifies loading/unloading for transport
- Reversible augers and conveyor minimize spillage at the end of each pass
- Independent hopper wing control enables paving close to obstacles



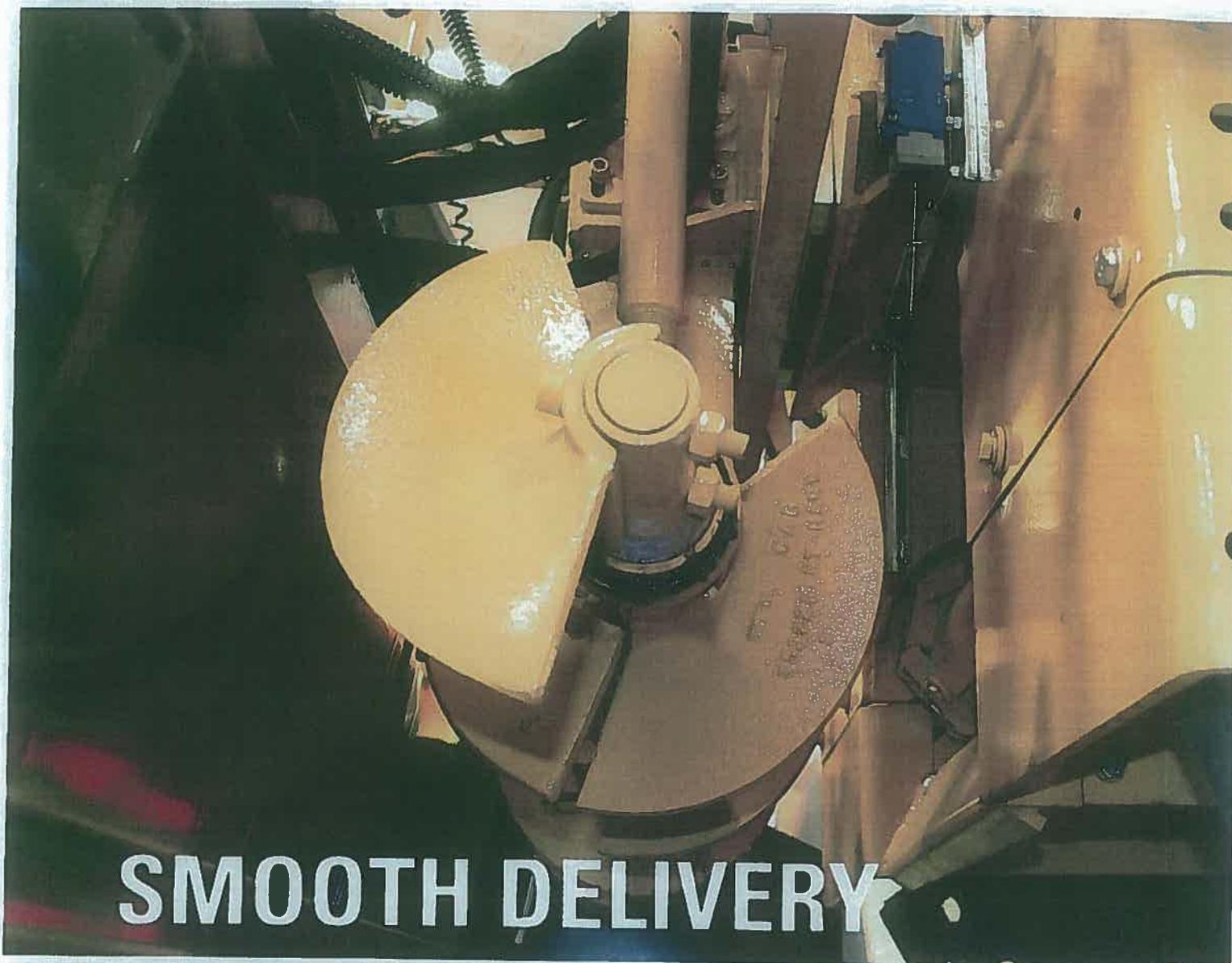
FLEXIBLE PAVING WIDTHS

- Hydraulically extendible from 1.4 m to 2.6 m (55" to 102")
- With mechanical bolt-on extensions, extendible from 2.6 m to 3.4 m (102" to 134")
- Hydraulically extendable paving reduction attachment enables paving widths of 500 mm to 1400 mm (20" to 55")
- Hydraulically extendable side paving capability on right side enables paving widths of 150 mm to 1000 mm (6" to 39")
- Crown adjustment of +4.5% to -2.5%
- Screed plate vibratory frequency of 3400 rpm (56.7 Hz)

OPERATOR COMFORT AND SAFETY

- Comprehensive console enables a single operator to have complete control of screed and tractor
- Automotive-type steering wheel simplifies use
- Operator platform is equipped with an operator presence switch that enables machine functions





SMOOTH DELIVERY

CONTINUOUS FLOW LEADS TO BETTER MAT QUALITY.

AUTOMATED DELIVERY

- 73 metric tph (80 tph) throughput capacity
- An automatic material feed sensor mounted over the conveyor provides smooth mix delivery to the screed
- Independent auger control delivers mix where and when needed
- Reversible conveyor and augers minimize spillage at the end of the paving pass

SMOOTH FLOW

- Wide hopper width of 3050 mm (10') enables smooth truck delivery
- Independent hopper wing control simplifies operation next to buildings and other obstructions
- Truck discharge height of 525 mm (21") and rigid push-roller easily accept trucks



CAT® C2.2 ENGINE

RELIABLE, QUIET, POWERFUL.

C2.2 FEATURES

- Meets U.S. EPA Tier 4 Interim and EU Stage IIIB emission standards
- Provides a gross power of 34.1 kW [46 hp (m) 45 hp (l)] of power
- Large capacity cooling system keeps engine operating efficiently
- Proven core engine design ensures reliability and quiet operation
- Fuel efficiency optimized to match paver's operating cycles

ENGINE COMPARTMENT

- Single-side servicing improves ease of maintenance
- Easily accessible service components include:
 - Air cleaner
 - Fuel filter w/water separator and priming pump
 - Engine oil filter and level check
 - Battery
- Automotive-type fuses, simple replacement
- Standard service intervals of 500 hours





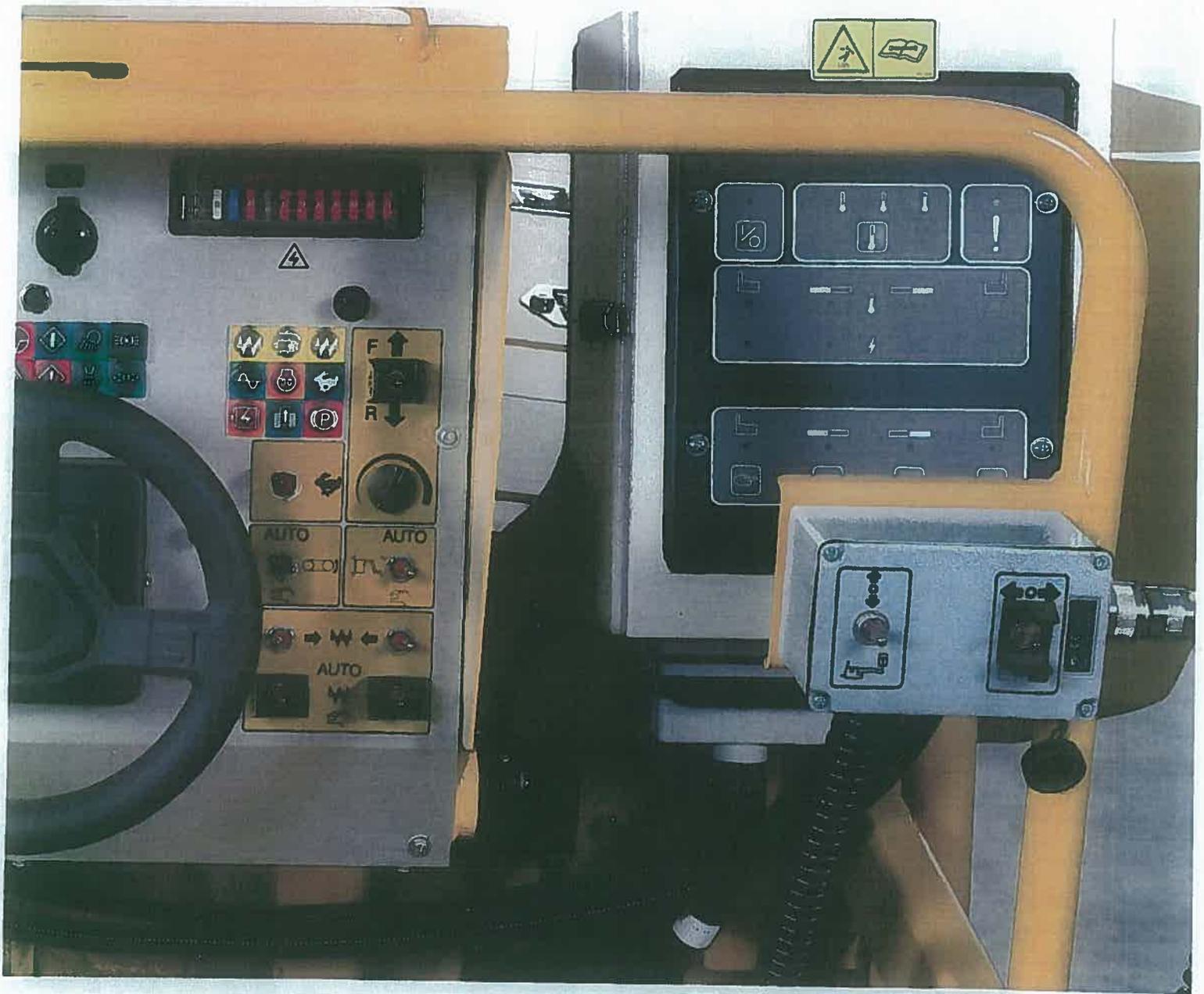
OPERATING ENVIRONMENT

OPERATE WITH CONFIDENCE.

The automotive-type steering system enables gradual, precise steering and a tight turning radius.

OPERATING ENVIRONMENT

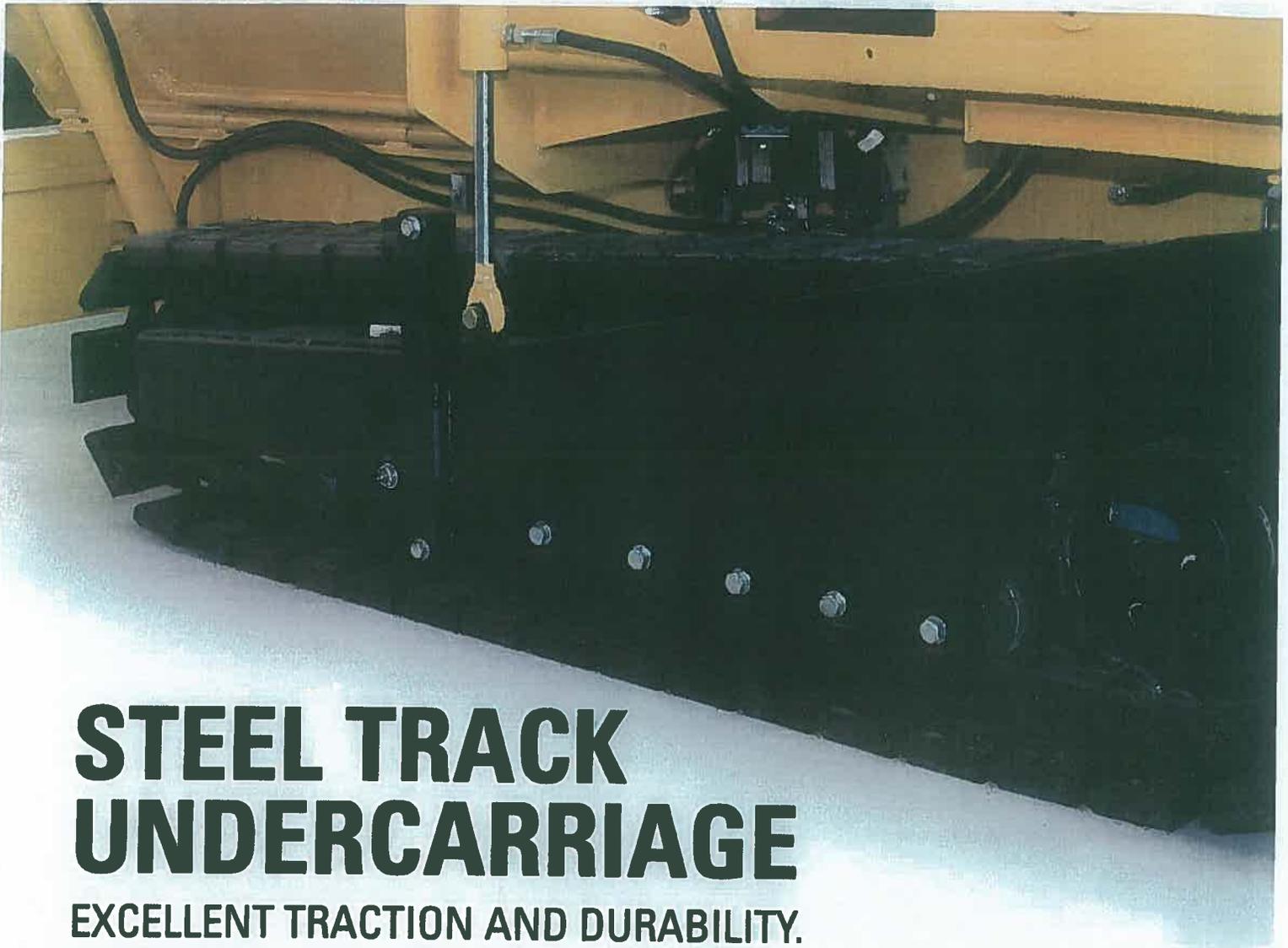
- Paver and screed controls easily accessible to a single operator
- Large platform enables easy side-to-side movement for good visibility that enables smooth truck exchanges and steady material flow
- Platform is equipped with a detection switch that enables machine functions when an operator is present
- Electric screed heat promotes cleaner working conditions for the operator and crew
- Large capacity cooling system directs warm air away from the operating platform for a comfortable operating environment



INTUITIVE CONSOLES

- Comprehensive console panel enables a single operator to monitor all essential functions
- User-friendly screed heating control unit positioned beside the control console for easy operator access
- Screed heating control units feature self-diagnostics
- Grouped toggle switches ensure efficiency and performance
- Grade and slope control available

A single operator controls all paver and screed functions, making the machine's simplified driving and responsive controls essential.



STEEL TRACK UNDERCARRIAGE

EXCELLENT TRACTION AND DURABILITY.

The steel track undercarriage offers smooth travel and excellent flotation for easy movement around the jobsite, while durable track pads deliver long-term performance.

MOBILITY AND STABILITY

- Two independent hydrostatic systems feature 2-speed hydraulic motor
- Long track base offers low ground contact pressure for good flotation on soft base materials
- Tracked undercarriage with heavy-duty, rubber-bonded pads provides excellent stability and traction
- Unique shock absorbing system ensures track tension

ADVANCED ELECTRIC SCREED HEAT

TOUCH-PAD TECHNOLOGY WITH MULTI-ZONE HEATING AND EVEN-HEAT DISTRIBUTION.

ELECTRIC HEAT FEATURES

- Touch-pad technology and LED indicator lights create a user-friendly interface
- Three pre-set temperature settings for each screed section ensure even-heat distribution
- Manual adjustments provide override capability
- Flattened bar-type heating elements deliver reliability
- Temperature sensors in each screed section, including extensions
- On-board diagnostics enable operator to verify fault indicators

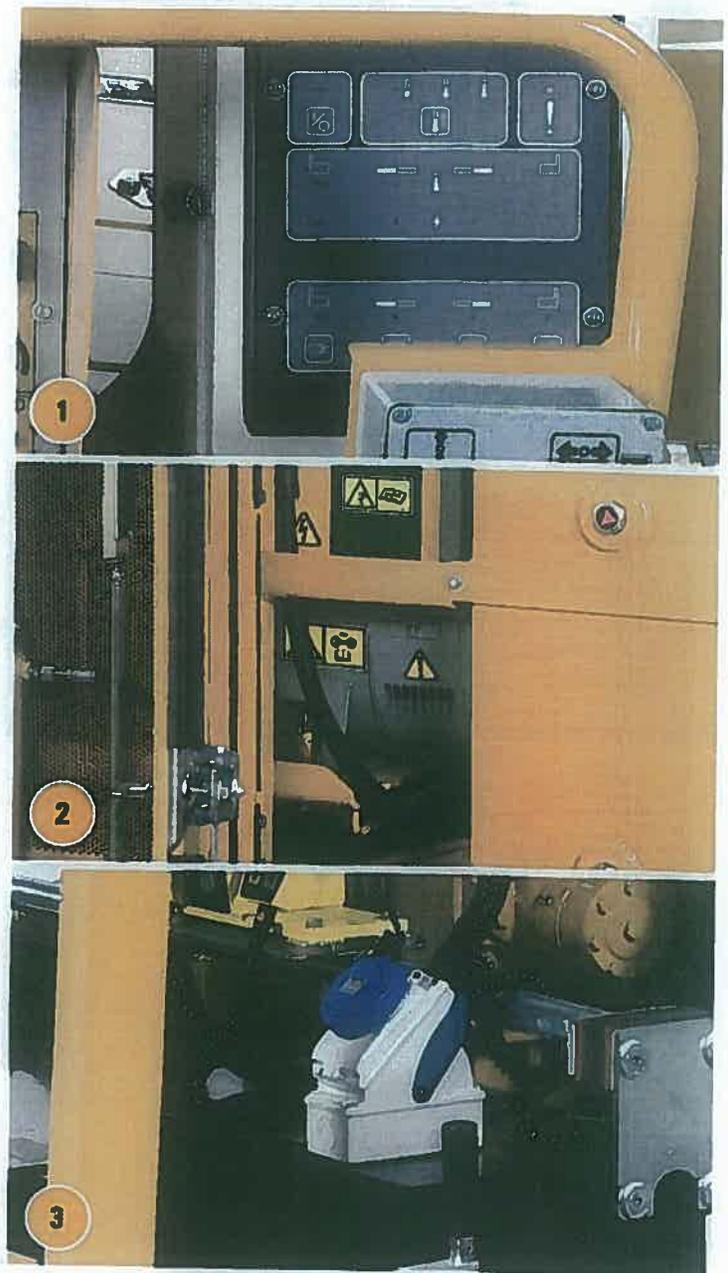
TRACTOR-MOUNTED GENERATOR

- Ground Fault Circuit Interrupter (GFCI) circuit breaker protection
- Fast heat-up
- Manual breaker reset
- 12 kW generator
 - Supplies 12 kW @ 240 VAC
 - Provides power to the electric screed and auxiliary power panel

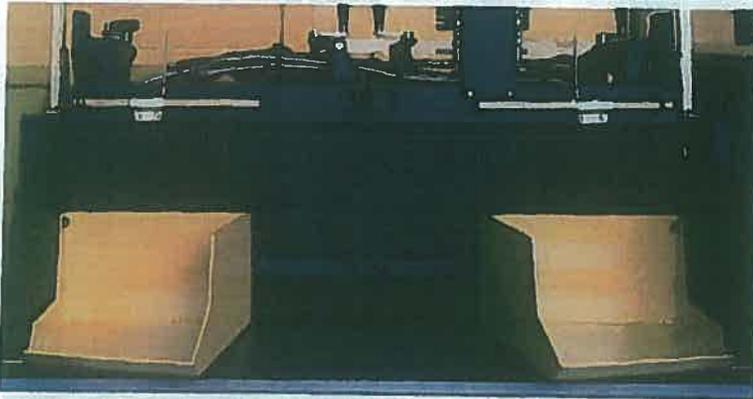
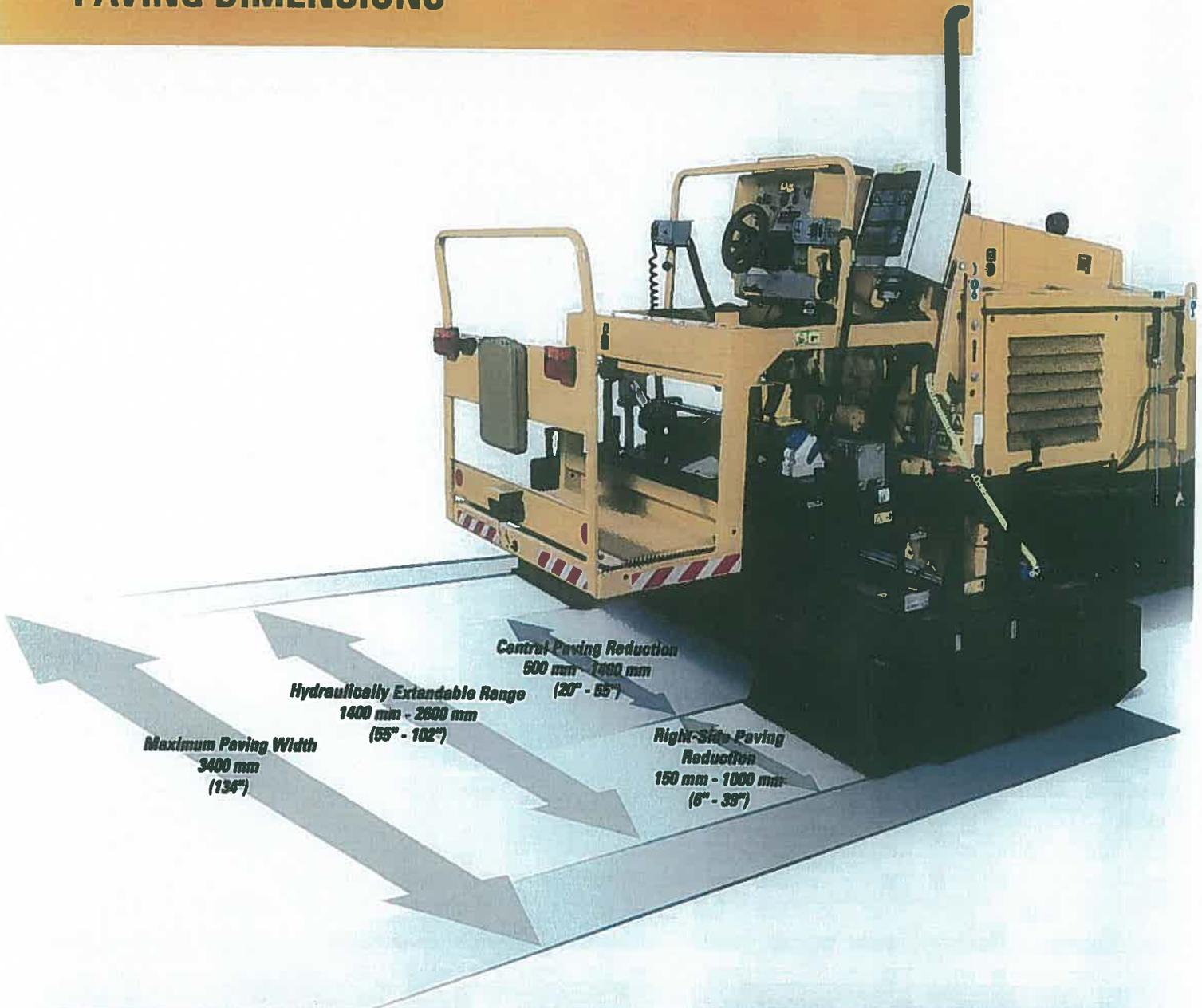
AUXILIARY POWER

- 1.5 kW of available power
- Supports standard lighting and power tools
- Panel is available with one, 240-volt receptacle

1. Electric Heat Panel
2. 12 kW Generator
3. Auxiliary Power Supply



PAVING DIMENSIONS

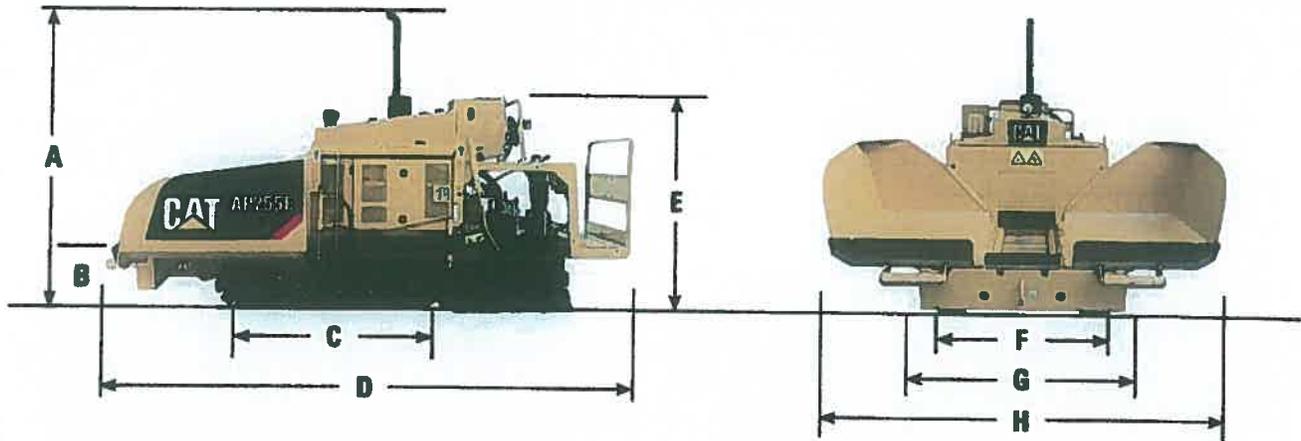


Central Paving Attachments



Right-Side Paving Attachment

SPECIFICATIONS



Dimensions

A Operating height	2536 mm (8' 4")
B Discharge height - hopper	582 mm (23")
C Ground contact length	1384 mm (4' 7")
D Overall length	4208 mm (13' 10")
E Transport height	1744 mm (5' 9")
F Track gauge width	1314 mm (4' 4")
G Transport width	1580 mm (5' 2")
H Tractor operating width	3000 mm (9' 10")

Material Delivery

Maximum throughput capacity	73 tonnes/h (80 tph)
Augers	independent, reversible
Auger flight diameter	260 mm (10")
Hopper capacity w/tunnels	3.1 m ³ (4.1 yd ³)
Vibration frequency	3400 rpm
Crown adjustment	+4.5% to -2.5%

Powertrain

Cat C2.2 engine – Gross Power	34.1 kW [46 hp (m) 45 hp (l)]
Net Power	33 kW [44.8 hp (m) 44 hp (l)]
Fuel capacity	65 L (17 gal)
Generator size	12 kW @ 240 VAC
Electrical system	12 V

Operating Weight

Tractor with AS3143 screed	4650 kg (10,251 lb)
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Screed Paving Range

Hydraulically extendable	1400 mm - 2600 mm (55" - 102")
Maximum w/extensions	2600 mm - 3400 mm (102" - 134")
Reduction attachment	500 mm - 1400 mm (20" - 55")
Side attachment	150 mm - 1000 mm (6" - 39")
Maximum depth	200 mm (8")

Speed

Paving	33 m/min (108 fpm)
Travel speed	3.2 km/hr (2 mph)

Optional Equipment

Power supply, 110V or 230V
Grade and slope control
Mechanical feed sensor
Screed extensions
Central paving attachment
Right side paving attachment

MAULDIN

MT-300 and MT-600 HOT TACK SPRAYERS

- **Hydraulically Driven Asphalt Pump with Forward and Reverse Material Flow**
- **Reverse Suction Reclaims Material from System**
- **Two Position Optional Spray Bar with Cab Control Allows Outer Nozzel View from Tow Vehicle Mirror**
- **Tank Redrculate Valve**
- **Single, 8" Diameter Flue with Triple Tank Pass**
- **Optional Features:**
 - Diesel Burner with Thermostat Control**
 - Tank Insulation**



****Optional Equipment Shown****

TACK TANKS

WEIGHTS	Model MT-300	Model MT-600	TANK CONSTRUCTION	Model MT-300	Model MT-600
Operating, Tank Empty	2250 lbs / 1,020 kg	2,850 lbs / 1,290 kg	Tank Heads	Dished & Flanged, Welded Inside & Out	
Torsion Spring Axle(s)	Single	Dual	Tank Shell	Standard Oval Cross Section	
Axle Capacity	6,000 lbs / 2,722 kgs	6,000 lbs / 2,722kgs each	Baffle	NA	with Crawl Hole
Capacity	300 Gal / 1,135 L	600 Gal / 2,270 L	Manhole	20" / 51cm	
DIMENSIONS			Contents Gauge	Yes	
Overall Length	168" / 430 cm		ENGINE		
Overall Width	96.5" / 245 cm		Fuel Type	Gasoline	
Loading Height	62" / 158 cm	70" / 178 cm	Power	9.5 HP (SAE/1394)	
Tires	225/75R15			7Kw	
Brakes	Electric, Single Axle		Type and Cooling	1 Cylinder - Electric Start, Air Cooled	
PERFORMANCE DATA			FLUID CAPACITIES		
Asphalt Pump	8 GPM / 30 LPM, Reversible Hydraulic Driven		Solvent Tank	5 Gal. / 19 L	
Heating, Type	Propane, Twin Burners		Hydraulic Tank	5 Gal. / 19 L	
Heating Flue	Diameter: 8" / 20cm Single Flue Tube with Triple Tank Pass		Diesel Tank, (if equipped)	5 Gal. / 19 L	
Hand Spray Wand	Single Nozzle		TRAILER, SAFETY		
Hand Spray Hose	40 Feet / 12 Meters		Hitch, Pintle Eye	2 3/4" / 70mm	
Hand Spray Hose Reel	Manual Wind		Braking	Electronic Break-Away System with Safety Chains	
OPTIONAL SPRAY BAR DATA			Wiring	Trailer Lighting, Standard	
Asphalt Pump	35 GPM / 130 LPM, Reversible Hydraulic Driven		OPTIONAL EQUIPMENT		
Width	8 Feet / 2.44 Meters		Skid Mounting, Ball Hitch in lieu of Pintle Eye, Fire Extinguisher, Diesel Fired Burner with Thermostatic Control, Tank Insulation, 110 volt Overnight Heat,		
Controls	In-Cab Controls		Non-Recirculating Spray Bar, Joint Spray Nozzle, Pencil Thermometer,		
Thermometer Type	Dial Thermometer, 50° - 550° Fahrenheit		9.8 HP/ 7.3Kw Diesel Engine, Special Paint		

Mtr-11

Calder Brothers Corporation reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacture of any line without notice or obligation.

Sold & Serviced by:



Calder Brothers Corporation
250 E. Warehouse Ct.
Taylors, SC 29687
Phone (864) 244-4800
Fax (864) 244-5007
www.CalderBrothers.com

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control (example; a manufacturer's bid concession), or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnifies from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

CONTRACTOR INFORMATION

ATTENTION H-GAC Contractor:

The following information is needed to communicate with your company concerning contract matters which may arise. To expedite the process, we ask that you provide the information requested below, and thereafter, return this form to the address indicated.

CONTRACTOR: Closner Equipment Co., Inc.

CONTRACT #: SM10-14

Purchase Order Address:

Contact Name: Connie Furillo

Address: PO Box 917

Schertz TX 78154

City State Zip Code

Telephone No. 210-732-2131

Email Address: Connie.furillo@closner.com

Fax No. 210-732-0706

Section I

Invoice Address:

Contact Name: Connie Furillo

Address: PO Box 917

Schertz TX 78154

City State Zip Code

Telephone No. 210-732-2131

Email Address: Connie.furillo@closner.com

Fax No. 210-732-0706

CONTRACT INFORMATION:

Indicate the person (s) authorized to sign contracts, requests for contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II.

Section II

1. Printed Name of Signatory: G. Bennett Closner

Corporate Title: Resident

Tel. No. 210-732-2131

Fax No. 210-732-0706

Email Address: bennett@closner.com

2. Printed Name of Signatory: TIM HAECKER

Corporate Title: Controller

Tel. No. 210-732-2131

Fax No. 210-732-0706

Email Address: timhaecker@closner.com

Section III

SALES CONTACT INFORMATION

Person who End Users will contact for product information and pricing quotes.

Contact Name: Connie Furillo Title: Inside Sales & Traffic Manager

Address: PO Box 917 Schertz TX 78154
Street City State Zip Code

Telephone No.: 210-732-2131

Fax No.: 210-732-0706

Mobile #: _____
(Optional)

Email Address: Connie.furillo@closner.com

Contract Return Information

Mailing Address
Cooperative Purchasing Program
P.O. Box 22777
Houston, TX 77027-7727-2777

Physical Address: (For Couriers, Fed-Ex, UPS etc.)
Cooperative Purchasing Program
3555 Timmons Lane, Suite 120
Houston, TX 77027

Revised 3/31/10



930K CA

MASSEY FERGUSON

Asphalt Zipper





CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/20/16

DEPT: Utilities Dept.

MEETING DATE: 04/20/16

ITEM/TOPIC: Award request for bid #2016-25 for hydraulic fusion machine with all inserts 4" through 12" and any applicable attachments or accessories to low bidder Secor.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award RFB #2016-25.

BACKGROUND/RATIONALE: The water division needs this piece of equipment to assist with installation of poly pipe which will be used to replace older water and sewer pipe.

Advertised: 03/20/16; Albuquerque Journal, Las Vegas Optic, City Website
Bid Opening: April 13, 2016
Number of Bidders: 3
Lowest Bidder: Secor
Amount: \$37,941.66
Budget Line Item: 643-0000-650-8004

STAFF RECOMMENDATION: Award RFB #2016-25 to low bidder Secor.

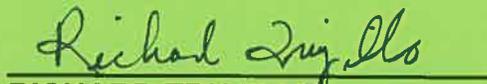
COMMITTEE RECOMMENDATION: This item was discussed at the regular meeting of the Utility Advisory Committee on 4/12/16. The committee concurs with awarding to the low bidder.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


**TONITA GURULE-GIRON
MAYOR**


**RICHARD TRUJILLO
CITY MANAGER**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

	Secor each	Qty	TOTAL fo Secor	Ferguson each	Qty	Total for Ferguson	HD each	Qty	TOTAL for HD
Fusion Machine	\$30,734.05	1	\$30,734.05	\$30,734.05	1	\$30,734.05	\$30,734.05	1	\$30,734.05
Fusion Insert 4"	\$469.90	1	\$469.90	\$469.90	1	\$469.90	\$469.90	1	\$469.90
Fusion Insert 6"	\$1,773.23	1	\$1,773.23	\$1,773.23	1	\$1,773.23	\$1,776.23	1	\$1,776.23
Fusion Insert 8"	\$1,191.40	1	\$1,191.40	\$1,191.40	1	\$1,191.40	\$1,191.40	1	\$1,191.40
Fusion Insert 10"	\$1,191.40	1	\$1,191.40	\$1,191.40	1	\$1,191.40	\$1,191.40	1	\$1,191.40
Fusion Insert 12"	included	0	\$0.00	included	0	\$0.00	included	0	\$0.00
Digital Pyrometer	\$380.18	1	\$380.18	\$380.17	1	\$380.17	\$380.18	1	\$380.18
Pipe Support Stands	\$660.45	2	\$1,320.90	\$660.45	2	\$1,320.90	\$660.45	2	\$1,320.90
Pipe Rollers	\$177.60	2	\$355.20	\$12,439.40	1	\$12,439.40	\$177.60	1	\$177.60
Hydraulic Eztenstion Hose	\$525.40	1	\$525.40	\$525.00	1	\$525.00	\$525.40	1	\$525.40
Freight	\$0.00	1	\$0.00	\$678.12	1	\$678.12	\$300.00	1	\$300.00
GRT			\$0.00			\$0.00	\$2,759.64	1	\$2,759.64
Total			\$37,941.66			\$50,703.57			\$40,826.70

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 13-Apr-2016

TIME: 2:00PM

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

OPENING NO.: 2016-25

DEPARTMENT: UTILITIES - WATER

ITEM(S): HYDRAULIC FUSION MACHINE W/ALL INSERTS 4" THRU 12" AND ANY APPLICABLE ATTACHMENTS OR ACCESSORIES

RECEIVED FROM:

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 HD Supply Waterworks W/GRT	40,823.70		✓	✓
2 Secor	37,941.68		✓	
3 Ferguson Waterworks	48,851.72		✓	✓
4				
5				

COMPANY REPRESENTATIVE

Deanna Gomez
[Signature]

COMPANY NAME

CLV
CLV

(use other side of form when full)

FINAL PROPOSALS TAKEN BY:

[Signature]

DATE: 4-13-16

STAKEN BY:

[Signature]

DATE: 4/13/16

OPENED BY: FINANCE DEPARTMENT

[Signature]

DATE: 4-13-16

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/21/2016

DEPT: Executive

MEETING DATE: April 27, 2016

ITEM/TOPIC: Fair Housing Resolution #16-20 with Required Elements

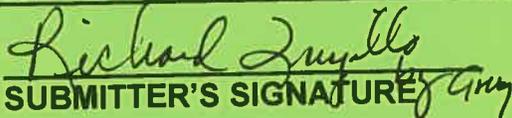
ACTION REQUESTED OF COUNCIL: Approval of Resolution#16-20

BACKGROUND/RATIONALE: Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing. Mayor and Council are asked to adopt a fair housing policy, making known its commitment to the principle of fair housing and describing actions it shall undertake to affirmatively further fair housing.

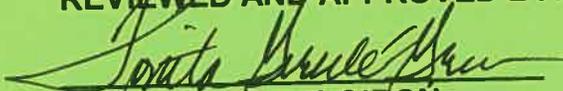
STAFF RECOMMENDATION:

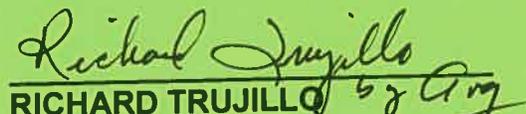
COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

FAIR HOUSING RESOLUTION #16-20 WITH REQUIRED ELEMENTS

A resolution of the Mayor and Council of the City of Las Vegas, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the Mayor and Council of the City of Las Vegas hereby wish all persons living, working, doing business in or traveling through this City to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the City of Las Vegas to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the City of Las Vegas will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the City of Las Vegas shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the City of Las Vegas shall undertake the following actions to affirmatively further fair housing: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers and fair housing information to the schools.

PASSED AND ADOPTED BY THE Mayor and City Council of the City of Las Vegas on this _____ day of April 2016

Tonita Gurule-Giron, Mayor

ATTEST:

APPROVED AS TO FORM:

Casandra Fresquez, City Clerk

H. Chico Gallegos, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/3/15

DEPT: Solid Waste

MEETING DATE: 4/27/16

ITEM/TOPIC:

Purchase of a 2016 Wilkens open top walking floor trailer from MCT Industries in the amount of \$89,224.45

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of the Purchase Agreement in the amount of \$89,224.45 between MCT Industries and the City of Las Vegas Solid Waste Department

BACKGROUND/RATIONALE:

Responsible transportation of solid waste collected by the City's Solid Waste Department as per New Mexico Environment Department permit # SWM-250605

STAFF RECOMMENDATION:

Approval of the Purchase Agreement.

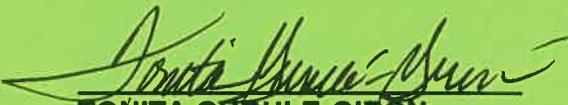
COMMITTEE RECOMMENDATION:

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H.CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 4-20-2016

MCT INDUSTRIES

www.mctindustries.com

Customer: City of Las Vegas
 Attn: Alvin Jiron
 Phone: 505-426-6552
 505-429-2528
 Email: ajiron@ci.las-vegas.nm.us

Fermin Maes
 Cell 505-681-9914
 Office 505-345-8651
 Fax 505-345-2597

Qty.	Description	Price
1	2016 Wilkens Open Top Steel Sheet & Post Walking Floor Transfer Trailer	
	Price Each	
	<p>SPECIFICATION MODEL: 48117SPOW CAPACITY: 117 CUBIC YARDS</p> <p>OUTSIDE DIMENSIONS INSIDE DIMENSIONS</p> <p>A. LENGTH.....48' E. LENGTH.....47'9" B. HEIGHT.....12'6" F. HEIGHT FRONT.....92" C. WIDTH FRONT.....102" G. HEIGHT REAR.....99" D. WIDTH REAR.....102" H. WIDTH FRONT.....96" I. WIDTH REAR.....96"</p> <p>TRAILER FEATURES</p> <p>J. SIDEWALL.....50,000# M.Y. 12GA STEEL SHEET & POST, POSTS ON 15" CENTERS, SOLID WELD, 7" WEDGE BODY K. TOP RAIL.....4" X 8" X 3/8" 50,000# YIELD STEEL TUBE L. SPREADER BAR.....4" X 4" X 1/4" STEEL TUBE M. BOTTOM RAIL.....7GA FORMED STEEL TUBE N. KING PIN/LAST AXLE.....42", 10' SPREAD BETWEEN AXLES O. KING PIN SETTING.....36" WITH 3/8" STEEL T-1 PLATE P. SUB-FRAME.....4" x 8" x 3/8" 50,000# YIELD STEEL TUBE EXTENDED TO THE LANDING GEAR Q. LANDING GEAR.....HOLLAND MARK V, SELF LEVELING SHOE R. GEAR SUPPORT.....7GA S. GEAR BRACES.....3" CHANNEL T. SUSPENSION.....TANDEM HUTCH 9700 TRIPLE SPRING, 10'2" SPREAD U. AXLES & BRAKES.....(2) 5" AXLES, 25,000#, MERITOR Q-PLUS, 451M ABS WITH TOP MOUNT CHAMBERS V. HUBS.....10 BOLT PILOTED W. RIMS.....STEEL DISC 10 HOLE, WHITE X. TIRES.....MICHELIN XYZ-3, 285/11R22.5, LOW PRO Y. REAR DOOR.....CURBSIDE SWING, H.D. HINGES, MANUAL RELEASE (RACHET TYPE) Z. FRONT PANELS.....12GA REINFORCED, ACCESS DOOR CENTERED FOR HYDRAULIC & ELECTRIC</p> <p>KING PIN SECTION.....FABRICATED FROM 1/2" T-1 PLATE CROSSMEMBERS.....4" X 3.2# ON 12' CENTERS, STEEL I-BEAM WITH GUSSESTS ON EACH FRAME LIGHT SYSTEM.....TRUCK LIGHT 40 SERIES, LED LIGHTS IN DOOR COVER.....ROLL TARP w/REAR CRANK IN LIEU OF ROLL RITE ELEC. TARP SYSTEM UNLOADING SYSTEM.....KEITH RFII DRIVE UNIT, 3" DRIVE CYLINDERS FLOOR THICKNESS.....KEITH #2299 3.5" FLOOR SLATS LANDFILL EQUIPMENT.....TOW HOOKS, PUSH BUMPERS, FRONT AND REAR LADDER, STOW AWAY LADDER, AREO QUIP FITINGS, FRONT VIEW WINDOW, REFLECTIVE TAPE ON TOP RAIL, ANTI-SAIL MUD FLAPS</p> <p>METAL PREPARATION.....EXTERIOR SANDBLASTED, EPOXY PRIMER PAINT.....BLUE ENAMEL - NO STRIPE FRONT CORNERS.....10" DIAGONAL RADIUS, FRONT ACCESS DOOR TO HYDRAULICS & ELECTRIC WEIGHT.....24,500# +/- 3% OPTION:.....NONE</p>	
	SUB TOTAL PRICE EACH	

F.E.T. Federal Excise Tax		+ \$	
Freight		+ \$	
Other:	180-220 days lead time		\$
Balance Due:	FOB Albuquerque, NM	EACH	\$ \$89,224.45

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/20/16

DEPT: Executive

MEETING DATE: 4/27/16

ITEM/TOPIC: *City Manager's Professional Service Contract*

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of City Manager's Professional Service Contract.

BACKGROUND/RATIONALE: In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.01 A., a city manager was appointed by the Mayor and approved by Council on April 19, 2016 at the Organizational meeting. The Governing Body shall enter into a contract with the city manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY MANAGER
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 27th day of April, 2016 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and Richard Trujillo, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Manager for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the City Manager be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on April 20, 2016, subject to the Termination Clause (item 8), and will continue up to December 31, 2016.

2. DUTIES AND AUTHORITY:

Employer agrees to employ Richard Trujillo as City Manager, and the Employee agrees to perform the functions and duties specified in this contract, the job description for the City Manager, and the relevant provisions of the Charter of the City of Las Vegas.

3. COMPENSATION:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$100,000.00 for the contract payable in installments at the same time that the other management employees of the Employer are paid.

Employer agrees to pay Employee for the contract period (April 20th – December 31, 2016) a salary of \$70,389.12.

B. As long as the City Manager effectively performs his job, it is the City's intent to give financial consideration to provide the City Manager with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. VEHICLE:

The Employee may have the use of a City owned and maintained vehicle for City related purposes.

The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.

The Employer shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.

8. TERMINATION:

The Employee understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he/she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

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

15. General Provision

The city manager, if not already certified by the International City Managers Association (ICMA), shall be working to achieve certification while in the employ of the city. All applicants shall be in the process of obtaining ICMA certification or shall be a corporate member when hired.

16. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto; any prior agreement, whether written or oral, assertion or statement, understanding or other commitment antecedent to this 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.

17. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurule-Giron
Mayor of the City of Las Vegas

ATTEST:

City Clerk of the City of Las Vegas

EMPLOYEE/CITY MANAGER

Richard Trujillo

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/20/16

DEPT: Executive

MEETING DATE: 4/27/16

ITEM/TOPIC: *City Attorney's Professional Service Contract*

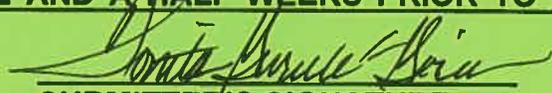
ACTION REQUESTED OF COUNCIL: Approval/Disapproval of City Attorney's Professional Service Contract.

BACKGROUND/RATIONALE: In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.04 C., a city attorney was appointed by the Mayor and approved by Council on April 19, 2016 at the Organizational meeting. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

**TONITA GURULE-GIRON
MAYOR**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**



**RICHARD TRUJILLO
CITY MANAGER**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**CITY ATTORNEY
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 27th day of April, 2016 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and H. Chico Gallegos, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter , the Employee has been appointed as the City Attorney for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the City Attorney be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on April 20, 2016, subject to the Termination Clause (item 8), and will continue up to December 31, 2016.

2. DUTIES AND AUTHORITY:

Employer agrees to employ H. Chico Gallegos as City Attorney and the Employee agrees to perform the functions and duties specified in this contract, the job description for the City Attorney, and the relevant provisions of the Charter of the City of Las Vegas. If Employer's other staff or Council members seek to obtain counsel or a legal opinion as to matters of City business, the Employee shall first clear the request with either the City Manager or the Mayor.

3. COMPENSATION:

- A.** Base Salary: Employer agrees to pay Employee an annual base salary of \$100,000.00 payable in installments at the same time that the other management employees of the Employer are paid.

Employer agrees to pay Employee for the contract period (April 20th – December 31, 2016) a salary of \$70,389.12.

- B.** As long as the City Attorney effectively performs his job, it is the City's intent to give financial consideration to provide the City Attorney with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. MISCELLANEOUS BENEFITS

- A. The Employee may have the use of a City owned and maintained vehicle for City related purposes.
- B. The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

- A. The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.
- B. The Employer shall allow Employee to attend training programs with the NM Municipal League and other similar programs to allow Employee's professional advancement. The Employer will defray tuition and per diem and mileage expenses if these trainings have been approved in advance by the Mayor and Council.
- C. The Employer shall provide sufficient support staff for Employee.
- D. The Employer shall allow for and pay the expenses for reasonable assistance of outside counsel in specialty areas of the law and for assistance with training of Employee.
- E. The Employer shall provide Employee with a computer, internet connection software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.
- F. Should Employee not be available to attend certain meetings as required by his job description, the Employer will reasonably provide alternate counsel to serve this purpose.

8. TERMINATION:

The Employee understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

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

15. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto; any prior agreement, whether written or oral, assertion or statement, understanding or other commitment antecedent to this 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.

16. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurule-Giron
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/CITY ATTORNEY

City Clerk of the City of Las Vegas

H. Chico Gallegos

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/20/16

DEPT: Executive

MEETING DATE: 4/27/16

ITEM/TOPIC: *City Clerk's Professional Service Contract*

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of City Clerk's Professional Service Contract.

BACKGROUND/RATIONALE: In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.05 C., the City Clerk was appointed by the Mayor and approved by Council on April 19, 2016 at the Organizational meeting. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

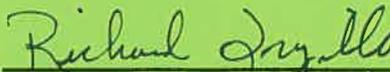
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

**TONITA GURULE-GIRON
MAYOR**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**



**RICHARD TRUJILLO
CITY MANAGER**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**CITY CLERK
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 27th day of April, 2016 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and Casandra Fresquez, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Clerk for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the City Clerk be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on May 2, 2016, subject to the Termination Clause (item 8), and will continue up to December 31, 2016.

2. DUTIES AND AUTHORITY:

Employer agrees to employ Casandra Fresquez as City Clerk and the Employee agrees to perform the functions and duties specified in this contract, the job description for the City Clerk, and the relevant provisions of the Charter of the City of Las Vegas.

3. COMPENSATION:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$66,269.00 payable in installments at the same time that the other management employees of the Employer are paid.

Employer agrees to pay Employee for the contract period (May 2, – December 31, 2016 a salary of \$44,179.34

B. As long as the City Clerk effectively performs her job, it is the City's intent to give financial consideration to provide the City Clerk with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. VEHICLE:

The Employee may have the use of a City owned and maintained vehicle for City related purposes.

The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.

The Employer shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.

8. TERMINATION:

The Employee understands and agrees that she serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours she has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

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

15. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto; any prior agreement, whether written or oral, assertion or statement, understanding or other commitment antecedent to this 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.

16. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurule-Giron
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/CITY CLERK

City Clerk of the City of Las Vegas

Casandra Fresquez

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/20/16

DEPT: Executive

MEETING DATE: 4/27/16

ITEM/TOPIC: *Chief of Police Professional Service Contract*

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Chief of Police Professional Service Contract.

BACKGROUND/RATIONALE: In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.06 B., the Chief of Police was appointed by the Mayor and approved by Council on April 19, 2016 at the Organizational meeting. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

**TONITA GURULE-GIRON
MAYOR**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**



**RICHARD TRUJILLO
CITY MANAGER**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

Revised 4/20/16

**POLICE CHIEF
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 27th day of April, 2016 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and Juan Montano, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the Police Chief for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the Police Chief be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on May 2, 2016, subject to the Termination Clause (item 8), and will continue up to December 31, 2016.

2. DUTIES AND AUTHORITY:

Employer agrees to employ Juan Montano as Police Chief and the Employee agrees to perform the functions and duties specified in this contract, the job description for the Police Chief, and the relevant provisions of the Charter of the City of Las Vegas.

3. COMPENSATION:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$68,869.00 for the payable in installments at the same time that the other management employees of the Employer are paid.

Employer agrees to pay Employee for the contract period (May 2 – December 31, 2016) a salary of \$45,912.67

B. As long as the Police Chief effectively performs his job, it is the City's intent to give financial consideration to provide the Police Chief with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. VEHICLE:

The Employee may have the use of a City owned and maintained vehicle for City related purposes.

The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.

The Employer shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.

8. TERMINATION:

The Employee understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

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

15. Entire Agreement.

This Contract constitutes the entire agreement between the parties hereto; any prior agreement, whether written or oral, assertion or statement, understanding or other commitment antecedent to this 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.

16. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurule-Giron
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/POLICE CHIEF

City Clerk of the City of Las Vegas

Juan Montano