



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
June 16, 2015–Tuesday– 1:00 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. **MAYOR'S APPOINTMENTS/REPORTS**
- VII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- VIII. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- IX. **CITY MANAGER'S INFORMATIONAL REPORT**
- X. **DISCUSSION ITEMS**

1. Recommendation to proceed with negotiations with WH Pacific, the most qualified firm, to correct deficiencies at the Abe Montoya Recreation Center- RFP #2015-26.

Ann Marie Gallegos, Finance Director The City of Las Vegas requested RFP's for Architectural Services to correct deficiencies in Phase I and II of the Abe Montoya Recreation Center. Five proposals were received; the committee recommendation was to proceed with final negotiations with WH Pacific.

2. Recommendation to Publish Ordinance 15-06 amending Chapter 242 Flood Hazard Prevention, Article IV Administration, Section 14(F) Duties and Responsibilities of Floodplain Administrator of the Las Vegas Code.

Lindsey Valdez, Community Development Director On March 17, 2015, State Floodplain Coordinator, Mr. Bill Borthwick, conducted a Community Assistance Visit (CAV) in Las Vegas. The CAV included a review of Chapter 242 Floodplain Hazard Prevention of the Las Vegas Code. All articles meet or exceed the respective provisions of the National Flood Insurance Program Floodplain Management Regulations, Title 44 Code of Federal Regulation (CFR) Part 59 and 60, with the exception of §242-14(F), which requires an update regarding notifications.

3. Recommendation to Publish Ordinance 15-07, amending the Code of the City of Las Vegas, Chapter 301 Nuisances. 301-2 Definitions and rules of construction and 301-6 Nuisance declared.

Lindsey Valdez, Community Development Director The City municipal code Chapter 301, Nuisances, needs additional language for further clarification and to define dangerous/unsafe buildings or structures.

4. Recommendation to Publish Ordinance 15-09 amending Chapter 389 Taxation, Article I Lodgers Tax, Section 15(A) Use of Monies of the Las Vegas Code.

Lindsey Valdez, Community Development Director Chapter 389 Taxation does not accurately reflect the minimum requirements for use of Lodgers Tax for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events.

5. Recommendation to enter into agreement with the Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation exempt under Section 501(c) 6), for the annual amount of \$50,000 for the period of July 1, 2015 thru June 30 2016.

Lindsey Valdez, Community Development Director The Las Vegas San Miguel Economic Development, Inc. (EDC) is designated as the advisory body for economic development working in partnership with the City as provided in Chapter 33 Economic Development Plan of the City of Las Vegas Code adopted by the governing body of the City of Las Vegas on January 9, 2002. The EDC promotes Las Vegas as a desirable place to do business, produce goods and services, educate our citizens and enjoy the quality of life Las Vegas offers.

6. Recommendation to award bid No. 2015-29 for Rodriguez Park Booster Station Repairs to the low bidder, Done Right Construction.

Ken Garcia, Utilities Director The purpose of this project is to repair the booster station to allow the station to operate with improved performance and supply reclaimed water to Rodriguez Park. The total cost of the project including NMGRT is \$50,828.53. Done Right Construction was the only bidder at the bid opening on June 3, 2015.

7. Recommending approval for out of state travel for 6 officers to attend an Advanced Tactics course for narcotics related operations.

Juan Montano, Police Chief The Las Vegas City Police Department and Region IV narcotics Task Force respectfully request permission to send 6 officers to an Advanced Tactics course in Norman, Oklahoma with funding provided through the 2014 Region IV Justice Assistance Grant.

8. Grant Application for 2015 Justice Assistant Grant.

Juan Montano, Police Chief Application for funds to purchase equipment to develop an Emergency Response Team and for Bullet Proof Vests for deputies from the San Miguel Sheriff's Office.

9. Extension of Contractual Agreement for Inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

Juan Montano, Police Chief The purpose of this agreement is for the confinement for prisoners and/or inmates arrested by the City. The Contract was approved by the San Miguel County Commission on June 9, 2015. Upon approval by the City Council, the term of the agreement shall be for a term on one year.

10. Establishing a Solid Waste Department to include the appointment of a Solid Waste Director.

Elmer J. Martinez, City Manager As per the City of Las Vegas Municipal Charter, Article V, Section 5.07. Departments, A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City and, B. The City Manager shall appoint department directors, subject to approval by the Governing Body.

11. Out of State Travel for City Manager.

Elmer J. Martinez, City Manager Travel to Seattle Washington to attend the 2015 ICMA Conference in late September, 2015.

12. Publication of Ordinance No. 15-08, amending the Code of the City of Las Vegas, Chapter 356, Entitled Smoking, to Specify Definitions.

Casandra Fresquez, City Clerk As discussed at a previous council meeting, it was determined that the current City code regarding smoking which identifies Smoking in City-owned Buildings, Facilities and Vehicles did not specifically include the prohibited use of e-cigarettes and therefore needed to be added into the definition.

13. Recommendation to enter into agreement with MainStreet de Las Vegas New Mexico non-profit corporation, for the annual amount of \$38,000.00 for the period of July 1, 2015 thru June 30 2016.

Lindsey Valdez, Community Development Director MainStreet de Las Vegas is a non-profit corporation incorporated on September 28, 2005, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts which consist of three districts listed on the National and Local Registers of Historic Places: the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

XI. EXECUTIVE SESSION

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

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

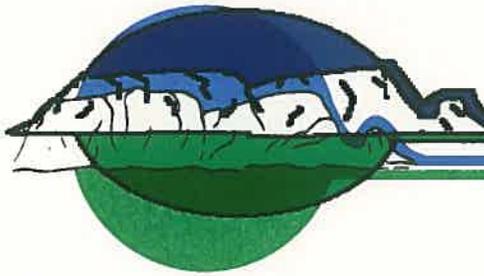
XII. ADJOURN

ATTENTION PERSONS WITH DISABILITES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting

and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

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

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



CITY OF LAS VEGAS
CITY OF LAS VEGAS

ALFONSO E. ORTIZ, JR.

Mayor
FINANCE DEPARTMENT

MEMORANDUM

TO: Elmer J. Martinez, City Manager
FROM: *Ann M. Gallegos*
Ann M. Gallegos, Finance Director

DATE: May 12, 2015

RE: RFP 2015-26 ARCHITECTURAL SERVICES TO CORRECT DEFICIENCIES IN
PHASE I AND II OF THE ABE MONTOYA RECREATION CENTER

The evaluation committee has evaluated RFP 2015-26 proposals received from

Lee Gamelsky Architects
Soleil West
Ortega & Associates
WH Pacific
Vigil & Associates

All firms were evaluated based on the criteria established in the RFP. The evaluation committee is recommending award to WH Pacific based on the score tally.

The evaluation form is attached for your review.

If you have questions or concerns regarding the above, please contact me.

Thank you.

RFP 2015-26

Architectural Services to Correct Deficiencies in Phase I and II of the Abe Montoya Recreation Center

EVALUATION CRITERIA

		GAMELSKY POINTS	SOLEIL POINTS	ORTEGA POINTS	WHPACIFIC POINTS	VIGIL POINTS
1. Specialized Design and Technical Competence	SUBTOTAL	78	81	62	88	86
2. Capacity and Capability	SUBTOTAL	28	21	18	27	28
3. Past Record of Performance	SUBTOTAL	58	67	39	67	73
4. Familiarity with the City of Las Vegas	SUBTOTAL	42	53	48	56	41
5. Approach to the Project/Work to be Done in Las Vegas, NM	SUBTOTAL	24	29	23	23	22
6. Current Volume of Work with City of Las Vegas	SUBTOTAL	10	15	10	10	10
	TOTAL ALL SECTIONS	240	266	200	271	260

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 8-Apr-2015

OPENING NO.: 2015-26

TIME: 2:00PM

DEPARTMENT: COMMUNITY SERVICE

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

ITEM(S): **ARCHITECTURAL SERVICES TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE MONTOYA RECREATION CENTER**

	RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	<i>Lee Gamelsky Architects</i>			✓	✓
2	<i>Soleil West</i>			✓	✓
3	<i>Ortega & Assoc.</i>				✓
4	<i>WH Pacific</i>			✓	✓
5	<i>Vigil & Assoc.</i>			✓	✓
6					

COMPANY REPRESENTATIVE

COMPANY NAME

1	<i>[Signature]</i>	<i>City of Las Vegas</i>
2	<i>[Signature]</i>	<i>City of Las Vegas</i>
3	<i>[Signature]</i>	
4		
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:
[Signature]
DATE: 4-8-15

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 4-8-15

COPIES TAKEN BY:
[Signature]
DATE: 4/18/15

**REQUEST FOR
PROPOSALS**

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m., April 8, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**ARCHITECTURAL SERVICES TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE
MONTROYA RECREATION CENTER**

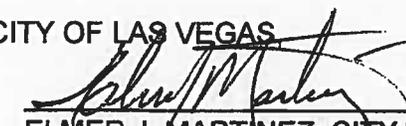
Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office or Public Works Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701

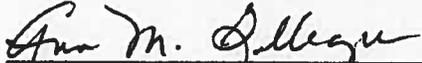
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **ARCHITECTURAL SERVICES TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE MONTROYA RECREATION CENTER** Opening No. 2015-26; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the **City Clerk** by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

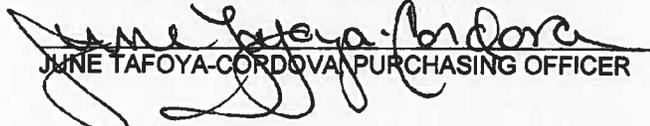
The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS


ELMER J. MARTINEZ, CITY MANAGER


GASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-26

Date Issued: March 10, 2015

Published: Las Vegas Optic March 18, 2015
Albuquerque Journal March 17, 2015
City of Las Vegas website: www.lasvegasnm.gov

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S: **ARCHITECTURAL SERVICES TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE MONTOYA RECREATION CENTER**)

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }-

} ss

COUNTY OF _____ }-

I, _____ of lawful age, being of first duly sworn in oath, say that] am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this _____ day of _____, 20____.

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

STANDARD PROPOSAL CLAUSES FOR ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND SUVEYORS

AWARDED PROPOSAL

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

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: April 8, 2015; 2:00 p.m.; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: April , 2015. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-413, N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

APPLICATION OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under; (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 8270700 for registering instructions.

New Mexico (CRS) Tax Identification Number: _____

SPECIAL NOTICE

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

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

NEGOTIATION

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

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending

with the award of the contract or the cancellation of the request for proposals.

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- o I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false misleading information about this fact constitutes a crime.

- o I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount of this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- o I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

CITY OF LAS VEGAS

REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES TO THE CITY OF LAS VEGAS TO CORRECT DEFICIENCIES IN PHASE I AND II OF THE ABE MONTROYA RECREATION CENTER

I. INTRODUCTION

The City of Las Vegas, New Mexico is requesting proposals from licensed New Mexico Architects to contract for architectural services to the City to correct deficiencies found and suggest possible solutions that can be made to the facility. Phase I and II of the Abe Montoya Recreation Center has many parts and pieces, therefore, the proposed solution shall include work to repair and new systems to prevent future damage to the facility. An Evaluation and Assessment Report for the Abe Montoya Recreation Center was prepared by a consulting firm in October of 2014 and is available for review upon request. The recommendations outlined in this report will provide offers with an understanding of the scope of work anticipated for this project.

II. SCOPE OF WORK

The architectural services offeror shall develop proposed building recommendations to include the following key elements: Programming, Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration, and 12 month warranty. The project team as a minimum shall include Architectural, Structural Engineering, Mechanical Engineering, Electrical Engineering, Plumbing, and any other design consultants as may be required for the Abe Montoya Recreation Center Phase I and II which may require renovation of almost all aspects of the building. The architectural firm will propose and require both repair of damaged items and incorporate of new work which will prevent the humidity and water damage that has occurred. The architectural firm shall propose a complete solution comprised of upgrades and improvements to structural, architectural, and mechanical systems, which includes customary and incidental services pertaining to their field of expertise. Consideration of design will have to meet the uniform building code, plumbing code, all local codes, all state codes, OSHA requirements, American with Disability Act, standards of practice, and any other local and state requirements.

ARCHITECT FEES TO BE NEGOTIATED BASED UPON SPECIFIC SCOPE OF SERVICES, REIMBURSABLE SPECIFIC CONTRACT REQUIREMENTS AND AVAILABLE FUNDING. THE OWNER INTENDS TO NEGOTIATE WITH THE SELECTED FIRM TO IDENTIFY THE CRITICAL CALENDAR DATES FOR COMPLETION OF DESIGN WORK. LIQUIDATED DAMAGES CHARGE NOT TO EXCEED \$1000 PER DAY MAY BE APPLIED TO THE ARCHITECT CONTRACT FOR FAILURE TO MEET THE APPROVED PROJECT SCHEDULE, AS MAY BE MODIFIED BY MUTUAL AGREEMENT.

A. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

Content and Format of Proposal: Proposals should provide information to address the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform the work, technical approach to the project, and references. Examples of similar projects completed should be attached.

The format for proposals shall be a maximum of fifteen (15) pages, including title page, and index to include the front and back cover. Proposals shall be printed on one side only 8 1/2" x 11" paper, and bound on the left margin. A transmittal letter of any will be included in the fifteen (15) page limit. No other material is to be included other than examples of similar projects to be attached.

Submittal of proposals: One (1) original and ~~six~~(6) identical copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than date and time specified on Legal Advertisement. Sealed proposal envelopes shall be clearly marked "ARCHITECTURAL SERVICES FOR PHASE I AND II of the Abe Montoya Recreation Center" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in rejection of the proposal.

Ranking Criteria: The City of Las Vegas will utilize a technical advisory team made up of City staff and Committee members to evaluate the proposals submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to be in compliance, will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values:

Proposals should address each of the following criteria. Each proposal will be awarded percentage points up to the amount listed in parentheses.

1. Specialized Planning, Design and Technical Competence (30%)

Offeror's personnel experience and competence in the area of similar projects. Briefly provide Offeror's view points on availability of grant funds to fund public works type projects. Offeror's personnel experience in grantsmanship planning, evaluation, design, preparation of bid documents, bid review, and construction observation of public works grant projects, specifically State of New Mexico.. Knowledge of state statutes and regulations as they relate to local ordinance, development planning, and subdivision regulations. The Offeror should be able to briefly address specific examples of related projects in other communities.

2. Capacity and Capability (10%)

Offeror's willingness, capacity, and capability to perform assignments on short notices and on a timely basis, as well as work with the City and public while making presentations before committees, funding agencies, and City Council, etc.

3. Past Record of Performances (25%)

Offeror's past performance record with State, Federal, and other funding sources, in grantsmanship regarding financing municipal public works projects. Knowledge of State and Federal regulations, specifications, contracts, guidelines, and programs. Offerors should provide a list of references with names and phone numbers.

4. Familiarity with the City of Las Vegas and land use regulations. Explain in detail (20%)

5. Offerors' work to be done in Las Vegas, New Mexico (10%)

Due to the nature of the work, it is anticipated that nearly all the work will be done in Las Vegas, New Mexico. Offeror should indicate the location at which the work will be done.

6. Current volume of work with the City of Las Vegas (5%)

B. CONTRACTUAL TERMS

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

1. Fees Schedule to be negotiated.

A fee schedule will be negotiated with the consultant and will be made part of the agreement by Exhibit "A" (see attached example).

2. Funding

This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

3. Term

The term of this agreement shall be at completion of the Project.

4. Termination

This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. This notice requirement may be shortened only upon a written agreement by the two parties. However, should the Consultant default in the Contract, the City retains the right to terminate this agreement immediately.

5. Timeliness

All work shall be performed in a timely manner, as requested.

6. Communication with the City of Las Vegas

The Consultant shall be required to periodically update the City of Las Vegas of the status of any project.

7. Work Stoppage

The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work.

8. Assignability

The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to insure that the work is performed satisfactorily.

9. Scope of Contract

This Contract incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this Contract.

10. Amendment

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

11. Registration

All work shall be under the direction of a Professional Engineer registered by the State of New Mexico.

12. Professional Standards

The Consultant agrees to abide by and perform its duties in accordance with the ethics of its profession on all federal, state laws, and municipal ordinances and regulations regulating the practice of engineering/architecture.

13. Authority to Bind the City

The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

14. Notices

Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivery to the City Clerk's office or by mail or hand-delivery to the Consultant's office.

15. Subject to other Documents

This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference into this agreement.

16. Insurance

The Consultant must at all times hold errors and omissions liability insurance of at least \$500,000.00, and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to City upon execution of this contract.

17. Conflict of Interest

The Consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.

18. Method of Payment

The Consultant shall submit an itemized monthly statement of work performed on behalf of the City, to the Public Works Department; as outlined herein. The City will then make payment by the 15th of the following month.

19. Binding Effect

This Agreement shall be binding upon the heirs, personal representatives, assignees, and successors in interest of the parties hereto.

20. Indemnification

The Consultant will indemnify, keep and save harmless the City, its agents, officials, and employees, against all suits or claims that may be based on injury to persons or property that

are a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.

C. DATE OF RECEIPT OF PROPOSALS

Proposals pursuant to this Request for Proposals must be received at the location and before the date and time given in the advertisement.

D. FORMAT FOR CONSULTANT SERVICES PROPOSALS

1. Maximum of fifteen (15) pages, including title, index, to include the front and back cover.
2. Bound on left hand margin.
3. 8 ½" x 11" paper.
4. Printed on one side of sheets only.
5. One (1) original and ~~sx~~(6) identical copies.
6. Transmittal letter, if any, to be included in the fifteen (15) page limit.
7. No other material to be included unless otherwise requested.

E. ENVELOPES

Sealed proposal envelopes shall be clearly marked "ARCHITECTURAL SERVICES FOR PHASE I AND II OF THE ABE MONTOYA RECREATION CENTER" on the outside of the envelope. This information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in rejection of the proposal.

F. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offerors whose proposal is most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this request for the proposals. The proposal will be ranked by a committee as assigned by City Manager. It is anticipated that ranking will be completed by April, 2015. After initial ranking of the proposals, at the City's sole option, the City may decide to interview the top two or three ranked offerors to develop final rankings or may consider the rankings based on the proposals as being final. The City will undertake negotiations with the top ranked offerors and will not negotiate with lower ranked offerors unless negotiations with the higher ranked offerors have been unsuccessful, and have been terminated.

G. COST OF PREPARING AND SUBMITTING PROPOSALS

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

CONDITIONS GOVERNING THE PROCUREMENT

This section of RFP outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

- | | |
|--|---|
| 1. Issue RFP
Issue Date: | Public Works Department
<u>March 15, 2015</u> |
| 2. Questions/Clarifications | Purchasing Department
Date: <u>April 1, 2015</u>
Close of Business |
| 3. Pre-Proposal Meeting | None |
| 4. RFP Addendum | Purchasing Department to Potential Offeror |
| 5. Submission of Proposal | City of Las Vegas
Office of the City Clerk
1700 North Grand Avenue
Las Vegas, New Mexico 87701
505-426-3262 |
| Submission Deadline | Date: <u>April 8, 2015</u> |
| 6. Proposal Evaluation
Tentative Shortlist | Evaluation Committee
Date: <u>April, 2015</u> |
| 7. Pre-Interview meeting
Tentative Date (if required) | Evaluation Committee
Date: <u>April, 2015</u> |
| 8. Notice of Finalists | Public Works Department
To Be Determined |
| 9. Interviews with Finalists
Tentative Interview Date | Evaluation Committee
To Be Determined |
| 10. Notice of Award | Public Works Director
Date: <u>May 2015</u> |
| 11. Contract Negotiations | City (Owner) and Successful Offeror |

B. EXPLANATION OF EVENTS

1. Issue RFP - This RFP is issued by the Public Works Department in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978.
2. Questions/Clarifications/Site Visits - Between the time of issuance of the RFP and the submission deadline, prospective Offerors are encouraged to contact the Purchasing Agent at (505) 426-3248 concerning any questions about the scope of the project or the RFP schedule.

Schedule any meetings through the Purchasing Agent.

3. RFP Addendum - Should any addendum to this RFP be deemed necessary between issuance of the RFP and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an addendum requires a time extension, the proposal submission date will be changed as part of the written addendum.
4. Submission of Proposal - Proposals must be submitted in sealed envelopes, note the RFP # ____ "Architectural Services for Phase I & II of the Abe Montoya Recreation Center" in the lower left hand corner and addressed to:

City of Las Vegas
RFP Number: 2015-26
Office of the City Clerk
1700 North Grand Avenue
Las Vegas, New Mexico 87701
505-426-3262

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE CONSIDERED NON-RESPONSIVE. The Purchasing Department staff will note the time and date on the proposal. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.

Proposals will be reviewed, for completeness and compliance with requirements. Any proposal submitted that is deemed non-responsive will be notified in writing of such determination and the method of protesting that determination (see Section 11.C.1.). Determinations written will be mailed or electronically mailed to those affected.

5. Proposal Evaluation/Shortlist - The Evaluation Committee will review each Offerors proposal. Each member, as outlined in Section V of this RFP, will allocate points. Each member's point totals will be translated into a numeric ranking of all proposals. The four individual member rankings will be totaled together to determine the overall ranking of proposals.

The Evaluation committee may hold interviews with the any number requested by the Evaluation Committee highest-ranked proposals. The Evaluation Committee may request that the award be selected based on the results of the shortlist. If fewer than three proposals are received the Evaluation Committee may recommend an award to the City Council for approval or direct that the RFP be reissued.

6. **Notice of Finalists** - Each responsive Offeror will be notified in writing as to the results of the shortlist. This notice will include the overall rankings awarded by the Evaluation Committee for all proposals submitted and will note firms selected for interview.
7. **Pre-Interview Meeting** - Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. The Evaluation Committee will answer questions from the shortlist firms about the interview process. Also, at the Pre-Interview meeting, the Evaluation Committee shall issue the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the Evaluation Committee.
8. **Interviews with Finalists** - For those proposals selected for interview, notices to finalists will include the interview date and time.
9. **Notice of Award** - The Public Works Department will notify finalists in writing of the final award. This notice will include the interview rankings of firms and the final combined rankings for the project award. At this time, all proposals that were submitted are open for public inspection for a period of thirty (30) days after the award.
10. **Contract Negotiations** - The City and the successful Offeror will begin contract negotiations as soon as possible after notice of award.

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed.

1. **Protests** - In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the Purchasing Agent. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

City of Las Vegas
Office of the City Clerk
1700 North Grand Avenue
Las Vegas, New Mexico 87701
505-426-3262

The 15-day protest period shall begin on the day following the date of written notice of action from the Purchasing Department. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. **Subcontractors** - All work that may result from this procurement must be performed by the contractor and payments will only be made to the contractor. Use of consultants identified in the proposal is permitted, but since the award is made on a qualifications-based evaluation process, subcontracting of the work is not acceptable unless approved by the requesting department.
4. **Amended Proposals** - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously

submitted proposal and must be clearly identified as such in the transmittal letter. The Purchasing Department personnel will not collate or assemble proposal materials.

5. **Offeror's Rights to Withdraw Proposal** - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Purchasing Agent. The approval or denial of with-drawal requests received after the deadline for receipt of the proposals is at the discretion of the Purchasing Agent.

6. **Disclosure of Proposal Contents** - The content of proposals will be kept confidential until the Purchasing Agent has made a written notice of a contract award. At that time, all proposals will be open to the public, except for the material, which is, or has previously been noted and deemed as proprietary or confidential.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

Pursuant to GSD Rule 87-601, Section 16.2, "If a citizen of this state requests disclosure of data, for which an Offeror has made a written request for confidentiality, the procurement officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data." In this instance, the "procurement officer" is the Purchasing Agent.

7. **Termination** - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Purchasing Agent determines such action to be in the best interest of the City of Las Vegas.
8. **Sufficient Appropriation** - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Sending written notice to the contractor will effect such termination. The contractor as final will accept the Owner's decision as to whether sufficient appropriations and authorizations are available.

If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

9. **Standard Contract** - The Owner does not deviate from its standard professional services contract. Any Offeror questions about any provision(s) of the contract terms and conditions must be promptly brought to the attention of the Purchasing Agent. A copy of the standard professional services contract is available from the Owner and made part of this RFP.
10. **Offeror Qualifications** - The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Public Works Department will reject the proposal of any Offeror who is deemed not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
11. **Right to Waive Minor Irregularities** - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory

requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

12. **Notice** - The New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
13. **Release of Information** - Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
14. **Project Reporting** - In addition to planning and program meetings with the Owner and Using Department Representative as needed, the Offeror is expected to visit the site at least once a week during the construction phase, or as prescribed by contract agreement.
15. **Ownership of Documents** - The drawings, specifications and other project documents are the property of the Owner. The professional services contract has certain requirements as to the rights and responsibilities of the Owner and Engineer. Record drawings and documents are to be delivered to the Owner.

Record Drawings shall include a set of hard copy reproducible drawings and a set of electronic files as specified by the Owner. The Owner may require Electronic-CAD files of the Bid Documents as well as the as-builts or close out documents.

Offerors must provide verification of meeting Record Drawing provisions of the City of Las Vegas contracted projects. This must be clearly addressed on the project listing form. This includes verifying that Record Drawings showing as-built conditions have been turned into the City for said projects.

Clarifications from Offerors - The Evaluation Committee and/or the Purchasing Agent, after review of the proposals and/or interviews may request clarifications on information submitted by any and all Offerors.

16. **Disclosure Regarding Responsibility** - Any prospective Bidder/Offeror (hereafter Offeror) and any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with the City for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:
 - A. Is presently debarred, suspended, proposed for debarment, or declare ineligible for any award of contract by any Federal entity, stage agency or local public body.
 - B. Have within a three (3) year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any Federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, make false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
 - C. Are presently indicted for, or otherwise criminally or civilly charged by any (Federal, state or local) government entity with, commission of any of the offenses numerating in paragraph B of this disclosure.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

B. NUMBER OF COPIES

Offerors shall provide one (1) original and six (6) identical copies of their proposal to the location specified in Section II, paragraph 8 on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

The proposal must be limited in format and length. Format will be 8-1/2" x 11". Limit the number of foldout sheets. Allowance of foldout sheets up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of fifteen (15) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the Purchasing Agent for clarification, prior to submittal of documents.

Material excluded from the fifteen (15) page maximum count shall include and shall be limited to:

- Front cover (blank on backside)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (blank except for title information)
- Certificate(s) of insurance
- Back cover (blank on one side)
- Project Listing Form (provided at end of this RFP)
- Campaign Contribution Form (provided at end of this RFP)
- Offeror Information Sheet

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 15 PAGE MAXIMUM.

Any proposal deemed non-conforming by the Evaluation Committee or Purchasing Agent in regard to format will be considered non-responsive. Offerors shall contact the Purchasing Agent to clarify any questions concerning format prior to submission.

1. **Proposal Organization** - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria are helpful.
2. **Submittal Letter** - Each proposal must be accompanied by a submittal letter. The submittal letter (The following information will be required in order to contract for the project) should:
 - a. identify the submitting business;

- b. identify name and title of the person(s) authorized by the company to contractually obligate the business for the purposes of this RFP;
 - c. identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
 - d. explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section 11.C. of this RFP;
 - e. be signed by a person authorized to contractually obligate the Offerer;
 - f. acknowledge receipt of any and all amendments to this RFP;
 - g. contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP;
 - h. contain a statement indicating a commitment to comply with the ASHRAE STANDARD, ASHRAE/IES 90.1-1989, Energy Efficiency Design of New Buildings, and the New Mexico Model Energy Code. Also, that designs will incorporate water conserving fixtures and features; and,
 - i. contain a statement indicating a commitment to comply with to comply with Section 74-9-19, NMSA 1978, of the New Mexico Solid Waste Act. Recycled materials will be investigated and incorporated where applicable into the design construction documents, and specifications will encourage the use of recycled materials in construction.
3. **Projects Listing Form** - Include with the submittal letter the completed Project Listing Form. A blank form is included at the end of this RFP. All prior Evaluation Committees awards to the proposing firm that are less than 75% complete shall be included on the form. Information determined to be inaccurate by the Project Manager/Department or Staff will be confirmed with the Offeror and corrected as necessary, prior to scoring by the Evaluation Committee.
 4. **Bidder Information Form** - Complete and Notarized.
 5. **Campaign Contribution Disclosure Form** - Complete and return per §13-1-191.1
 6. **In-State Veteran's Preference Form** - Complete and return per §13-1-21 or §13-1-22.

EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: _____ DATE: _____

**RATING SHEET FOR:
Architectural Services for Recreation Center
Offeror: _____**

ITEM	POSSIBLE POINTS	POINTS AWARDED
RFP - A Architectural Services for Rec Center		
1. Specialized Planning, Design and Technical Competence	<u>30</u>	
2. Capacity and Capability	<u>10</u>	
3. Past Record of Performance	<u>25</u>	
4. Familiarity with the City of Las Vegas, knowledge of type of work required and land use regulations	<u>20</u>	
5. Approach to the Project / Offeror's work to be done in Las Vegas, NM	<u>10</u>	
6. Current Volume of Work Being Done for the City	<u>5</u>	
SUBTOTAL PLANNING & DESIGN SERVICES	<u>100</u>	

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/5/15

DEPT: Community Development

MEETING DATE: 6/16/15

DISCUSSION ITEM/TOPIC:

Recommendation to publish Ordinance 15-06 amending Chapter 242 Flood Hazard Prevention, Article IV Administration, Section 14(F) Duties and Responsibilities of Floodplain Administrator of the Las Vegas Code

BACKGROUND/RATIONALE:

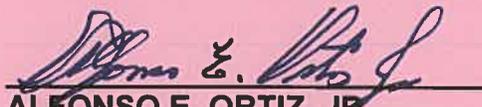
On March 17, 2015, State Floodplain Coordinator, Mr. Bill Borthwick, conducted a Community Assistance Visit (CAV) in Las Vegas. The CAV included a review of Chapter 242 Floodplain Hazard Prevention of the Las Vegas Code. All Articles meet or exceed the respective provisions of the National Flood Insurance Program Floodplain Management Regulations, Title 44 Code of Federal Regulations (CFR) Part 59 and 60, with the exception of §242-14(F), which requires an update regarding notifications.

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:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

**CITY OF LAS VEGAS
ORDINANCE NO. 15-06**

AN ORDINANCE TO AMEND the Code of the City of Las Vegas, Chapter 242 thereof, entitled Flood Hazard Prevention, Article IV Administration, Section 14(F) Duties and Responsibilities of Floodplain Administrator, to change the State of New Mexico Coordinating Agency.

Be it ordained by the Council of the City of Las Vegas, as follows:

Section 14(F) Duties and Responsibilities of Floodplain Administrator of Chapter 242, Flood Hazard Prevention, of the Code of the City of Las Vegas is hereby amended to change the State of New Mexico Coordinating Agency from the New Mexico State Engineers Office to the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM), to read as follows:

§242-14 Duties and responsibilities of floodplain administrator.

F. Notify in riverine situations, adjacent communities and the State of New Mexico Coordinating Agency which is the ~~New Mexico State Engineers Office~~ New Mexico Department of Homeland Security and Emergency Management (NMDHSEM), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero, City Attorney

Chapter 242. Flood Hazard Prevention

Article IV. Administration

§ 242-14. Duties and responsibilities of floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- A. Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- B. Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- C. Review, approve or deny all applications for development permits required by adoption of this chapter.
- D. Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334) from which prior approval is required.
- E. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.
- F. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the New Mexico State Engineers Office, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- G. Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
- H. When base flood elevation data has not been provided in accordance with § 242-7, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of Article V.
- I. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- J. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by Section 65.12.

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Community Floodplain Management Regulations Reviewed by (circle one): FEMA State Other: (Agency Name) Benjamin Maynes, CFM, Floodplain Administrator

Reviewer's Determination: / / The floodplain management regulations are compliant.
 / / The floodplain management regulations are not compliant.

Approved by: _____ (FEMA only) Date of Approval: ___ / ___ / ___

The "Item Description" is a synopsis of the regulatory requirement and should not be construed as a complete description. Refer to the actual language contained in the National Flood Insurance Program Floodplain Management Regulations at Title 44 Code of Federal Regulations (CFR) Part 59 and 60 for the complete description of the required minimum criteria. Below the "Level of Regulations" column, you can indicate whether the community ordinance meets or exceeds the respective provision in the non-shaded areas.

Item Description (Section reference to the NFIP Regulations follows)	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
ORDINANCES MUST CONTAIN THE FOLLOWING PROVISIONS:						
1. Citation of Statutory Authority				✓		Article I § 242-1
2. Framework for administering the ordinance (including permit system, establishment of the office for administering the ordinance, record keeping, etc.).				✓		Article IV § 242-13 thru 16
3. Adequate enforcement provisions (including a violation and penalty section specifying actions the community will take to assure compliance).				✓		Article V § 242-22
4. Variance section with evaluation criteria and insurance notice. [60.6(a)]				✓		Article IV § 242-16
5. Effective Date: 10/25/2010 Adoption Date: 10/13/2010				✓		Ordinance #10-27 § 242
6. Signature of Appropriate Official and Certification Official.				✓		Article IV § 242-13

¹ If a community has both floodways and coastal high hazard areas, it must meet the requirements of both level 60.3(d) and 60.3(e).

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas, New Mexico C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Item Description <i>(Section reference to the NFIP Regulations follows)</i>	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
OTHER PROVISIONS AND ACTIONS THAT MAY BE NECESSARY TO MAKE THE ORDINANCE LEGALLY ENFORCEABLE AND ENSURE THAT IT CAN BE PROPERLY ADMINISTERED:						
7: Purpose section citing health, safety, and welfare reasons for adoption.				✓		Article I § 242-3
8: Disclaimer of Liability section advising that the degree of flood protection required by the ordinance is considered reasonable but does not imply total flood protection.				✓		Article III § 242-12
9. Abrogation and Greater Restriction section. (e.g., This Ordinance shall not in any way impair/remove the necessity of compliance with any other applicable laws, ordinances, regulations, etc. Where this Ordinance imposes a greater restriction, the provisions of this Ordinance shall control.)				✓		Article III § 242-10
10. Severability section. (e.g., If any section, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.)				✓		Article III § 242-11
11. Public hearing (State/local laws may require hearings)				✓		Article IV § 242-16
12. Publication (State/local laws may require public notices)				✓		Article IV § 242-16
13. Definitions: [59.1] ✓ Base Flood; Base Flood Elevation; ✓ Development; ✓ Existing manufactured home park or subdivision; ✓ Expansion to an existing manufactured home park or subdivision; ✓ Flood Insurance Rate Map; ✓ Flood Insurance Study; ✓ Floodway; ✓ Lowest Floor; ✓ Manufactured Home; ✓ Manufactured Home Park or Subdivision; ✓ New Construction; ✓ New Manufactured Home Park or Subdivision; ✓ Recreational Vehicle; ✓ Special Flood Hazard Area; ✓ Start of Construction; ✓ Structure;				✓		Article II § 242-5

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas, New Mexico C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Item Description <i>(Section reference to the NFIP Regulations follows)</i>	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
✓ Substantial Damage; ✓ Substantial Improvement; ✓ Violation; Other Definitions as appropriate such as ✓ Floodproofing; ✓ Highest adjacent grade for community's with mapped AO Zones; ✓ Historic Structures						
14. Adopt or reference correct Map and date. [60.3(b)] (If the community has an automatic adoption provision in its ordinance, is it a valid provision?)				✓		Article III § 242-7
15. Adopt or reference correct Flood Insurance Study and date. [60.3(c), (d), and/or (e)] (If the community has an automatic adoption provision in its ordinance, is it a valid provision?)				✓		Article III § 242-7
16. Require permits for all proposed construction or other development including placement of manufactured homes to determine whether such construction or development is in a floodplain. [60.3(a)(1)]						
17. Require permits for all proposed construction and other development within SFHAs. [60.3(b)(1)]				✓		Article III § 242-8
18. Assure that all other State and Federal permits are obtained. [60.3(a)(2)]				✓		Article IV § 242-14 D.
19. Review permits to assure sites are reasonably safe from flooding and require for new construction and substantial improvements in flood-prone areas [60.3(a)(3)]: (a) Anchoring (including manufactured homes) to prevent flotation, collapse, or lateral movement of the structure. [60.3(a)(3)(i)]				✓		Article V § 242-17 A.

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas, New Mexico C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Item Description (Section reference to the NFIP Regulations follows)	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
(b) Use of flood-resistant materials. [60.3(a)(3)(ii)]				✓		Article V § 242-17 C.
(c) Construction methods and practices that minimize flood damage. [60.3(a)(3)(iii)]				✓		Article V § 242-17 B.
(d) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities designed and/or located to prevent water entry to accumulation. [60.3(a)(3)(iv)]				✓		Article V § 242-17 D.
20. Review subdivision proposals and other development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding [60.3(a)(4)]. If a subdivision or other development proposal is in a flood-prone area, assure that:						Article V § 242-19 A.
(a) Such proposals minimize flood damage. [60.3(a)(4)(i)]				✓		Article V § 242-19 E.
(b) Public utilities and facilities are constructed so as to minimize flood damage. [60.3(a)(4)(ii)]				✓		Article V § 242-19 E.
(c) Adequate drainage is provided. [60.3(a)(4)(iii)]				✓		Article V § 242-19 D.
21. Require new and replacement water supply and sanitary sewage systems to be designed to minimize or eliminate infiltration. [60.3(a)(5) and 60.3(a)(6)]				✓		Article V § 242-17 F.
22. Require onsite waste disposal systems be designed to avoid impairment or contamination. [60.3(a)(6)(ii)]				✓		Article V § 242-17 G.
23. Require base flood elevation data for subdivision proposals or other developments greater than 50 lots or 5 acres. [60.3(b)(3)]				✓		Article V § 242-19 C.
24. In A Zones, in the absence of FEMA BFE data and				✓		Article IV

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas, New Mexico C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Item Description <i>(Section reference to the NFIP Regulations follows)</i>	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
floodway data, obtain, review, and reasonably utilize other BFE and floodway data as a basis for elevating residential structures to or above the base flood level, and for floodproofing or elevating non-residential structures to or above the base flood level. [60.3(b)(4)]						§ 242-17 H.(I)
25. Where BFE data are utilized in Zone A, obtain and maintain records of the lowest floor and floodproofing elevations for new and substantially improved construction. [60.3(b)(5)]				✓		Article IV § 242-15 A.(1)
26. In riverine areas, notify adjacent communities of watercourse alterations and relocations. [60.3(b)(6)]				✓		Article IV § 242-14 F.
27. Maintain the carrying capacity of an altered or relocated watercourse. [60.3(b)(7)]				✓		Article IV § 242-14 G.
28. Require all manufactured homes to be elevated and anchored to resist flotation, collapse, or lateral movement. [60.3(b)(8)]				✓		Article V § 242-19 D (1.)
29. Require all new and substantially improve residential structures within A1-30, AE, and AH Zones have their lowest floor (including basement) elevated to or above the Base Flood Elevation. [60.3(c)(2)]				✓		Article V § 242-18 A.
30. ² In AO Zones, require that new and substantially improved residential structures have their lowest floor (including basement) to or above the highest adjacent grade at least as high as the FIRM's depth number. [60.3(c)(7)]				✓		Article V § 242-20 A.
31. Require that new and substantially improved non-residential structures within A1-30, AE, and AH Zones have their lowest floor elevated or floodproofed to or above the Base Flood Elevation. [60.3(c)(3)]				✓		Article V § 242-20 B. (1.)

² Item 30 and 32 are not required if the community has no AO Zones.

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas, New Mexico C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Item Description <i>(Section reference to the NFIP Regulations follows)</i>	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
32. ² In AO Zones, require new and substantially improved <u>non-residential</u> structures have their lowest floor elevated or completely floodproofed above the highest adjacent grade to at least as high as the depth number on the FIRM. [60.3(c)(8)]				✓		Article V § 242-20 B. (1.)
33. Require that for floodproofed non-residential structures, a registered professional engineer/architect certify that the design and methods of construction meet requirements at 60.3(c) (3) (ii). [60.3(c)(4)]				✓		Article V § 242-18 B.
34. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are used solely for parking of vehicles, building access or storage in an area other than a basement and which is subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing the entry and exit of floodwaters in accordance with the specifications in 60.3(c) (5). (Openings requirement)				✓		Article V § 242-18 C. (1.2.3.)
35. ³ Until a regulatory floodway is designated, no encroachment may increase the Base Flood level more than 1 foot. [60.3(c)(10)]				✓		Article V § 242-21 A.
36. ⁴ In Zones AO and AH, require drainage paths around structures on slopes to guide water away from structures.				✓		Article V § 242-20 D.

³ Item 35 is not required if all streams have floodways designated.

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas, New Mexico C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Item Description (Section reference to the NFIP Regulations follows)	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
[60.3(c)(11)]						
37. Require that manufactured homes placed or substantially improved within A1-30, AH, and AE Zones, which meet one of the following location criteria, to be elevated such that the lowest floor is to or above the Base Flood Elevation and be securely anchored: (i) outside a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; (iv) on a site in an existing park which a manufactured home has incurred substantial damage as a result of a flood. [60.3(c)(6)]				✓		Article V § 242-18 D.(2.)
38. In A-1-30, AH, and AE Zones, require that manufactured homes to be placed or substantially improved in an <u>existing</u> manufactured home park to be elevated so that (i) the lowest floor is at or above the Base Flood Elevation; OR (ii) the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored. [60.3(c)(12)]				✓		Article V § 242-18 D.(3.)
39. In A1-30, AH, and AE Zones, all recreational vehicles to be placed on a site must (i) be elevated and anchored; OR (ii) be on the site for less than 180 consecutive days; OR (iii) be fully licensed and highway ready. [60.3(c)(14)]				✓		Article V § 242-18 E.(c) § 242-18 E.(a) § 242-18 E.(b)
40. Designate a regulatory floodway which will not increase the Base Flood level more than 1 foot. [60.3(d)(2)]				✓		Article V § 242-21 A.

⁴ Item 36 is not required if the community has no AO or AH Zones.

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas, New Mexico C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Item Description <i>(Section reference to the NFIP Regulations follows)</i>	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
41. In a regulatory floodway, prohibit any encroachment, which would cause any increase in the Base Flood level unless hydrologic and hydraulic analyses prove that the proposed encroachment would not increase flood levels during the Base Flood discharge. [60.3(d)(3)]				✓		Article V § 242-21 A.
42. In V1-30, VE, and V Zones, obtain and maintain the elevation of the bottom of the lowest horizontal structural member of the lowest floor of all new and substantially improved structures. [60.3(e)(2)]						
43. In V1-30, VE, and V Zones, require that all new construction and substantial improvements:						
(a) Are elevated and secured to anchored pilings or columns so that the bottom of the lowest horizontal structural member is at or above the Base Flood Elevation. [60.3(e)(4)]						
(b) A registered professional engineer/architect certify that the design and methods of construction meet elevation and anchoring requirements at 60.3(e) (4) (i) and (ii). [60.3(e)(4)]						
(c) Have the space below the lowest floor either free of obstruction or constructed with breakaway walls. Any enclosed space shall be used solely for parking, building access, or storage. [60.3(e)(5)]						
(d) All new construction is landward of mean high tide. [60.3(e)(3)]						
(e) Prohibit use of fill for structural support. [60.3(e)(6)]						
(f) Prohibit alteration of sand dunes and mangrove stands, which would increase potential flood damage. [60.3(e)(7)]						
44. Require that manufactured homes placed or substantially improved within V1-30, VE, and V Zones, which meet one of the following location criteria, meet the V Zone standards in 60.3(e)(2) through (e)(7):						

NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS REVIEW CHECKLIST

Community City of Las Vegas, New Mexico C.I.D. 350068 State New Mexico

Reviewed by: Bill Borthwick, CFM, State Floodplain Coordinator Date of Review: March 17, 2015

Item Description (Section reference to the NFIP Regulations follows)	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
(i) outside a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; (iv) on a site in an existing park which a manufactured home has incurred substantial damage as a result of a flood. [60.3(e)(8)]						
45. In V1-30, VE, and V Zones, require that manufactured homes to be placed or substantially improved in an <u>existing</u> manufactured home park to be elevated so that (i) the lowest floor is at or above the Base Flood Elevation; OR (ii) the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored. [60.3(e)(8)(iv)]						
46. In V1-30, VE, and V zones, all recreational vehicles to be placed on a site must (i) be elevated and anchored; OR (ii) be on the site for less than 180 consecutive days; OR (iii) be fully licensed and highway ready. [60.3(e)(9)]						

Comments Bill Borthwick, CFM, State Floodplain Coordinator has reviewed the City of Las Vegas, New Mexico Flood Damage Prevention Ordinance Chapter 242 on FEMA Template 60.3(d) on this date. Please add the State of New Mexico Coordinating Agency for the National Flood Insurance Program (NFIP) New Mexico Department of Homeland Security and Emergency -Management (NMDHSEM). The insert is in Article IV § 242-14 F.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 5-2-15

DEPT: Community Development

MEETING DATE: 5-16-15

DISCUSSION ITEM/TOPIC:

Recommendation to publish Ordinance 15-07, amending the Code of the City of Las Vegas, Chapter 301 Nuisances. 301-2 Definitions and rules of construction, and 301-6 Nuisance declared.

BACKGROUND/RATIONALE: The city municipal code Chapter 301, Nuisances, needs additional language for further clarification and to define dangerous/unsafe buildings or structures.

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:



**ALFONSO E. ORTIZ, JR.
MAYOR**



**ELMER J. MARTINEZ
CITY MANAGER**



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



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



**DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

Approved to form 1-26-15

City of Las Vegas

Ordinance No. 15-07

AN ORDINANCE TO AMEND the Code of the City of Las Vegas Chapter 301 thereof, entitled Nuisances, to add a new section providing enforcement for Dangerous/ Unsafe Buildings or Structures

Be it ordained by the Council of the City of Las Vegas as follows:

Section 1. Chapter 301 of the Code of the City of Las Vegas is hereby amended to add a new definition to §301-2 as follows:

301-2 Definitions and rules of construction.

Owner

Includes any person that holds record title to the property and any person entitled under any agreement to the control or direction of the management or disposition of the building or premises where the violation in question occurs.

Section 2. Chapter 301 of the Code of the City of Las Vegas is hereby also amended to add language to 301-6 as follows:

§ 301-6. Nuisance declared.

In the interest of the inhabitants of the municipality, it is necessary to prohibit the accumulation of junk, trash and solid waste on property within the corporate limits of the municipality by declaring such accumulation a nuisance. It shall also be unlawful to be in the possession of, or maintain a Dangerous/Unsafe building and/or structure. The following are hereby declared to be a public nuisance:

Section 3. Chapter 301-6 of the Code of the City of Las Vegas is hereby also amended to define solid waste 301-6C as follows:

C.

Hazardous premises. It shall be unlawful for any person to permit in or about his premises weeds, briars, brush or any other rubble, wreckage, or debris, to become in any way hazardous or injurious to public health or to obstruct pedestrian and vehicular traffic.

Section 4. Chapter 301 of the Code of the City of Las Vegas is hereby also amended to add a section following 301-6G, to be known as 301-6H as follows:

H.

Dangerous/ Unsafe Buildings or Structures.

(1)

It is unlawful for any person, firm, or corporation to allow a building or structure, in their ownership to become dangerous/unsafe within the city limits which result in a nuisance affecting the public comfort, health, peace, welfare, or safety.

(2)

Definitions. As used in this section, the following terms shall have the following meanings:

DANGEROUS BUILDING/STRUCTURE

Any building or structure from which the foundation, windows, roofs, walls, vents, floors, and/or doors are susceptible to insects, rodents, and vermin entering the building, causing an infestation that can alter the public comfort, health, peace, welfare, or safety.

UNSAFE BUILDING/STRUCTURE

Any building or structure, or any part of a building or structure, that is in an impaired condition that makes it unsafe to a person or property.

Passed, Approved, and Adopted on this _____ day of _____ 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Cassandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero, City Attorney

Chapter 301. Nuisances

§ 301-2. Definitions and rules of construction.

In the construction of the Nuisances Code Ordinance, the following definitions and rules of construction shall be observed, unless it shall be otherwise expressly provided in any section of this chapter, or unless inconsistent with the manifest intent of this chapter:

ACCUSED

Any person charged with the violation of any ordinance of the municipality that imposes a penalty.

ANOTHER or OTHER

Any other human being or legal entity, whether incorporated or unincorporated, including the United States, the State of New Mexico or any subdivision thereof.

ANYTHING OF VALUE

Any conceivable thing of the slightest value, tangible or intangible, movable or immovable, corporeal or incorporeal, public or private. The term is not necessarily synonymous with the traditional legal term "property."

DEFENDANT

Any person accused of a violation of any ordinance of the municipality that imposes a penalty.

GOVERNING BODY

The City Council or City Commission of a City; the Board of Trustees of a town or village.

HE or HIM or SHE or HER

Not to be construed as mandatory distinctions of gender if not expressly stipulated.

LAWFUL CUSTODY OR CONFINEMENT

The holding of any person pursuant to lawful authority, including, without limitation, actual or constructive custody of prisoners temporarily outside a penal institution, reformatory, jail, prison farm or ranch.

MAYOR

The chief executive officer of municipalities having the mayor-council form of government.

MUNICIPAL CODE ENFORCEMENT OFFICER

A City employee who is charged with carrying out and enforcing provisions of the Municipal Code, including but not limited to the provisions of this chapter.

MUNICIPALITY

Any incorporated city, town or village, whether incorporated under general act, special act or special charter.

OFFICIAL PROCEEDING

A proceeding heard before any legislative, judicial, administrative or other governmental agency or official authorized to hear evidence under oath, including any referee, hearing examiner, commissioner, notary or other person taking testimony or depositions in any proceeding.

PERSON

Any human being or legal entity, whether incorporated or unincorporated.

PUBLIC EMPLOYEE

Any person receiving remuneration for regular services rendered to the state or any of its political subdivision.

PUBLIC GROUND

Any real property owned or leased by a municipality.

PUBLIC OFFICER

Any elected or appointed officer of the state or any of its political subdivisions, serving with or without remuneration for his services.

SHALL

"Shall" is mandatory, and "may" is permissive.

SOLID WASTE

That which is commonly discarded as waste; or which, if discarded on the ground, will create or contribute to an unsanitary, offensive or unsightly condition. Refuse includes, but is not limited to, the following items or classes of items: waste food; wastepaper and paper products; cans, bottles, or other containers; junked household furnishings and equipment; junked parts or bodies of automobiles and other metallic junk or scrap; portions or carcasses of dead animals; and collection of ashes, dirt, yard trimmings or other rubbish.

STREET

Any thoroughfare that can accommodate pedestrian or vehicular traffic, is open to the public and is under the control of the municipality.

§ 301-6. Nuisance declared.

In the interest of the inhabitants of the municipality, it is necessary to prohibit the accumulation of junk, trash and solid waste on property within the corporate limits of the municipality by declaring such accumulation a nuisance. The following are hereby declared to be a public nuisance:

- A. Littering. It shall be unlawful for any reason for any person to sweep, place or throw solid waste or other waste materials in or upon any sidewalk, street, alley or unoccupied premises.
- B. Unsanitary premises. It shall be unlawful for any person to permit or cause to remain in or about his premises any solid waste, weeds, motor vehicles not in operating condition, wastewater or any conglomeration of residue thereof, which emits odors or serves as a feeding or breeding place for flies, insects or rodents; or which is unsanitary, or injurious to public health.
- C. Hazardous premises. It shall be unlawful for any person to permit in or about his premises weeds, briars, brush or any other solid waste to become in any way hazardous or injurious to public health or to obstruct pedestrian and vehicular traffic.
- D. Accumulation of solid waste. It shall be unlawful for any person to allow solid waste to accumulate upon premises owned, leased, rented or occupied by him during intervals between collection thereof, except in the manner herein provided. It shall be unlawful to deposit any solid waste in or upon the streets, alleys, sidewalks, gutters, curbing, storm sewers, parkways or vacant lots within the

municipality (except in the manner and in the receptacles or container as provided in Subsection E of this section).

- E. Solid waste receptacles. All solid waste receptacles shall be maintained in a clean and sanitary condition by the owner or person using the receptacle, and such receptacles shall be located only in such places as shall be readily accessible for removing and emptying the same, but shall not be placed in such place or position as may constitute a nuisance or obstruction to vehicular or pedestrian traffic.
- F. Polluting water. Polluting water consists of knowingly and unlawfully introducing any object or substance into any body of public water causing it to be offensive or dangerous for human or animal consumption or use. Polluting water constitutes a public nuisance. For the purpose of this section, "body of water" means any public river or tributary thereof, stream, lake, pond, reservoir, acequia, canal, ditch, spring, well or declared or known groundwaters.
- G. Outdoor vehicle storage; prohibited acts.

(1) It is unlawful for any person, firm, or corporation to store on, place on, or permit to be stored or placed on, or allowed to remain on any occupied or unoccupied land within the municipal limits a dismantled, partially dismantled or inoperative motor vehicle, or any parts of a motor vehicle, except in areas where such activity is within the contemplated purpose of duly licensed businesses and are kept in a wholly enclosed garage or structure.

(2) Definitions. As used in this section, the following terms shall have the following meanings:

DISMANTLED OR PARTIALLY DISMANTLED VEHICLE

Any motor vehicle from which some part or parts which are ordinarily a component thereof have been removed or are missing.

INOPERATIVE OR INOPERABLE MOTOR VEHICLE

Any motor vehicle which by reason of dismantling disrepair or other cause is incapable of being propelled under its own power.

MOTOR VEHICLE

Any wheeled vehicle which is self-propelled or intended to be self-propelled.

(3) This subsection shall be construed as being supplementary to any sections of this chapter relating to rubbish, litter, refuse, and shall not be construed to permit the parking or placing of dismantled, partially dismantled or inoperable motor vehicles on any public street.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/5/15

DEPT: Community Development

MEETING DATE: 6/16/15

DISCUSSION ITEM/TOPIC:

Recommendation to publish Ordinance 15-09 amending Chapter 389 Taxation, Article I Lodgers Tax, Section 15(A) Use of Monies of the Las Vegas Code

BACKGROUND/RATIONALE:

Chapter 389 Taxation does not accurately reflect the minimum requirements for use of Lodgers Tax for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events.

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:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
ORDINANCE NO. 15-09**

AN ORDINANCE TO AMEND the Code of the City of Las Vegas, Chapter 389 thereof, entitled Taxation, Article I Lodgers Tax, Section 15(A) Use of Monies.

Be it ordained by the Council of the City of Las Vegas, as follows:

Section 15(A) of Chapter 389, Taxation, of the Code of the City of Las Vegas is hereby amended to correct the minimum requirements for use of Lodgers Tax for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events, to read as follows:

§389-15 Use of Monies.

A. The City shall use $\frac{1}{2}$ of the proceeds of the first 3% of the tax and not less than $\frac{1}{4}$ of the proceeds from the tax in excess of 3% only for advertising, publicizing and promoting tourist-related attractions, facilities and events. ~~Not less than $\frac{1}{2}$ of the proceeds from the tax shall be used for those purposes.~~ The proceeds from this portion of the tax shall be used within two years of the close of the fiscal year in which they were collected and shall not be accumulated beyond that date or used for any other purpose.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero, City Attorney

City of Las Vegas, NM
Monday, June 8, 2015

Chapter 389. Taxation

Article I. Lodgers' Tax

§ 389-15. Use of monies.

- A. The City shall use $\frac{1}{2}$ of the proceeds of the first 3% of the tax and not less than $\frac{1}{4}$ of the proceeds from the tax in excess of 3% only for advertising, publicizing and promoting tourist-related attractions, facilities and events. Not less than $\frac{1}{2}$ of the proceeds from the tax shall be used for those purposes. The proceeds from this portion of the tax shall be used within two years of the close of the fiscal year in which they were collected and shall not be accumulated beyond that date or used for any other purpose.
- B. The City may use the balance of the proceeds of the tax to defray the cost of:
- (1) Collecting and otherwise administering the tax, including the performance of audits required by the Lodgers' Tax Act and this article, pursuant to guidelines issued by the Department of Finance and Administration of the State of New Mexico.
 - (2) Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property of any interest in real property for the site or grounds for tourist-related facilities, attraction or transportation systems of the City.
 - (3) The principal of and interest on any prior redemption premiums due in connection with and any other charge pertaining to revenue bonds authorized by NMSA 1978, § 3-38-23 or 3-38-24.
 - (4) Advertising, publicizing and promoting tourist-related attractions, facilities and events of the City and tourist facilities or attractions within the area.
 - (5) Providing police and fire protection and sanitation service for tourist-related events, facilities and attraction located in the City; or
 - (6) Any combination of the foregoing purposes or transactions stated in the section.

3-38-15 . Authorization of tax; limitations on use of proceeds.

A. A municipality may impose by ordinance an occupancy tax for revenues on lodging within the municipality, and the board of county commissioners of a county may impose by ordinance an occupancy tax for revenues on lodging within that part of the county outside of the incorporated limits of a municipality.

B. The occupancy tax shall not exceed five percent of the gross taxable rent.

C. Every vendor who is furnishing any lodgings within a municipality or county is exercising a taxable privilege.

D. The following portions of the proceeds from the occupancy tax shall be used only for advertising, publicizing and promoting tourist-related attractions, facilities and events:

(1) if the municipality or county imposes an occupancy tax of no more than two percent, not less than one-fourth of the proceeds shall be used for those purposes;

✓ (2) if the occupancy tax imposed is more than two percent and the municipality is not located in a class A county or the county is not a class A county, not less than one-half of the proceeds from the first three percent of the tax and not less than one-fourth of the proceeds from the tax in excess of three percent shall be used for those purposes; and

(3) if the occupancy tax imposed is more than two percent and the municipality is located in a class A county or the county is a class A county, not less than one-half of the proceeds from the tax shall be used for those purposes.

E. The proceeds from the occupancy tax in excess of the amount required to be used for advertising, publicizing and promoting tourist-related attractions, facilities and events may be used for any purpose authorized in [Section 3-38-21](#) NMSA 1978.

F. The proceeds from the occupancy tax that are required to be used to advertise, publicize and promote tourist-related attractions, facilities and events shall be used within two years of the close of the fiscal year in which they were collected and shall not be accumulated beyond that date or used for any other purpose.

G. Notwithstanding the provisions of Paragraph (2) of Subsection D of this section, any use by a municipality or county of occupancy tax proceeds on January 1, 1996 may continue to be so used after July 1, 1996 in accordance with the provisions of this section and [Section 3-38-21](#) NMSA 1978 as they were in effect prior to July 1, 1996; provided, any change in the use of those tax proceeds after July 1, 1996 is subject to the limitations of that paragraph.

H. Notwithstanding the provisions of Paragraph (2) of Subsection D of this section, the payment of principal and interest on outstanding bonds issued prior to January 1, 1996 pursuant to [Section 3-38-23](#) or [3-38-24](#) NMSA 1978 shall be made in accordance with the retirement schedules of the bonds established at the time of issuance. The amount of expenditures required under Paragraph (2) of Subsection D of this section shall be reduced each year, if necessary, to make the required

payments of principal and interest of all outstanding bonds issued prior to January 1, 1996.

History: 1953 Comp., § 14-37-16, enacted by Laws 1969, ch. 199, § 3; 1976 (S.S.), ch. 34, § 1; 1977, ch. 294, § 1; 1983, ch. 207, § 1; 1987, ch. 9, § 1; 1996, ch. 58, § 3.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/5/15

DEPT: Community Development

MEETING DATE: 6/16/15

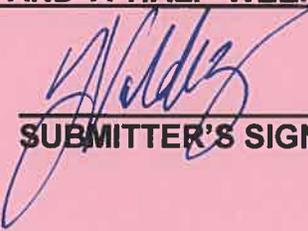
DISCUSSION ITEM/TOPIC:

Recommendation to enter into agreement with the Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation exempt under Section 501(c)(6), for the annual amount of \$50,000 for the period of July 1, 2015, thru June 30, 2016.

BACKGROUND/RATIONALE:

The Las Vegas/San Miguel Economic Development, Inc. (EDC) is designated as the advisory body for economic development, working in partnership with the City as provided in Chapter 33 Economic Development Plan of the City of Las Vegas Code, formally Ordinance No. 01-19, adopted by the governing body of the City of Las Vegas on January 9, 2002. The EDC promotes Las Vegas as a desirable place to do business, produce goods and services, educate our citizens and enjoy the quality of life Las Vegas offers.

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:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



City Attorney's Office

Date: 06/09/15

Department Submitting: Community Development

I am in receipt of the document for review submitted by: Lindsay Valdez

Document to be Reviewed: Las Vegas / San Miguel Economic Development

Urgency: High Priority Medium Priority Low Priority

Deadline: _____

Comments:

Approved:

Dave Romero
Dave Romero, City Attorney

Disapproved:

Dave Romero, City Attorney

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

This contract entered into this _____ day of _____, 2015, and effective **July 1, 2015**, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Las Vegas/San Miguel Economic Development, Inc., a New Mexico non-profit corporation exempt under Section 501(c)(6), hereinafter called the "Contractor."

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

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

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

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

WHEREAS, the City commits financial support for the next twelve (12) months in the amount of \$50,000 for the year to be paid to the Contractor under the terms and conditions of this contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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:

I. SCOPE OF WORK

1. Contractor shall continue to work with David Old of Old Wood, LLC, who is currently in the process of expanding his wood floor operation, creating up to 100 new jobs. The Project Participation Agreement shall be followed as provided under Chapter 33 of the City of Las Vegas Code. Contractor must also meet the requirements to access LEDA and other funding. This project will allow Old Wood, LLC to remain in the community as Las Vegas' sole manufacturing company.
 - a. Contractor shall report quarterly on the status of the project (utilize Project Participation Agreement).
2. Contractor shall work with the City Community Development Department and others to identify funding for roads and drainage at Dee Bibb Industrial Park to provide a more stable infrastructure to support expansion and development.
 - b. Contractor shall report quarterly on the status of the project.
3. Contractor, through its staff or designated principal, shall work with City IT personnel to create a web presence for economic development on the City's website. This site will provide links and critical demographic data about resources and amenities, as well as be a recruitment and contact page for key economic development resources.
 - a. Contractor shall report quarterly on the status of the project, or until completion of the project.
4. Contractor shall respond to PROs (Professional Recruitment Opportunities) which are submitted by the State in a timely and informed manner targeting responses that will produce jobs that support area resources.
 - a. Contractor shall report quarterly on the status of this project.
5. Contractor, using Certified Community Initiative (CCI) grant funding, will actively pursue compatible companies to locate in Las Vegas, concentrating efforts on green/environmentally

responsible companies. This will be accomplished through a marketing strategy developed in cooperation with community partners.

- a. Contractor shall report quarterly on the status of the project.
6. Contractor will continue to pursue the establishment of a Business Incubator/Entrepreneurial Institute in collaboration with New Mexico Highlands University and Luna Community College, as well as economic development partners in the area to create a program for identifying entrepreneurs at local institutions who are interested in going into business and/or filling recognized gaps in products, programs and services in the community. Contractor will collaborate with all available resources in the State Economic Development Office to make best use of existing programs and to help offset costs.
 - a. Contractor shall report quarterly on the status of the project.
 7. Contractor shall actively pursue partnerships with major firms (e.g. Intel, Google, HP) with the goal of creating an incentive program that will enhance telecommuting capabilities and remote tech support in Las Vegas. This includes reaching out to internet providers to stress the demand for infrastructure development in Las Vegas. In addition, Contractor shall partner with New Mexico Highlands University and Luna Community College to encourage the improvement of the technical requirements that will support the jobs of tomorrow (Utilize Bureau of Labor Statistics).
 - a. Contractor shall report quarterly on the status of the project.
 8. Contractor shall continue to pursue a Community Commercial Kitchen to provide opportunities for the development and distribution of goods supplied by local growers. Contractor will work in collaboration with the Tri-County Farmer's Market and other related agencies.
 - a. Contractor shall report quarterly on the status of the project.
 9. Contractor shall explore possible additions and/or improvements of eco-tourism opportunities (e.g. Camping, Hot Springs, Hiking, Zip Lines, Fishing, Horseback Riding, Windsurfing, Paddle Boats/Canoes/Kayaks)
 - a. Contractor shall report quarterly on the status of the project.

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and above stated economic development goals, as well as the goals of the City's Comprehensive Master Plan, through a collaborative effort between public and private sectors. 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. EXECUTION OF RESPONSIBILITIES UNDER CHAPTER 33 OF THE CITY OF LAS VEGAS CODE (FORMERLY ORDINANCE NO. 01-19)

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

IV. DELIVERABLES

Contractor will submit a status/activity report and invoices on a quarterly basis for review and approval by the Community Development Department with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but 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 and will include the Contractor's best estimates as to jobs developed, jobs saved and jobs recruited.

V. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **twelve thousand five hundred dollars (\$12,500) 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, 2016**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for \$12,500 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. SUBJECT TO LAWS

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

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. AMENDMENT

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

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:



Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

Sharon Vandermeer, President

DRAFT

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/03/15

DEPT: Utilities

MEETING DATE: 06/16/15

DISCUSSION ITEM/TOPIC: Recommendation to award bid No. 2015-29 for Rodriguez Park Booster Station Repairs to the low bidder, Done Right Construction.

BACKGROUND/RATIONALE: The purpose of this project is to repair the booster station to allow the station to operate with improved performance and supply reclaimed water to Rodriguez Park. The total cost of the project including NMGRT is \$50,828.53. Done Right construction was the only bidder at the bid opening on June 3, 2015.

Advertised: May 10, 2015 – Albuquerque Journal
May 8, 2015 – Optic and City Website.
Bid Opening: June 3, 2015
Number of Bidders: 1 (see attached bid opening form)
Low Bidder: Done Right Construction
Bid Amount: \$50,828.53
Funding Source: City Funding
Line Item Number: 646-0000-650-8759

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.

 FOR KEVIN GARCIA
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Approved to form 1-26-15



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Rodriguez Pk Booster Station Repairs
PROJECT NUMBER: UT-WE-2015-1
PROJECT MANAGER: Eric Tapia

ENGINEER: Forsgren
CONTRACT NUMBER: 2678-14

PROJECT DESCRIPTION:

This project involves Repairs to the Rodriguez Park Booster Station. It was determined by engineers that the booster station was not installed in accordance with the original design specifications. As a result, the booster station does not operate efficiently or properly. These repairs will allow the station to operate with improved performance to supply reclaimed water to Rodriguez Park. The reclaimed water will be used as an offset to the potable water that is currently being used for irrigation.

TIMELINE: The target timeline for this project is February to July 2015.

FUNDING SOURCES

City \$51,000.00
 State _____
 Federal _____
Total Funds \$51,000.00

ESTIMATED EXPENDITURES

Design _____
 Engineering Services _____
 Construction \$51,000.00
Total w/ GRT \$51,000.00

BUDGETED AMOUNT: \$51,000.00

LINE ITEM NUMBER: 646-0000-650-8759

ACTION	DESCRIPTION	DATE
Funding Source		
Loan/Grant/City	City \$ _____ Grant \$ _____ Loan \$ _____ Total \$ _____	
Authorized Ordinance		
Loan/Subsidy Agreement		
Engineering Services Agreement	Contract# _____ Task Order# _____ \$ _____	
Engineering Estimate	Total Engineer's Estimate \$ _____	
Bid Document Review	Bid # _____	
Advertisement		
Bid Opening	Date _____	
Bid Tabulation	Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____	
Construction Estimate	Contractor Share \$ _____ (Including NMGRT) City Share \$ _____	
Engineer's Recommendation	Contractor _____	
Staff Recommendation		
Committee Recommendation		
Council Approval		
Notice To Proceed		

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 2-Jun-2015

OPENING NO.: 2015-29

TIME: 2:00PM

DEPARTMENT: WATER

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

ITEM(S): **RODRIGUEZ PARK BOOSTER STATION REPAIRS**

	RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Done Right Const. H&R	50,828.58	✓	✓	✓
2					
3					
4					
5					
6					

	COMPANY REPRESENTATIVE	COMPANY NAME
1	<i>[Signature]</i>	City of Las Vegas
2	<i>[Signature]</i>	Done Right Construction, LLC
3	Michael R. Quinn	DONE RIGHT CONSTRUCTION LLC
4	Eric Tapia	Project Mgr. City of Las Vegas
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

DATE: 6-3-15

COPIES TAKEN BY: *[Signature]*

DATE: 03 June 15

OPENED BY: FINANCE DEPARTMENT

DATE: 6-3-15

 **Proposal Bid Rodriguez Park Booster Station Repairs.pdf**
655K

Robert Paulette <rpaulette@forsgren.com>

Wed, Jun 3, 2015 at 5:17 PM

To: DON COLE <doncole2000@msn.com>

Cc: maria Gilvarry <gilvarrym@gmail.com>, Eric Tapia <ericctapia62@gmail.com>

Don

I see nothing irregular in their bid. I am familiar with Done Right Construction and have worked with them as the contractor on a project for the Village of Pecos within the past year on a project successfully completed by them. I would concur in awarding the project to them.

b

Bob Paulette, PE

From: DON COLE [<mailto:doncole2000@msn.com>]

Sent: Wednesday, June 03, 2015 4:18 PM

To: Robert Paulette

Cc: maria Gilvarry; Eric Tapia

Subject: FW: Proposal / Bid Rodriguez Park Booster Station Repairs

[Quoted text hidden]

DON COLE <doncole2000@msn.com>

Thu, Jun 4, 2015 at 8:17 AM

To: maria Gilvarry <gilvarrym@gmail.com>

Cc: Eric Tapia <ericctapia62@gmail.com>, "mcordova87712@gmail.com" <mcordova87712@gmail.com>, Rob Paulette <rpaulette@forsgren.com>, Dave Romero <dromero@ci.las-vegas.nm.us>, Ken Garcia <contactkennesco@gmail.com>, Darlene Arguello <darguello@ci.las-vegas.nm.us>

Maria,

I have reviewed the bid. I have also received the engineers concurrence on the bid. I recommend proceeding with this bid for contract and repair soonest possible.

Please note that the contractor's price on the motor seemed a little high. I would expect to see more accurate accounting of cost in the submittals and remittances.

Thanks,

Don W. Cole
Water Systems Manager
City of Las Vegas
905 12th Street
Las Vegas, NM 87701



PDF Complete
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s for Contractor Licensing



[Home Page](#)

Company Details

Company Name	DONE RIGHT CONSTRUCTION LLC	License Number	93737
Phone Number	5054900098	License Status	Active
Issue Date	04/10/2006	Expiry Date	04/30/2018
Volume	\$1000000.00 +		

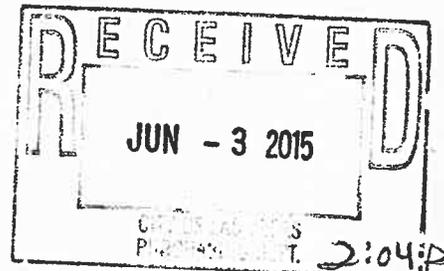
Address

PO BOX 252			
City	PECOS		
State	NM	Zip Code	87552

QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>RUDY SEGURA</u>	253258	EE98	04/10/2006	Attached
<u>RUDY SEGURA</u>	253258	GF02	04/10/2006	Attached
<u>RUDY SEGURA</u>	253258	GF09	04/10/2006	Attached
<u>RUDY SEGURA</u>	361967	MM01	06/23/2009	Attached
<u>RUDY SEGURA</u>	371061	GB98	08/04/2011	Attached

[Back to search page](#) [Back](#)



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m. June 3, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Rodriguez Park Booster Station Repairs

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE. LAS VEGAS, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. GRAND AVE. LAS VEGAS, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Rodriguez Park Repairs, Opening No. 2015-29; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

[Signature]
EDMER J. MARTINEZ, CITY MANAGER

[Signature]
CASANDRA FRESQUEZ, CITY CLERK

[Signature]
ANN M. GALLEGOS, FINANCE DIRECTOR

[Signature]
DINE TAFUYA RODRIGUEZ, PURCHASING OFFICER

Opening No. 2015-29

Date Issued: 4-30-15

Date issued: Published: Albuquerque Journal May 10 2015
Las Vegas Optic May 8 2015
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: DONE RIGHT CONSTRUCTION, LLC
AUTHORIZED AGENT: CARLOS SEQUERA
ADDRESS: PO Box 252 PECOS NM 87552
TELEPHONE NUMBER (505) 757-6478 505 490 2756
FAX NUMBER (505) 757-2575
DELIVERY: N/A
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: 93737
BID ITEM (S): Rodriguez Park Booster Station Repairs

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO

COUNTY OF SAN MIGUEL

I CARLOS SEQUERA, of lawful age, being of first duty sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Carlos Sequera
Signature

Subscribed and sworn to before me, this 3 day of June, 2015.

(SEAL)

OFFICIAL SIGNATURE
Elena M Sequera
Notary Public Signature
My Commission Expires: 1/26/16
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 1/26/16

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, June 3, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for JUNE, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): It is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Changes will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 580671137

SOCIAL SECURITY NUMBER: XXXXXXXXXXXX

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03061912002

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter B1, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

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CONTRACT

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

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): Rodriguez Park Booster Station Repairs

This bid is for repairs to the existing Rodriguez Park Booster Station. All components must work with or equitably replace existing equipment. All components must comply with the original design specifications of the booster station. Submittals for each component will be received to the City prior to selection of the bidder. Original design specifications will be separately attached.

Adjustable Frequency Drive (VFD) supplier shall also provide a 1 phase to 3 phase converter as a single package. Phase converter information shall be included with the VFD submittal. Both VFD and phase converter manufacturer shall provide written documentation confirming their product is suitable for operating with the other. Submittal shall include derating calculations for both the VFDs and phase converter for an altitude of 6,500 feet and as required by the phase converter manufacturer. Phase converter to power the control panel and only one booster pump at a time (both booster pumps never operate at once). Submittal shall include a copy of the respective specifications section. For each paragraph of the Specifications, and for information required above, confirm that the submittal complies and include a tab and sheet number reference to where the information can be found for each paragraph of the Specification. If the submittal does not comply with a paragraph, identify as such and provide an explanation why it does not. Failure to comply with these requirements may result in the City identifying the bidder as "non-responsive."

	Item	Unit	Qty	Price Each	Net Price
A	Adjustable Frequency Drive (See specifications)	EA	2	15,000.00	\$ 30,000.00
B	Phase Converter	EA	1	10,000.00	10,000.00
C	Motor (See specifications below)	EA	1	3,000.00	3,000.00
D	Additional Materials to complete installation	LS	1	500.00	500.00
E	Labor for installation, complete	HR		3500.00	3500.00

Subtotal
Shipping
NM Gross Receipts Tax (8.1458%)
Total:

\$ 47,000.00
NONE
3828.53
\$ 50,828.53

Lead time: 45 calendar days after approval of shop drawings.

Note: Lead time includes shipping and installation time and is a consideration of award.

- A. Adjustable Frequency Drive specification is attached separately (Section 26 29 33).
- B. Record Drawings dated July, 2012 for Rodriguez Park Effluent Re-use Project
- C. Motor specification:

Manufacturer	Baldor Reliance	Des	B
Cat. No.	84Z05097	Class	F
Spec.	37P931Y510E2	NEMA Nom. Eff.	89.5%
HP	15	P.F.	90%
Volts	208-230/460	Rating	40C AMB-CONT
Amps	37-35/17.5	CC	010A
RPM	3450	Bearings - DE	7309
Frame	254TCZ	Bearings - ODE	6307
Hz	60	Encl.	ODIF
PH	3	SN	F1109262250
Ser. F.	1.15	SFA	40-39.4/19.7
Code	H		

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # DONE82

KNOW ALL MEN BY THESE PRESENTS, that we
DONE RIGHT CONSTRUCTION, LLC

Po Box 252
Pecos, NM 87552

as Principal, hereinafter called the Principal, and

U.S. Specialty Insurance Company

13403 Northwest Freeway
Houston, TX 77040

a corporation duly organized under the laws of the State of TX
as Surety, hereinafter called the Surety, are held and firmly bound unto

CITY OF LAS VEGAS

1700 N. GRAND AVENUE

Las Vegas, NM 87701

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid-----Dollars (\$5.00%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
RODRIGUEZ PARK BOOSTER STATION REPAIRS, LAS VEGAS, NEW MEXICO

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee
in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this June 3, 2015

[Handwritten signature of witness]

Witness

DONE RIGHT CONSTRUCTION, LLC

[Handwritten signature of Principal]
(Principal) (Seal)

[Handwritten signature of Title]
Title

U.S. Specialty Insurance Company

[Handwritten signature of Jason E. Sisk]
Title Jason E. Sisk, ATTORNEY-IN-FACT

[Handwritten signature of witness]

Witness

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Lurline D. McCorry or Jason E. Sisk of Albuquerque, New Mexico

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000**)

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



Daniel P. Aguilar, Vice President

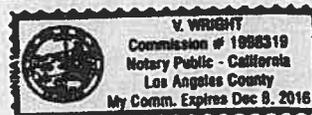
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY, under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3rd day of June, 2015.

Corporate Seals

Bond No. DONE82 Agency No. 9796



Jeannie Lee, Assistant Secretary

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m. June 3, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Rodriguez Park Booster Station Repairs

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. GRAND AVE. LAS VEGAS. NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. GRAND AVE. LAS VEGAS. NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Rodriguez Park Repairs, Opening No. 2015-29; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,

[Signature]
ELMER J. MARTINEZ, CITY MANAGER

[Signature]
CASANDRA FRESQUEZ, CITY CLERK

[Signature]
ANN M. GALLEGOS, FINANCE DIRECTOR

[Signature]
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-29

Date issued: 4-30-15

Date issued: Published: Albuquerque Journal May 10, 2015
Las Vegas Optic May 8, 2015
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Rodriguez Park Booster Station Repairs I

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I _____, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this _____ day of _____, 20_____.

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

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Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, June 3, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for JUNE, 2015. The successful Bidder will be notified by mail.

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

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	Item	Unit	Qty	Price Each	Net Price
A	Adjustable Frequency Drive (See specifications)	EA	2		
B	Phase Converter	EA	1		
C	Motor (See specifications below)	EA	1		
D	Additional Materials to complete installation	LS	1		
E	Labor for installation, complete	HR			

Subtotal
Shipping
NM Gross Receipts Tax (8.1458%)
Total:

Lead time: _____ calendar days after approval of shop drawings.

Note: Lead time includes shipping and installation time and is a consideration of award.

- A. Adjustable Frequency Drive specification is attached separately (Section 26 29 33).
- B. Record Drawings dated July, 2012 for Rodriguez Park Effluent Re-use Project
- C. Motor specification:

Manufacturer	Baldor Reliance		
Cat. No.	84Z05097	Des	B
Spec.	37P931Y510H2	Class	F
HP	15	NEMA Nom. Eff.	89.5%
Volts	208-230/460	P.F.	90%
Amps	37-35/17.5	Rating	40C AMB-CONT
RPM	3450	CC	010A
Frame	254TCZ	Bearings - DE	7309
Hz	60	Bearings - ODE	6307
PH	3	Encl.	ODTF
Ser. F.	1.15	SN	F1109262250
Code	H	SFA	40-39.4/19.7

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

SECTION 26 29 23

ADJUSTABLE FREQUENCY DRIVES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adjustable frequency drives (AFDs) and appurtenances.**

1.02 SUBMITTALS

- A. Product data.**
- B. Ratings and features.**
- C. Elevation and footprint views.**
- D. Schematic and internal connection diagrams.**
- E. AFD manufacturer's published engineering procedures for derating calculations.**
- F. Table which shows all of the information that is shown in Paragraph 3.02 F., adjusted to show actual values for the equipment submitted.**
- G. Recommended spare parts list.**
 - 1. Name/function of part.**
 - 2. Catalog number.**
 - 3. Quantity recommended.**
 - 4. Cost (each) if bought under change order to Contract.**
 - 5. Future source of supply, local to project if available.**
- H. Certification of manufacturer's:**
 - 1. Experience**
 - 2. ISO 9001 status.**

1.03 OPERATION AND MAINTENANCE DATA

- A. Product data.**
- B. Ratings and features.**
- C. Elevation and footprint views.**
- D. Schematic and internal connection diagrams.**

- E. **Table which shows all of the information that is shown in Paragraph 3.02 F., adjusted to show actual values for the equipment installed.**
- F. **One complete set of drawings in ACAD (.dwg) format and in .dxf format on DVD.**
- G. **Manufacturer's standard O&M Manual with troubleshooting guide and parts list.**

1.04 QUALITY CONTROL

- A. **All standard adjustable frequency drives, all options, all assemblies: UL listed and labeled and/or CSA certified/labeled.**
- B. **Provide AFDs which bear CE Marks meeting the following directives:**
 - 1. **Machine directive, 89/392/EEC**
 - 2. **Low voltage directive, 73/23/EEC**
 - 3. **EMC directive, 89/336/EEC**
- C. **Provide AFDs which comply to the following EMC (Electromagnetic compatibility) standards, as applicable to the input power, output power and control inputs/outputs:**
 - 1. **Conducted Emission - EN55011, class A group 1 or class B group 1 as applicable (150kHz – 30MHz).**
 - 2. **Radiated Emission - EN55011, class A group 1. (30MHz – 1000MHz).**
 - 3. **Immunity - EN 61000-4-2 Electrostatic discharges (ESD).**
 - 4. **Immunity - EN 61000-4-3 Radiated electromagnetic field, 1kHz, 80 % amplitude modulated. (80MHz – 1000MHz).**
 - 5. **Immunity - EN 61000-4-4 Burst transients 5/50nS.**
 - 6. **Immunity - EN 61000-4-5 Surge transients 1,2/ 50µS.**
 - 7. **Immunity - ENV 50204 Radiated electromagnetic field, pulse modulated (900MHz ± 5MHz).**
 - 8. **Immunity - EN 61000-4-6 Radio Frequency Common Mode Voltage 1kHz, 80% amplitude modulated (150kHz – 80MHz).**
 - 9. **Immunity - VDE 0160 Section 7.3.1.1 Class W2 test pulse: Mains transients.**
- D. **AFD Manufacturer:**
 - 1. **ISO 9001 certified and ISO 14001 certified.**
 - 2. **Demonstrate a continuous period of manufacture and development of adjustable frequency drives for at least 10 years.**

1.05 SOURCE

- A. **Obtain drive from a factory authorized representative/distributor which provides local sales, parts, technical, and warranty support, and which employees factory authorized and trained personnel.**

PART 2 PRODUCTS

2.01 ADJUSTABLE FREQUENCY DRIVE

A. Major Components:

- 1. AC line disconnect, lockable, door interlocked, if scheduled or shown on the Drawings. Most drives for this project do not require internal disconnects.**
- 2. AC input fuses for protection of AC to DC converter.**
- 3. AFD bypass circuit if scheduled or shown on the Drawings.**
 - a. Drive input isolation: manual 480V switch with auxiliary contacts or IEC contactor as shown on Drawings.**
 - b. Drive output isolation: IEC contactor, sized to match drive output rating.**
 - c. Bypass contactor: NEMA starter with electronic overload relay, size as scheduled.**
 - d. Provide separate compartments and configure components such that it is possible to run the motor in bypass mode while having absolutely no voltage above 24VDC present in the AFD compartment.**
- 4. Phase to phase and phase to ground transient protection on input. Comply with the requirements of EN 6100-4-4 Burst Transients and EN 6100-4-5 Surge Transients.**
- 5. AC to DC converter with AC reactor or DC choke to limit inrush and reduce harmonics.**
- 6. DC to AC Converter:**
 - a. Provide adjustable frequency pulse width modulated (PWM) synthesized sine wave output.**
 - b. Use IGBT devices which are protected against over-voltage, over-current, over-temperature, and reverse voltage.**
 - c. SCR, GTO, or thyristor devices are not acceptable.**
 - d. Set carrier frequency to the lowest available unless a higher frequency is recommended by the manufacturer and allowed by the Engineer. Coordinate output filter selection with carrier frequency.**
- 7. Provide drive output protection such that short circuit or ground fault on the motor leads does not damage the drive.**
- 8. Motor Overload Protection:**
 - a. Drives with bypass: provide a separate solid-state overload relay.**
 - b. Drives without bypass: provide a separate solid-state overload relay or provide speed sensitive solid state motor overload protection integral to the drive electronics.**
- 9. Control power transformers for drive itself, for bypass contactors, and for others loads as shown on the Drawings. Provide extra VA capacity as scheduled or shown on the Drawings.**
- 10. Provide additional controls as shown on the Drawings.**
- 11. 24VDC power supply with 400 mA available for use by Owner's controls.**

B. Efficiency:

- 1. Minimum efficiency at 100% load: 96%.**
- 2. Minimum efficiency at 20% load: 92%.**

- C. Input Voltage as Scheduled or shown on the Drawings:**
1. 208 V 3 phase nominal, self adjusting for 200-240 V plus or minus 10 percent input or
 2. 460 V 3 phase nominal, self adjusting for 380-480 V plus or minus 10 percent input.
 3. 120 V single phase.
 4. Displacement power factor: 94% or greater from no load to full load.
- D. Output Voltage: 0 to line voltage, to match input, 3 phase, 0 to 120 Hertz, variable voltage (volts/Hertz) up to 60 Hertz, constant voltage above 60 Hertz. However, for drives which power positive displacement pumps or blowers, provide sensorless vector control capability.**
- E. Output Frequency Control Options:**
1. Manual speed control by means of keypad or front-panel mounted potentiometer.
 2. 4 to 20 mA signal into input port which is isolated from AC power, ground, and drive electronics internal power and ground:
 - a. Direct control of frequency,
 - b. PID control for closed loop speed regulation, closed loop process control, or open loop torque control. See schedule.
 3. Features, such as programmable hardware inputs, to allow control of frequency as:
 - a. Above choices,
 - b. Preset frequencies,
 - c. Commanded over communications link.
- F. Skip Frequencies:**
1. Provide three adjustable set points that lock out continuous operation at frequencies which may produce mechanical resonance.
 2. Provide set points with bandwidth adjustable from 0 to 60 Hertz.
- G. Flying Start: Provide capability of determining the speed and direction of a spinning motor and automatic adjustment of AFD output so it can "pick-up" the motor at the rotating speed.**
- H. Provide a drive which has the NP horsepower rating and minimum output current capacity scheduled, after the drive is derated for altitude and ambient temperature, not just large enough for the HP of equipment shown on the Drawings.**
- I. Duty Rating:**
1. Where scheduled below, provide drives that are rated standard duty "variable torque" and which can provide at least 110% of scheduled minimum current capacity for at least one minute out of five minutes.
 2. All other drives: heavy duty "constant torque" which can provide at least 150% of scheduled minimum current capacity for at least one minute out of five minutes.

J.

Operator interface panel:

- a. **Liquid crystal display: minimum 2 lines of 16 characters.**
- b. **Full numeric keypad plus navigation and "enter."**
- c. **As a minimum, use for adjustment of drive parameters, including transfer of drive setup from one drive to another, and display of drive operations as selected by facility Operator.**
 - 1) **Minimum frequency and maximum frequency.**
 - 2) **Multiple acceleration and deceleration ramps.**
 - 3) **Three bypass frequencies with adjustable bandwidths.**
 - 4) **Preset speeds.**
 - 5) **Current limit.**
 - 6) **Low speed and high speed load compensations.**
 - 7) **Slip compensation.**
 - 8) **Magnetization current.**
 - 9) **PID parameters and feedback scale factor.**
 - 10) **Warning current High/Low.**
 - 11) **Warning frequency High/Low.**
 - 12) **Warning feedback High/Low.**
 - 13) **Power loss ride through mode.**
 - 14) **Flying start mode.**
 - 15) **DC braking:**
 - a) **Time,**
 - b) **% current,**
 - c) **Cut-in frequency.**
 - 16) **Motor parameters:**
 - a) **kW (HP),**
 - b) **Voltage,**
 - c) **Frequency,**
 - d) **Full load current,**
 - e) **Base RPM.**
 - 17) **Diagnostics,**
 - a) **Display a minimum of the last 4 fault events.**
 - b) **Display other diagnostic parameters.**
 - 18) **Display of drive operations at operator request:**
 - a) **Reference signal [%]**
 - b) **Reference signal [unit]**
 - c) **Feedback [unit]**
 - d) **Frequency [Hz]**
 - e) **Motor current [A]**
 - f) **Torque [%]**
 - g) **Power [kW]**
 - h) **Power [HP]**
 - i) **Energy [kWh]**
 - j) **Motor Voltage [V]**
 - k) **DC link voltage [V]**
 - l) **Thermal load, motor [%]**
 - m) **Thermal load, AFD [%]**
 - n) **Run hours [hrs].**

- 19) Jam Protection parameter programmable to trip drive above a current set-point with definite time delay, active only after initial acceleration of load.
 - 20) Selection of automatic restart on power outage and return or for restart only after the operator intervenes. Unless scheduled otherwise, provide automatic restart setting.
 - 21) Manual stop-start control, coordinated with hardware controls,
 - 22) Adjustment of running current limit protection: 10 percent to 110 percent. Unless requested otherwise by Engineer, set for 105%.
 - 23) Adjustment of acceleration time: 0.1 to 3600 seconds. Unless requested otherwise by Engineer, set for 15 seconds.
 - 24) Selection of remote (mA) or manual control of frequency coordinated with hardware controls,
 - 25) Manual adjustment of frequency.
 - 26) Selection of action upon detection of loss of 4-20 mA signal:
 - a) Switch the AFD to the last speed, full speed, jog speed, preset speed.
 - b) Stop and trip.
- K. Minimum 4 programmable discrete inputs. Provide more in needed in order to implement all designed functions.**
- L. Parameter Storage:**
1. Store the factory default settings in AFD resident non-volatile memory (EEPROM) so that the user can return the drive to a known state.
 2. Store the actual, in-use, program in AFD EEPROM.
- M. Drive and Motor Protection:**
1. Shutdown for:
 - a. Input overvoltage, undervoltage, or voltage unbalance,
 - b. Overheating of the drive,
 - c. Other internal drive faults,
 - d. Motor overload or fault.
 2. Provide dry alarm contact.
 3. Restart only after operator intervenes unless programmed for automatic restart on power return.
- N. Furnish controls and terminal boards for interface to other plant equipment as shown on the Drawings.**
- O. Provide isolated dry contacts for alarm and control:**
1. Programmable as to function.
 2. 2 Form A (SPST, NO) contacts and
 3. 2 Form C (SPDT) contact sets.
- P. Provide other control as scheduled or shown on the Drawings.**
- Q. ABB ACS550 series, Allen Bradley PowerFlex 750, Cutler Hammer SVX9000, GE AF600, or Square D ALITVAR 61/71 series.**

PART 3 EXECUTION

3.01 MARKINGS

- A. Furnish nameplate on each AFD identifying equipment served. Show name of equipment, tag number, and source of power.**

3.02 STARTUP SERVICE

- A. Provide services of a field service representative of the AFD manufacturer to:**
- 1. Verify correctness of field installation.**
 - 2. Completely test all pertinent functions.**
 - 3. Adjust drive parameters.**
 - 4. Place drive in service.**
 - 5. Adjust/re-adjust drive parameters and/or PI controls as requested by Engineer.**
 - 6. Train Owner personnel.**
- B. Assist the field service representative of the Booster Skid System manufacturer with adjustments via telephone.**

3.03 OTHER REQUIREMENTS

- A. Enclosure: NEMA 1**
- B. Ambient:**
- 1. Altitude: 6,550 feet above MSL.**
 - 2. Temperature: 30 degrees C.**

3.04 SCHEDULE

- A. AFDs to be provided by boost pump skid manufacturer.**

END OF SECTION

SECTION 26 35 26

HARMONIC MITIGATION EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Harmonic mitigation equipment.
- B. Also called harmonic mitigation filter or simply filter.

1.02 SUBMITTALS

- A. Literature.
- B. Factory calculations and recommendations for the rating of each filter, based on site ambient conditions.
- C. Dimensional drawings.

1.03 OPERATION AND MAINTENANCE DATA

- A. Manufacturer's standard installation, operation, and maintenance manual.
- B. Standard factory test reports for each filter, identified by its ratings and serial number.
- C. Test reports for compliance with paragraph 2.01 D. where scheduled.
- D. Copy of equipment warranty and performance guarantee.

1.04 SOURCE

- A. LINEATOR™ AUHF, by MIRUS International Inc. (905) 565-6900, Toll Free: (888) 866-4787, or Engineer reviewed substitute.

PART 2 PRODUCTS

2.01 HARMONIC MITIGATION EQUIPMENT

- A. Standards and Similar Requirements
 1. Designed, manufactured, and tested in accordance with the latest applicable standards of UL, CSA and NEMA.
 2. UL or CSA labeled.
 3. Warranted to be free of defects in materials and workmanship for a period of 3 years from the date of shipment.

B. Performance

1. Provide filter equipment which treats all of the characteristic low frequency harmonics generated by a 3-phase, diode bridge rectifier load (5th, 7th, 11th, 13th, etc.).
2. Suppress characteristic harmonics without the need for individual tuning or the requirement to phase shift against other harmonic sources.
3. Power factor: 0.98 lagging to 0.95 leading in operating range from full to half load.
4. To ensure compatibility with engine generators, the harmonic mitigation equipment must never introduce a capacitive reactive power (KVAR), which is greater than 15% of its kVA rating, even when the filter has no load.
5. Filter shall not resonate with system impedances or attract harmonic currents from other harmonic sources.
6. Factory to recommend the size of each filter with respect to the associated AFD(s) in order for the combination to meet all requirements as outlined in the 1992 edition of IEEE Standard 519 for individual and total harmonic voltage and current distortion. The Point of Common Coupling (PCC) for all voltage and current harmonic calculations and measurements shall be the input terminals to the harmonic mitigation equipment. Submit sizes for review.
7. Total Harmonic Voltage Distortion (THVD) shall meet the requirements of Table 10.2 of IEEE Standard 519 by not exceeding 5% and by limiting the individual harmonic voltage distortion to less than 3%. These limits shall apply while operating on the utility supply and on the generator supply.
8. Total Demand Distortion (TDD) of the current at the input terminals of the harmonic mitigation equipment shall not exceed the limits as defined in Table 10.3 of IEEE Standard 519. For I_{sc}/I_L ratio < 20 , TDD must be less than 5%. For all other I_{sc}/I_L ratios, the TDD must not exceed 8% even when Table 10.3 allows for more relaxed limits. For single-phase applications, the TDD must not exceed 12%.
9. Efficiency: Minimum 99%.
10. Overload capability: 150% for 60 seconds every 10 minutes.
11. Provide output voltage regulation in order to avoid tripping or alarm conditions at AFDs due to under and/or over voltage conditions.
12. Maintain THD compliance even with an existing source background distortion of up to 5%.

C. Construction Requirement

1. Wiring: Copper.
2. Insulation class: 220°C system. Temperature rise: 130°C
3. Provide anti-vibration pads between the reactor or transformer core and the enclosure.
4. Enclosure: Ventilated, sprinkler-proof NEMA3R.
5. Utilize a passive inductor/capacitor network. Active electronic components are not allowed.

- D. **Factory Testing:** Where so scheduled, test filters for harmonic mitigation performance and energy efficiency under variable frequency drive loading which is equivalent to the site application.

PART 3 EXECUTION

3.01 COORDINATION

- A. **Preliminary ratings of filters and corresponding feeders are shown on the Drawings.**
- B. **Provide filters rated as required in paragraph 2.01 B.6.**
- C. **Provide feeder circuit breakers, conductors, and conduit to match filters.**

3.02 STORAGE AND INSTALLATION

- A. **Handle, store, and install in accordance with the manufacturer's recommended installation practices as found in the installation, operation, and maintenance manual.**

3.03 TESTING

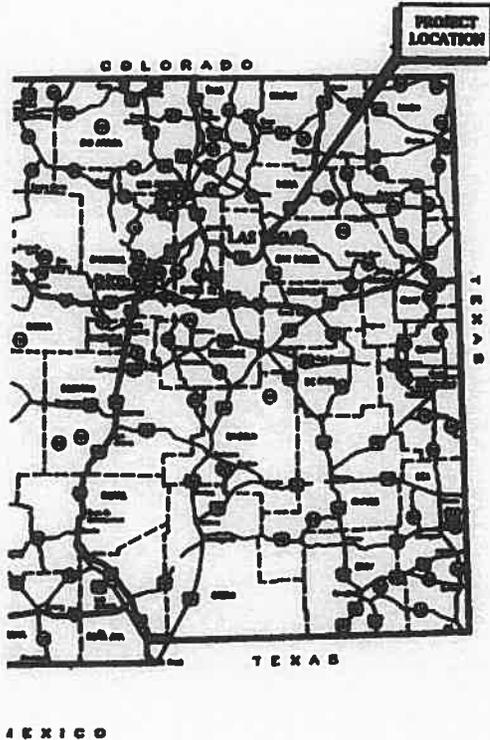
- A. **Only if scheduled, verify compliance with standards by means of on-site field measurements of both the voltage and current harmonic distortion at the input terminals of the harmonic mitigating equipment with and without the equipment operating. Use a recording type Fluke 41 or equivalent harmonics analyzer displaying individual and total harmonic currents and voltages.**

3.04 SCHEDULE

- A. **Site ambient conditions:**
 - 1. **Altitude: 6,500 feet above MSL.**
 - 2. **Temperature: 70°F.**
- B. **Provide filter as shown on the Drawings.**
- C. **Perform factory testing.**
- D. **Input Voltage: 240V, 1 Phase**
- E. **Output Voltage: 240V, 3 Phase**

END OF SECTION

Rodriguez Park Effluent



VICINITY MAP

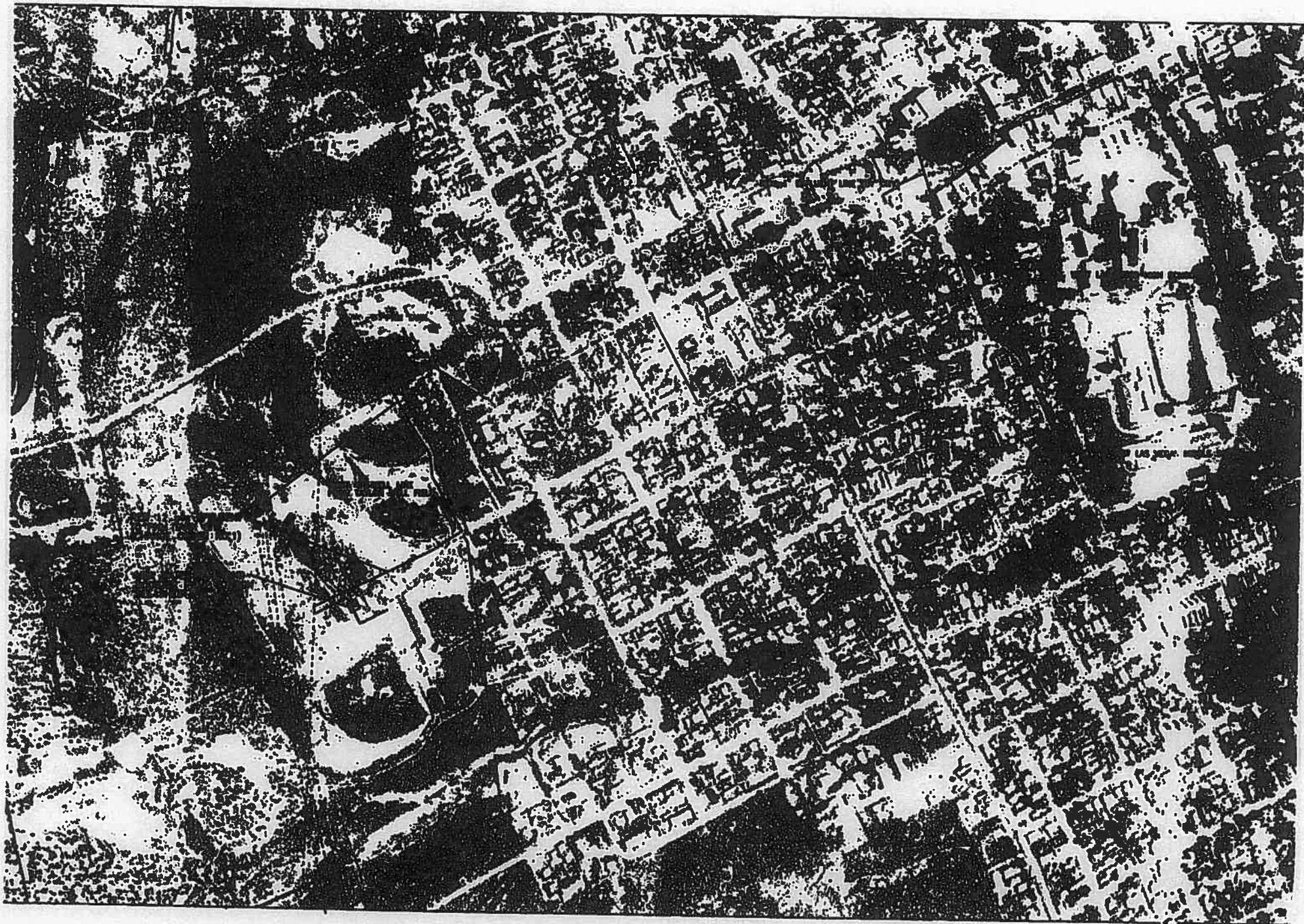
INDEX OF DRAWINGS

SHEET	DESCRIPTION
G-001	TITLE SHEET AND INDEX TO DRAWINGS
G-002	PROJECT LOCATION MAP
W-101	SITE LAYOUT PLAN
W-102	YARD PIPING PLAN
W-103	BOOSTER PUMP STATION - PLAN
W-104	BOOSTER PUMP STATION - SECTION
W-501	WATER TANK DETAILS
W-502	MISCELLANEOUS DETAILS
W-503	MISCELLANEOUS DETAILS
W-504	CHAIN LINK FENCE DETAILS
W-505	FLOW CONTROL VALVE DETAILS
E-001	ELECTRICAL LEGEND
E-101	ELECTRICAL SITE PLAN
E-401	BOOSTER PUMP STATION ELECTRICAL PLAN
E-601	ELECTRICAL ONE-LINE DIAGRAM

RECOF
DATE: JULY 21
THIS DRAWING IS
THE PROPERTY OF
MOLZ ENGINEERS
AND ARCHITECTS
2701 Mesa Road SE, Albuquerque,
NM 87105

MOLZ
ENGINEERS |

2701 Mesa Road SE, Albuquerque,





Y.H.

YARD HYDRANT
POWER POLE

EXIST. DOMESTIC WATER SYSTEM

ICV

IRRIGATION CONTROL VALVE

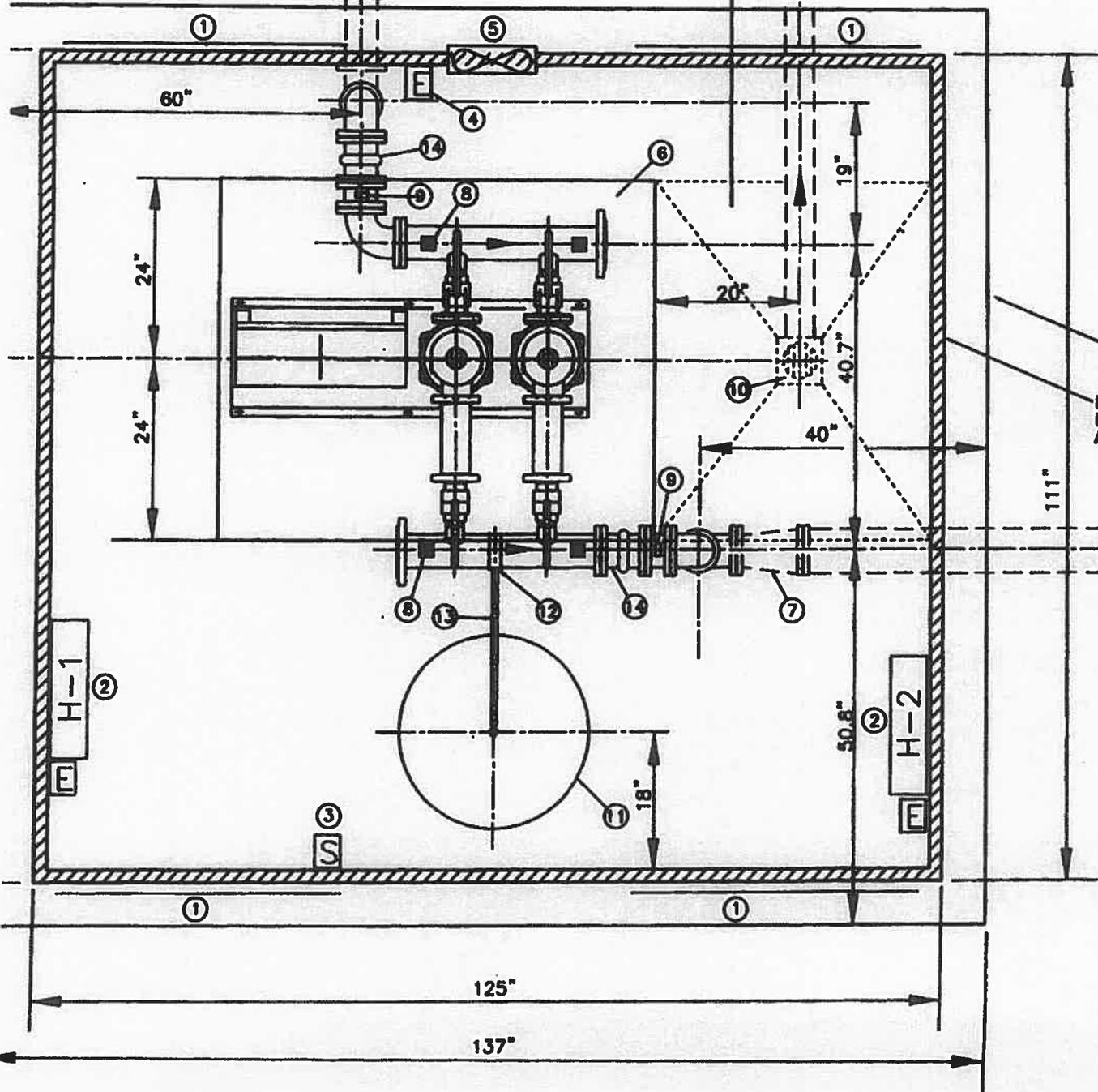
- ③ 6" TEE WITH 6x4 RED.
6" G.V AND 4" G.V.
- ④ 6" TEE WITH 2 - 6" G.V., 4" CAP
- ⑤ CONNECT TO EXIST. WATER LINE AS RECD.
- ⑥ CUT AND CAP EXIST. PIPE
- ⑦ REMOVE EXIST. BFP AND ENCLOSURE
CONNECT EXIST. PIPING BELOW GRADE AS RECD.
- ⑧ 6" TEE WITH 2 - 8x2 REL
AND 2 - 2" G.V.

6" PUMP SUCTION FROM TANK
SEE SHEET NO. W-102

1
W-104

4" DRAIN
SEE SHEET NO. W-102

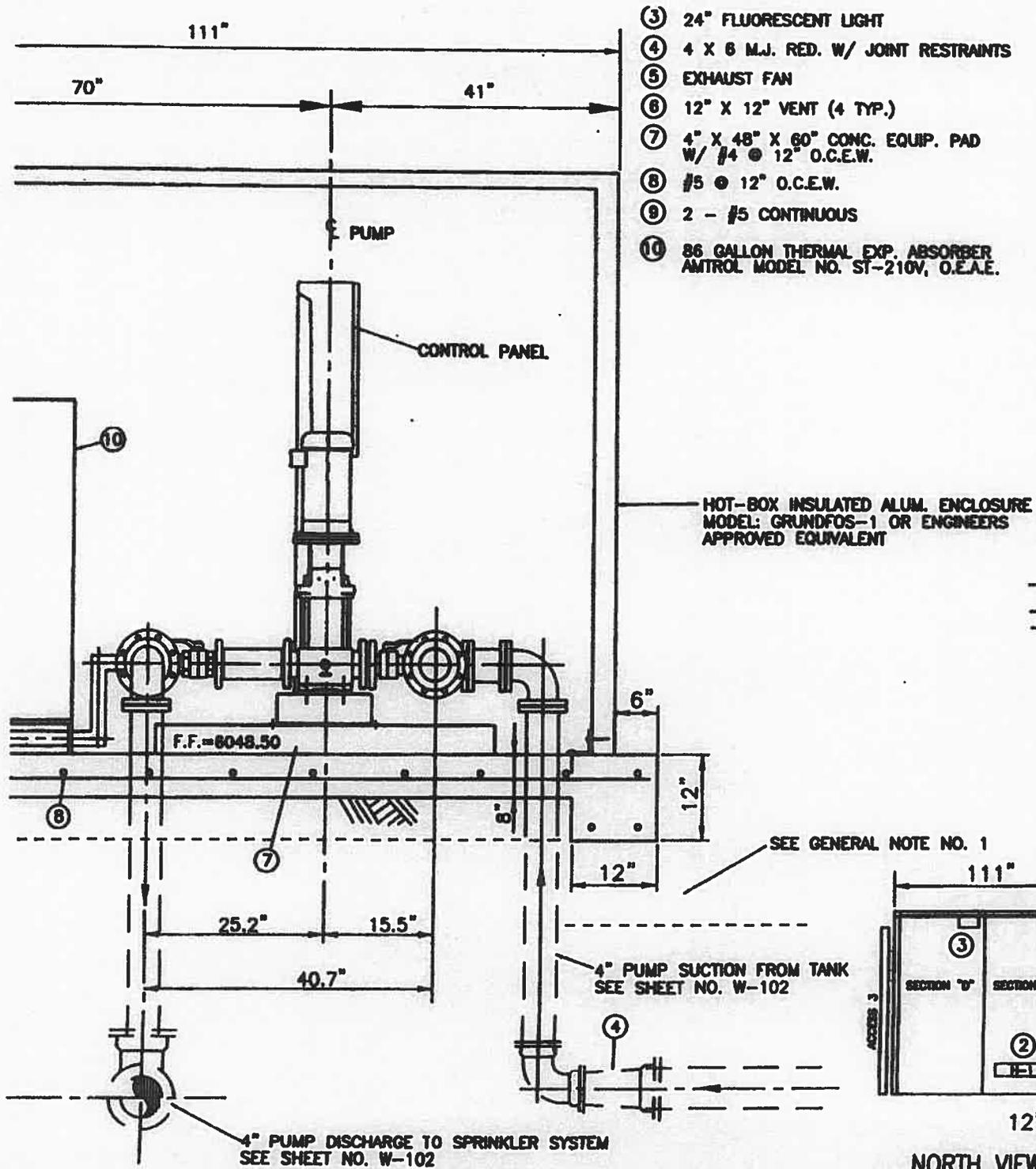
- ④ GENERAL LOCATION I.R. ELECTRICAL REC
- ⑤ EXHAUST FAN
- ⑥ 4" X 48" X 60" CONC. EQUIP. PAD
- ⑦ 4 X 6 RED. M.J. W, JOINT RESTRAINTS
- ⑧ PIPE SUPPORT, SEE DETAIL SHEET NO.
- ⑨ PRESSURE GAGE, SEE DETAIL SHEET NO
- ⑩ 4" FLOOR DRAIN, TOP OF GRATE 8548.
- ⑪ 86 GALLON THERMAL EXP. ABSORBER
AMTROL MODEL NO. AT-210V
OR ENGINEER'S APPROVED EQUIVALENT
- ⑫ 4" X 2" SADDLE TAP
- ⑬ 2" GALV. PIPE, WITH 1 1/4" X 2 RED.
- ⑭ 4" SINGLE ARCH RUBBER EXPANSION J



CONCRETE PAD

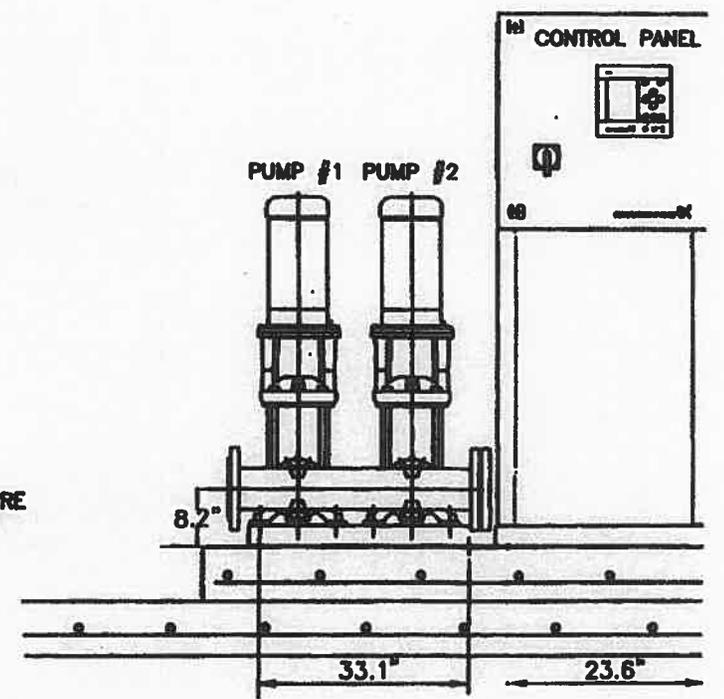
HOT-BOX INSULATED ALUM. ENCLOSURE
MODEL: GRUNDFOS-1 OR ENGINEERS
APPROVED EQUIVALENT

6" PUMP DISCHARGE TO SPRINKLER SYSTEM
SEE SHEET NO. W-102



- ③ 24" FLUORESCENT LIGHT
- ④ 4 X 8 M.J. RED. W/ JOINT RESTRAINTS
- ⑤ EXHAUST FAN
- ⑥ 12" X 12" VENT (4 TYP.)
- ⑦ 4" X 48" X 60" CONC. EQUIP. PAD W/ #4 @ 12" O.C.E.W.
- ⑧ #5 @ 12" O.C.E.W.
- ⑨ 2 - #5 CONTINUOUS
- ⑩ 86 GALLON THERMAL EXP. ABSORBER AMTROL MODEL NO. ST-210V, O.E.A.E.

2. VERIFY ALL DIMENSION WITH I JUIP. MFR. SUBMIT TO CONSTRUCTION.

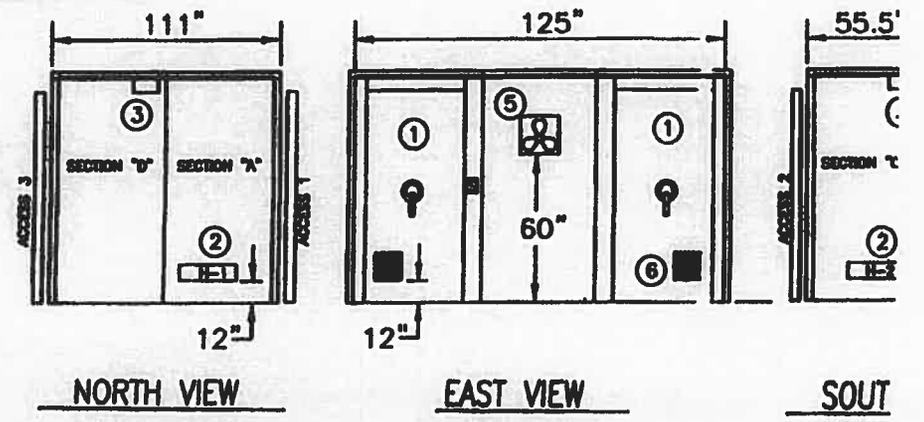


PUMP ELEVATION
N.T.S.

SEE GENERAL NOTE NO. 1

4" PUMP SUCTION FROM TANK
SEE SHEET NO. W-102

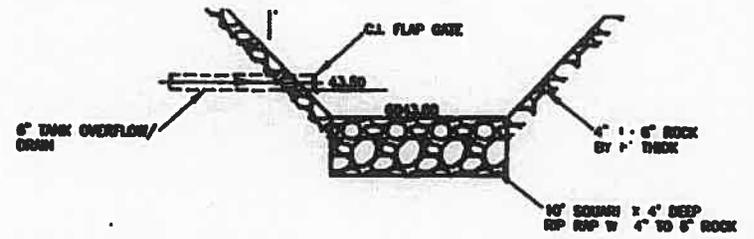
4" PUMP DISCHARGE TO SPRINKLER SYSTEM
SEE SHEET NO. W-102



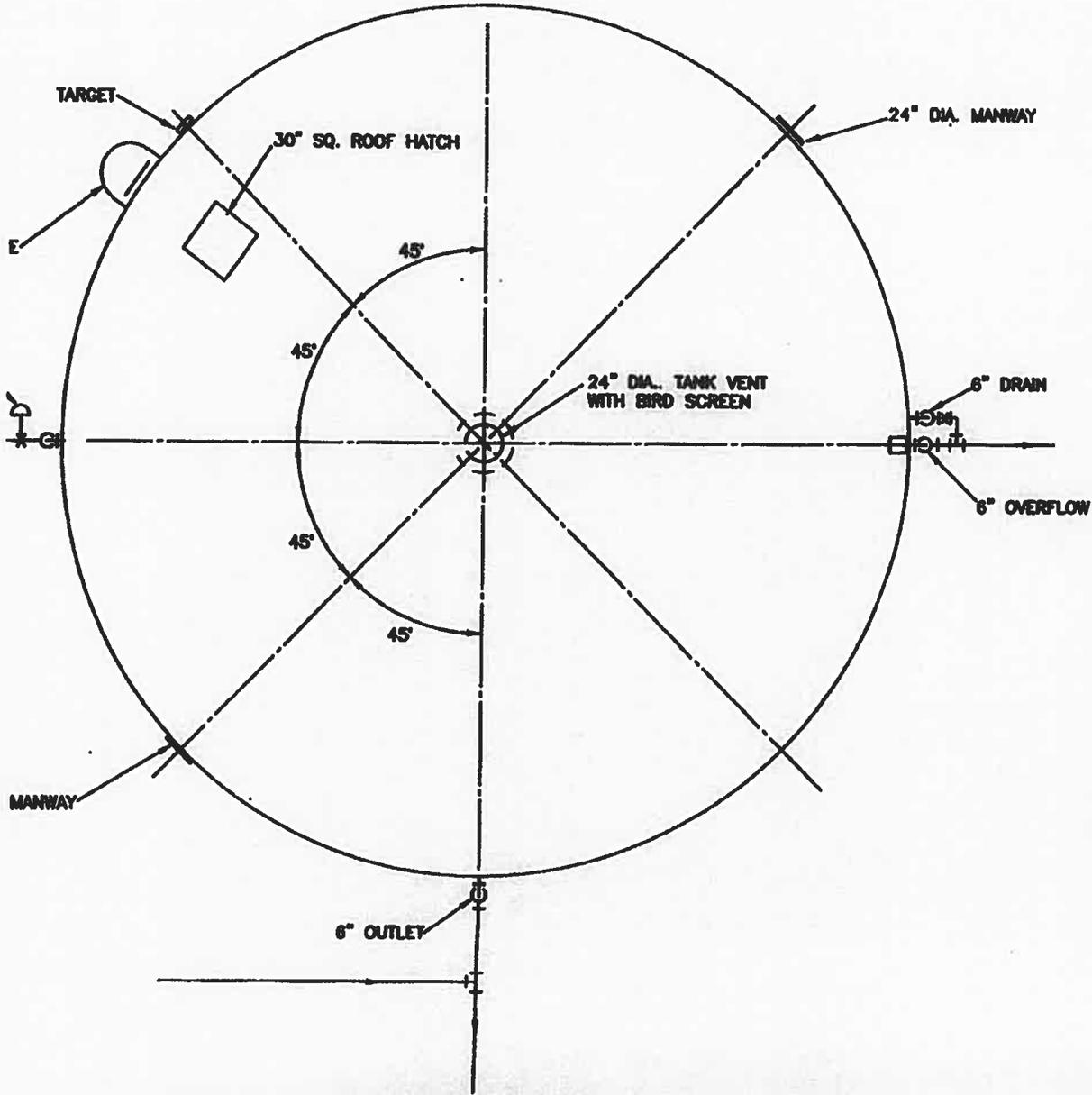
NORTH VIEW

EAST VIEW

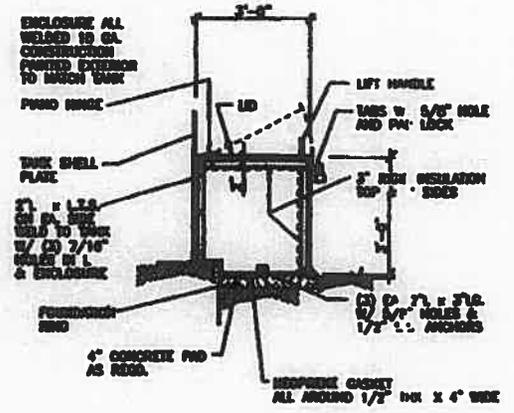
SOUT



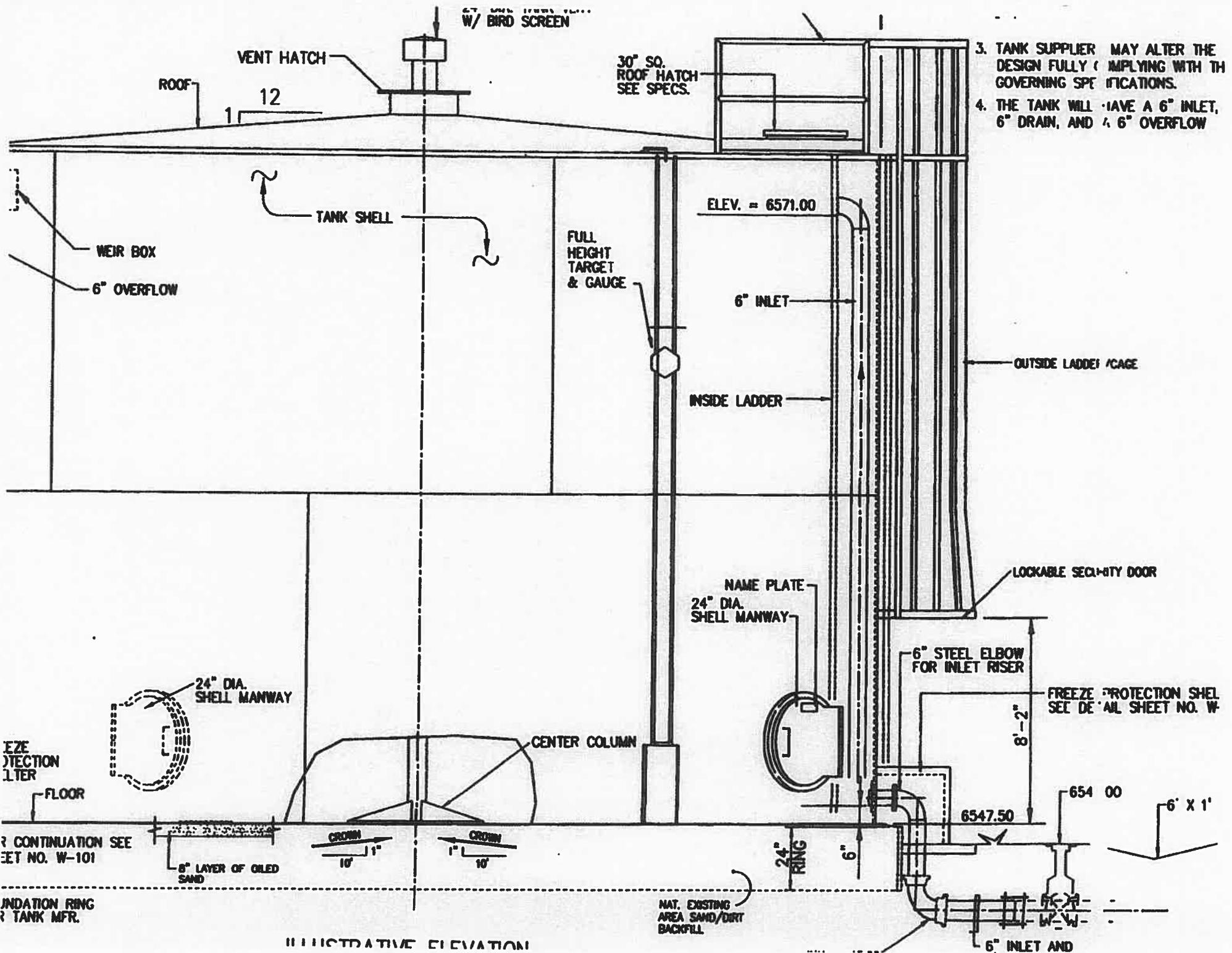
DRAIN BASIN DETAIL
N.T.S. ILLUSTRATIVE SECTION



WATER TANK PLAN



FREEZE PROTECTION BOX DETAIL
N.T.S.



W/ BIRD SCREEN

VENT HATCH

ROOF

12

30" SQ. ROOF HATCH SEE SPECS.

- 3. TANK SUPPLIER MAY ALTER THE DESIGN FULLY (IMPLYING WITH THE GOVERNING SPECIFICATIONS.
- 4. THE TANK WILL HAVE A 6" INLET, 6" DRAIN, AND A 6" OVERFLOW

TANK SHELL

WEIR BOX

6" OVERFLOW

FULL HEIGHT TARGET & GAUGE

ELEV. = 6571.00

6" INLET

OUTSIDE LADDER /CAGE

INSIDE LADDER

LOCKABLE SECURITY DOOR

NAME PLATE
24" DIA. SHELL MANWAY

6" STEEL ELBOW FOR INLET RISER

FREEZE PROTECTION SHELL SEE DETAIL SHEET NO. W-

8'-2"

FREEZE PROTECTION SHELL

FLOOR

CENTER COLUMN

CONTINUATION SEE DETAIL SHEET NO. W-101

8" LAYER OF OILED SAND

CROWN

CROWN

FOUNDATION RING SEE DETAIL SHEET NO. W-101

NAT. EXISTING AREA SAND/DIRT BACKFILL

24" RING

6547.50

6548.00

6' X 1'

6" INLET AND

ILLUSTRATIVE ELEVATION

WARNING TAPE

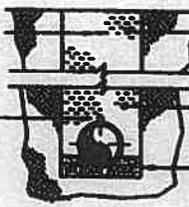
MOUND OVER PIPE (TYP.)

COMPACTED BACKFILL

TRACER WIRE, #10 AWG N.P. USE INSULATED SOLID COPPER (NO SPLICES)

BEDDING AS REQUIRED BY APPROPRIATE BEDDING CLASS PER SPECIFICATIONS

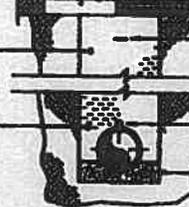
WARNING TAPE



COMPACTED BACKFILL

BEDDING AS REQUIRED BY APPROPRIATE BEDDING CLASS PER SPECIFICATIONS

WARNING TAPE



TRACER WIRE, #10 AWG N.P. USE INSULATED SOLID COPPER (NO SPLICES)

BEDDING AS REQUIRED BY APPROPRIATE BEDDING CLASS PER SPECIFICATIONS

LIMITS OF PAVEMENT
PAVEMENT REPLACEMENT TO BE 5'-0"

UNPAVED ROAD TRENCH (INCLUDING UNPAVED ALLEYS AND DRIVEWAYS)

PAVED ROAD TRENCH

NOTE

ED NATURAL COMPACTION

BACKFILL COMPACTION (ASPHALT I-100):

1. 90% COMPACTION

BACKFILL COMPACTION (ASPHALT I-100):

1. 90% WITHIN 12" BELOW SUBGRADE SURFACE
2. 90% COMPACTION IN TOP 12" OF SUBGRADE

TRAVELED AREAS

GENERAL NOTES FOR TRENCHING:

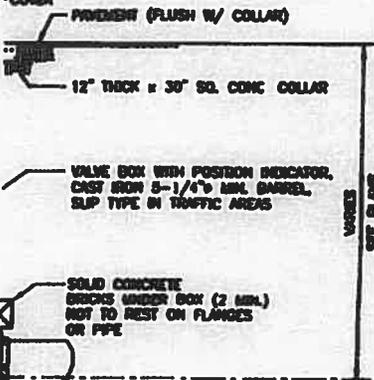
1. PIPE BEDDING REQUIREMENTS, SEE SPECIFICATIONS
2. PIPE IDENTIFICATION TAPE REQUIREMENTS, SEE SPECIFICATIONS

TRENCH COMPACTION DETAILS

N.T.S.

PIPE SIZE AND OF PIPE

COVER



VALVE WITH (M) ENDS, VALVE TO BE RESTRAINED WITH MEDA-LOGS(TM).

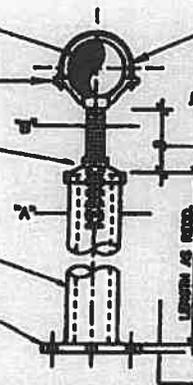
PIPE SIZE - SEE SCHEDULE

GRUNNELL FIG. 254 GASK ADJUSTABLE PIPE SADDLE SUPPORT

GRUNNELL SPECIAL C.I. REDUCER GASK

PIPE SIZE PER SCHED.

SO. SIL. PL., SIZED FOR (4) 1/2" ANCHOR BOLT HOLES WELDED TO PIPE "A"



GRUNNELL FIG. 258 GASK PIPE SADDLE SUPPORT REQUIRED ON ALL PIPES 6" AND SMALLER

NOTE: LAST TO BE NOT LIFTED OR DAMAGED AFTER POSITIONED, EXCEPT FOR COLTS AND NUT ITEMS AS SHOWN.

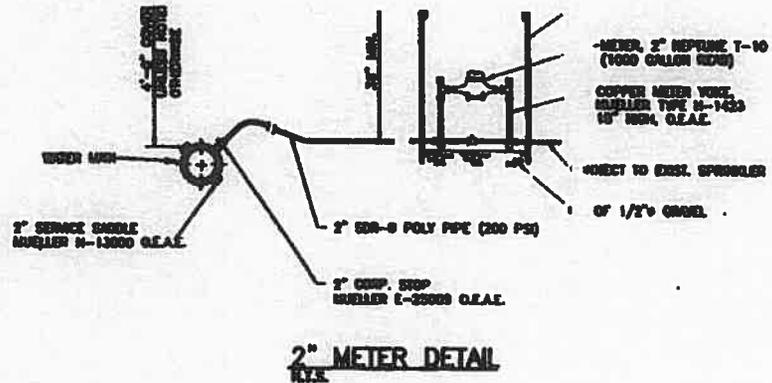
3" MIN TRAVEL

SUPPORT SCHEDULE:

PIPE SIZE	7" SUPPORT PIPE DIA.	8" BRD. PIPE RIFLE	9" GASK FLASK
4" OR LESS	2-1/2"	1-1/2"	3/8"
4" TO 12"	3"	2-1/2"	3/8"
14" TO 18"	4"	3"	1/2"
18" TO 24"	5"	3-1/2"	1/2"
24" TO 36"	6"	4"	1/2"

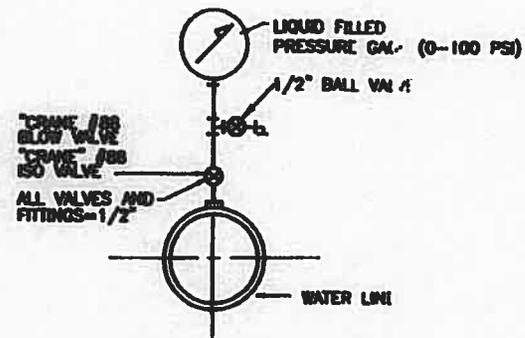
ADJUSTABLE PIPE SUPPORT DETAIL

N.T.S.



2" METER DETAIL

N.T.S.



PRESSURE GAGE DETAIL

N.T.S.

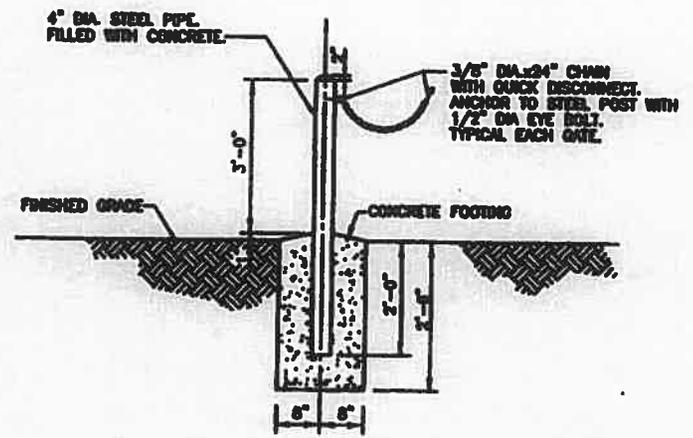
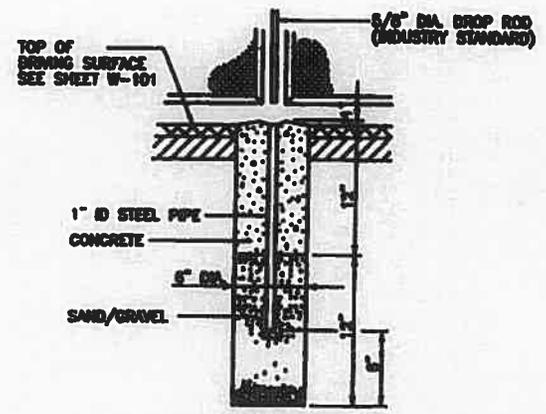
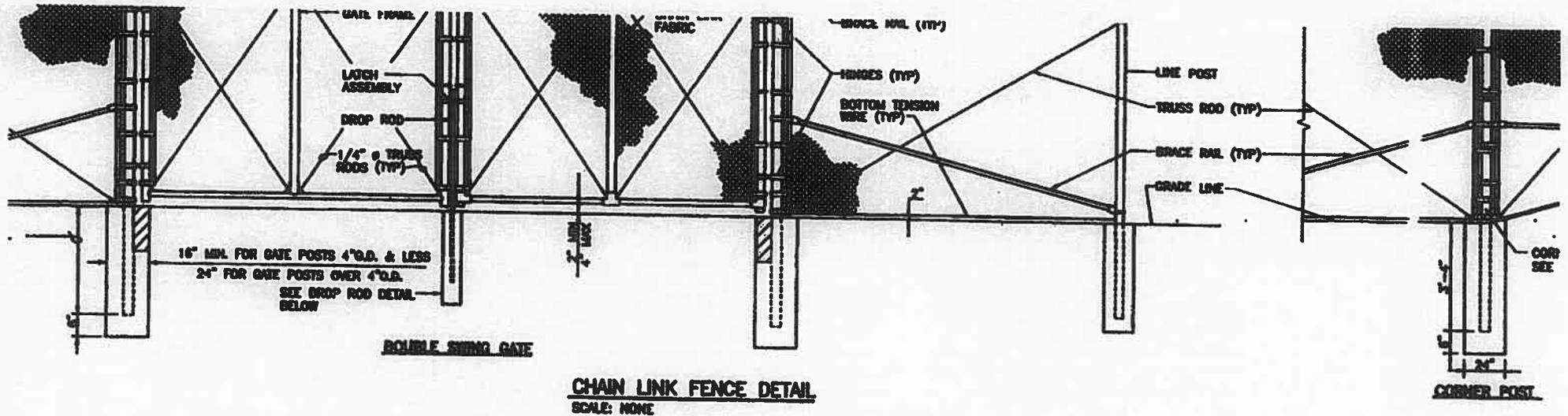
NOTE:

INSTALL EDMA IRON SALES MEDICAL JOINT RESTRAINTS AT ALL TEES AND JOINS WHICH FALL WITHIN THE FOLLOWING LENGTHS OF EACH END TO FITTINGS AS FOLLOWS: IF PUMP-ON JOINT (P) IS USED INSTEAD OF M.J. JOINT, THEN USE P-1-LOCK GASKERS BY US PIPE, O.E.A.E., AT ALL JOINTS TO BE RESTRAINED.

FITTING TYPE	DIAMETER AND RESTRAINED LENGTHS (FEET)			
	STEEL PIPE		PLASTIC PIPE	
	10-INCH	8-INCH	6-INCH	4-INCH
90° HORIZONTAL BEND	27	25	20	15
45° HORIZONTAL BEND	15	11	8	6
22.5° HORIZONTAL BEND	7	5	4	3
FLAT HORIZONTAL BEND	4	3	2	1
VALVE OR DEAD END	100	82	63	45
SEE BRANCH SIZE-BRANCH LENGTH	100	76	57	39
REDUCER 12" X 8"	61	N/A	N/A	N/A
REDUCER 8" X 6"	N/A	34	N/A	N/A
REDUCER 6" X 4"	N/A	N/A	20	N/A
REDUCER 4" X 3"	N/A	N/A	N/A	14
VERTICAL OFFSET (SEE BRANCH END)	45/0	34/0	25/4	15/3

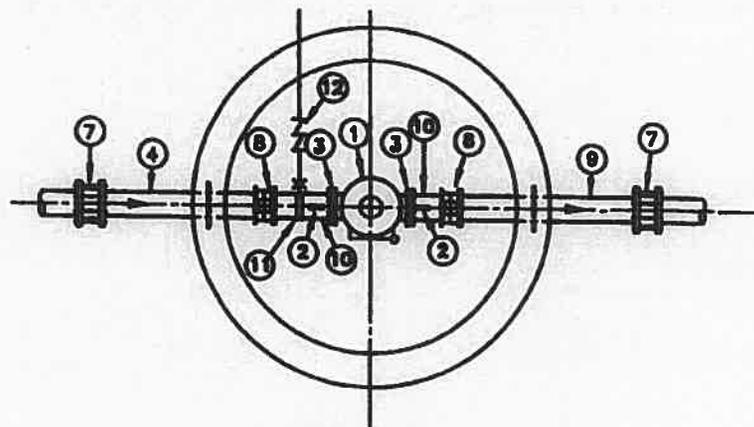
COMMENT: REFER TO NEXT LARGEST RESTRAINED LENGTH FOR ALL HORIZONTAL 45 AND 90 DEGREE FITTINGS CONNECTIONS. ADD RESTRAINED LENGTHS FOR ALL HORIZONTAL 45 AND 90 DEGREE FITTINGS CONNECTIONS. FOR EXAMPLE, THE RESTRAINED LENGTH FOR A 6-INCH PVC, 45-DEGREE IN CORNER WITH A 11.25-DEGREE SHOULD

TYPICAL PIPE RESTRAINT REQUIREMENTS



CHAINLINK FENCE CONSTRUCTION NOTES

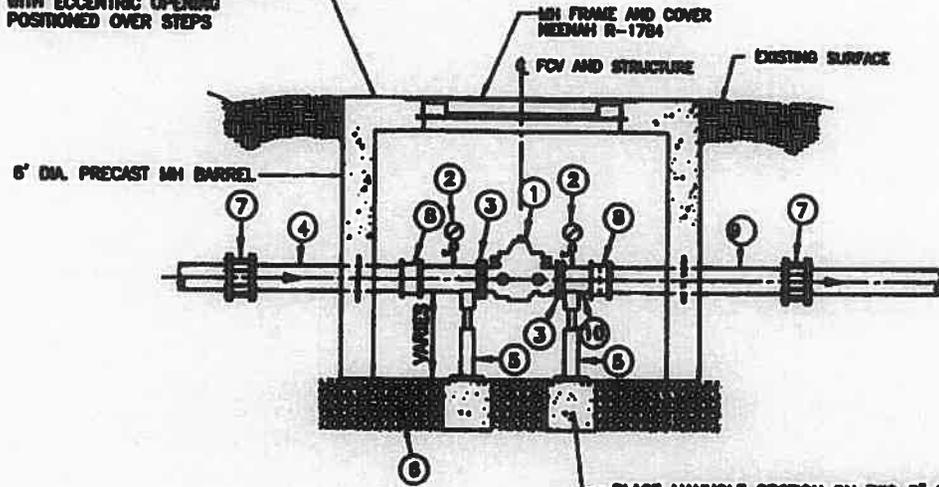
1. SWING GATE SHALL BE CONSTRUCTED WITH LATCH ASSEMBLY, GATE KEYS AND PADLOCKS (EXCEPT AS NOTED). LOCKS PROVIDED BY THE CONTRACTOR WITH THE KEYS TO BE ON THE OWNER AT THE TIME OF 10% PROJECT'S COMPLETION. KEYS TO BE KEVED TO OWNER MASTER SYSTEM.
2. MAX POST SPACING SHALL BE 10'-0". ALL FITTINGS, WIRE TO BE GALVANIZED. ALL RAILS ARE SCHEDULE 40. ALL ATT ARE IN ACCORDANCE TO STANDARD INDUSTRY PRACTICE.
3. PROVIDE STANDARD 3 STRAND BARBED WIRE TOPPING FENCING SYSTEM.



PIPING PLAN

- ④ D.I. WALL PIPE, LENGTH AS REQUIRED (PE-PE)
- ⑤ ADJUSTABLE PIPE SUPPORT
- ⑥ 12" LAYER OF 3/4" FRACTURED GRAVEL
- ⑦ COUPLING, DRESSER TYPE
- ⑧ BUTTERFLY VALVE WITH 2" WRENCH NUT (FLG-FLG) KENNEDY VALVE (STYLE 4500 CL250) OEAE
- ⑨ 6" D.I. WALL PIPE, LENGTH AS REQUIRED (FLG-PE)
- ⑩ 6" D.I. SPOOL, LENGTH AS REQUIRED (FLG-PE)
- ⑪ 3/4" MUELLER SADDLE TAP WITH CORP STOP
- ⑫ 3/4" WATTS (SERIES 007) BACKFLOW PREVENTOR

PRECAST CONC. FLAT SLAB TOP WITH ECCENTRIC OPENING POSITIONED OVER STEPS



TYPICAL SECTION

PLACE MANHOLE SECTION ON TWO 8"x8"x8' LONG PRECAST CONCRETE BEAMS, ONE EACH SIDE OF CONTROL VALVE, PERPENDICULAR TO WATERLINE, ON COMPACTED EARTH, COMPACTED TO 95% PER AASHTO 95 T180

FLOW CONTROL VALVE STATION

SCALE: 1/2"=1'-0"

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/04/15

DEPT: Police

MEETING DATE: 06/16/15

DISCUSSION ITEM/TOPIC: Recommending approval for out of state travel for 6 officers to attend an Advanced Tactics course for narcotics related operations.

BACKGROUND/RATIONALE: The Las Vegas City Police Department and Region IV Narcotics Task Force respectfully requests permission to send 6 officers to an Advanced Tactics course in Norman, Oklahoma with funding provided through the 2014 Region IV Justice Assistance Grant.

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:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)



City of Las Vegas

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



Chief Juan F. Montaño

MEMORANDUM

TO: Elmer J. Martinez, City Manager

FROM: Juan F. Montaño, Chief of Police

RE: Out of State Travel – Norman, OK
August 21 – August 25, 2015
6 Officers Attending

Estimated Travel Cost

Per Diem for 6 Officers Driving @ \$710.00	\$4260.00
Registration for 6 Officers @ \$730.00	\$4380.00
TOTAL COST	\$8640.00

All expenses will be funded with the 2015 Region IV Federal Justice Assistance Grant.



City of Las Vegas

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Chief Juan F. Montaña

MEMORANDUM

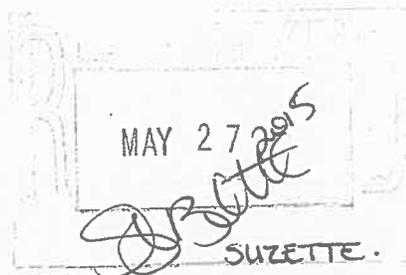
TO: Juan F. Montaña, Chief of Police

FROM:


Eric N. Padilla
Lieutenant

THRU:


Robert F. Gutierrez
Training/Recruiting Commander



DATE: 05/27/2015

RE: Request for Out of State Training (Advanced Tactics Training)

This memo is a request to attend an Advanced Tactics Training on August 17 thru 21, 2015. I had requested to attend a High Risk Warrant Service Training being held on August 22 thru 24, 2015. What I did realize when I looked at the training flyer for the High Risk Warrant Service Training the training is for the year 2016, and we cannot pay for this training as it puts us out of our grant cycle. The requested training is hosted by The National Tactical Officers Association and is held in Norman Oklahoma which is the same training company and location in which I originally asked for. Although the cost of per diem and registration has gone up we can still pay for this training out of the Region IV Jag Grant. I am still requesting this training for the following individuals Matias Apodaca, Jason Gage, Adam Vigil, Kenneth Stumberg, Eric Padilla, and one other officer/deputy from another agency working within the Region IV Multi-Jurisdictional Task Force. If another agency can not commit a member of their agency I would request for an officer of the Las Vegas Police Department to attend. I would like for the individuals to arrive a day early and leave the day after the course is complete. This type of specialized training is not hosted within the State of New Mexico. I am asking in advance being that our grant cycle ends in October of 2015. This must be done so we can submit the paperwork for this training request to the grants office and city government, in advance for processing and approval. Listed below is the cost to attend this training, and attached is the course information.

To send 6 officers:

\$4,260.00 Per Diem
\$4,380.00 Registration Costs

Should you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.



City of Las Vegas

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



Chief Juan F. Montaño

Review by:

Maria
Maria Martinez, Finance Specialist

6/1/15
Date

Beatrice Salazar
Beatrice Sena, Grants Administrator

052715
Date *cert of 234*

Approved/Disapproved

Juan F. Montaño
Juan F. Montaño
Chief of Police

6-4-15
Date

XC: Suzette Rudolph, Administrative Asst. I
PD File
Region IV File

234-



National Tactical Officers Association
 P.O. Box 797, Doylestown, PA 18901
 Ph: 800.279.9127 Fax: 215.230.7302 www.ntoa.org

TRAINING ANNOUNCEMENT

Advanced Tactics

8/17-21/2015

Norman, OK

Co-Hosted By

Norman Police Department

Course Content

Individuals who have recently been assigned to SWAT and have not received basic SWAT training will benefit from this comprehensive introduction to tactical skills. Students will be introduced to basic SWAT topics, tactics and techniques including a historical overview of SWAT, team organization and structure, resolution of barricaded suspect situations, covert individual and team movement, searches and room clearing, chemical agents, less-lethal options, warrant service and multiple field training exercises. This is a hands-on, high-intensity course in which students practice tactics and techniques in the field.

Register online at http://www.ntoa.org/training_calender.php or get a registration form by calling 800-279-9127 ext. 2			
Registration Fee:	NTOA Members: \$675	Non-members Fee: (Includes 1 yr membership)	\$730
REGISTRATION DEADLINE:	7/17/15 course # 20150580		
Prerequisites:	Sworn full time law enforcement personnel		
Training Location:	TBD		
Student Equipment:	Individual, Law Enforcement ID, Swat Uniform, Gloves, Groin & Neck Protection, Ballistic Helmet, Boots, Body armor/Entry Vest, Chemical Agent Mask, Goggles, Primary Entry Weapon 150 rounds, Secondary weapon (pistol) 100 rounds, Training weapons & 9mm marking ammo, Protective Head gear (simunition), Flashlight, 100 rounds handgun, 150 rounds rifle, (Optional)-Mirrors for searching, Doorstops, 20' piece of 1 tubular nylon		
Start Time:	0800		
Co-host Point of Contact:	Capt. Todd Gibson (405) 264-3907 todd.gibson@normanok.gov		
Nearest Airport:	Will Rogers World Airport		
Suggested Car Rental Agency	Use the following ID#, XZ17D23 to get the discounted rate. You can log onto www.enterprise.com and use the pin code of NAT or call 1-800-RENT-A-CAR		
Hotel Suggestions:	Embassy Suites Norman – 2501 Conference Dr, Norman, OK 73069 (405-364-8040) Holiday Inn Exp Norman – 2500 Conference Dr, Norman, OK 73069 (888-465-4329)		

Cancellation Policy:

Student will receive full refund of any paid fee if canceled in writing 30+ days prior to course start.
 NTOA will charge \$100 cancellation fee if written notice is received less than 30 days prior to course start.
 No written notice, no refund. Qualified substitutions are always acceptable.
 NTOA reserves the right to cancel a course 30 days prior to the start date. We will notify you immediately if this occurs.

Completed registrations may be sent
 by fax to: 215-230-7302
 Make checks payable to NTOA
 PO Box 797, Doylestown, PA 18901



National Tactical Officers Association
P.O. Box 797, Doylestown, PA 18901
Ph: 800.279.9127 Fax: 215.230.7302 www.ntoa.org

COURSE OVERVIEW AND INSTRUCTIONAL GOALS

TITLE OF INSTRUCTION:	Advanced Tactics		
COURSE LENGTH:	40	Hours	5 Days
	0	Hours	Classroom
	40	Hours	Practical

COURSE OVERVIEW

SWAT team members with prior basic and advanced tactical training will benefit from this comprehensive course. Three operational phases will be addressed: barricade, warrant service, and hostage rescue. The class will also address deployment, operational planning and teamwork on the three phases. This training is geared to groups that work as a team, however individuals may attend. Attendees will complete multiple fast-paced field training exercises that will improve and enhance tactical skills. The class will include a half-day of range work and working in a low-light environment. This course consists of fieldwork only - there will be no classroom instruction.

INSTRUCTIONAL GOALS

Upon completion of this course the attendee will be familiar with:

1. Barricade procedures and movement
2. Warrant service procedures and movement
3. Hostage rescue procedures and movement
4. Low light working environment
5. Scenario base training



National Tactical Officers Association
P.O. Box 797, Doylestown, PA 18901
Ph: 800.279.9127 Fax: 215.230.7302 www.ntoa.org

DAY TO DAY / HOUR TO HOUR AGENDA

TITLE OF INSTRUCTION: **Advanced Tactics**

DAY ONE	HOURS	INSTRUCTION
0800-0830	.50	Introduction and Course Overview
0830-0930	1.0	Immediate Deployment Practical
0930-1200	2.5	Covert Movement Practical
1200-1300	1.0	Lunch (not provided)
1300-1530	2.5	Covert Movement Practical
1530-1730	2.0	Covert Movement Practical/Role Players/Simunitions/Debrief
DAY TWO	HOURS	INSTRUCTION
0800-1200	4.0	Warrant Service Practical/ Movement/ approaches /Officer down drills
1200-1300	1.0	Lunch (not provided)
1300-1400	1.0	Deployment of personal/breaching considerations
1400-1500	1.0	Warrant Service Practical/custody and control issues
1500-1730	2.5	Warrant service practical/Role Players/Simuniton/Debrief Note: instructor with give the class two warrant service operations which will be planned, briefed and executed On Friday
DAY THREE	HOURS	INSTRUCTION
0800-1200	4.0	Hostage Rescue Practical/Emergency Rescue/ Deliberate plan/covert to contact/ deployment practical
1200-1300	3.0	Lunch (not provided)
1300-1700	4.0	Range or shoot house/shooting on the move drills/Debrief
<i>Student needs 100 rounds handgun 150 rifle</i>		
DAY FOUR	HOURS	INSTRUCTION
1600-2000	4.0	Covert/Warrant/Hostage Rescue Practical Role Players/Simunitions. Vehicle and open air options
2000-2030	.50	Lunch (not provided)
2030-2330	3.5	Hostage scenario Role Players/Simunitions/Debrief
DAY FIVE	HOURS	INSTRUCTION
0800-1130	3.5	Briefing of the two warrants operations giving to teams. Execution of both warrant services. Role Players/Simuniton
1130-1200	.50	Course-critique & Certification Presentation



National Tactical Officers Association
P.O. Box 797, Doylestown, PA 18901
Ph: 800.279.9127 Fax: 215.230.7302 www.ntoa.org

CO-HOST LOGISTICS REQUIREMENTS

TITLE OF INSTRUCTION:

Advanced Tactics

Range or Shoothouse

Half day

Movement areas

Houses multiple floors and rooms

Commercial Building multiple floors and rooms able to support the use of diversionary devices

Structure that is away from the public with an open area for a large Hostage scenario

Other

Role Players

Training weapons and 9mm marking rounds

Emergency medical support nearby or on site

Marker board

STUDENT EQUIPMENT REQUIREMENTS

Individual

Law Enforcement ID

Swat Uniform

Gloves

Groin & Neck Protection

Ballistic Helmet

Boots

Body armor/Entry Vest

Chemical Agent Mask

Goggles

Primary Entry Weapon 150 rounds

Secondary weapon (pistol) 100 rounds

Training weapons & 9mm marking ammo

Protective Head gear (simunition)

Flashlight

100 rounds handgun

150 rounds rifle

Optional Equipment Recommended

Mirrors for searching

Doorstops

20' piece of 1 tubular nylon

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/04/15

DEPT: Police

MEETING DATE: 06/16/15

DISCUSSION ITEM/TOPIC: Grant application for 2015 Justice Assistance Grant.

BACKGROUND/RATIONALE: Application for funds to purchase equipment to develop an Emergency Response Team and for Bullet Proof Vests for deputies from the San Miguel Sheriff's Office.

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.



CHIEF JUAN F. MONTAÑO

REVIEWED AND APPROVED BY:



**ALFONSO E. ORTIZ, JR.
MAYOR**



**ELMER J. MARTINEZ
CITY MANAGER**

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

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

**DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

Approved to form 1-26-15

Edward Byrne Memorial Justice Assistance Grant

JAG Formula Program: Local Solicitation

CFDA #16.738

Program Narrative

Summary

The Las Vegas City Police Department and the San Miguel County Sheriff's Office are jointly applying for the 2015 Justice Assistance Grant through the US Department of Justice. We are requesting the amount of \$11,295.00.

The City of Las Vegas is the largest community within San Miguel County. The Police Department seeks funding to equip an Emergency Response Team to assist in issues of civil unrest in the City of Las Vegas and to assist officers from surrounding agencies.

Civil disobedience and assaults against law enforcement officers are at an all time high in our nation. So it is our goal to develop a program that will ensure officer safety when dealing with emergency situations within our community. One way is to ensure officers are properly outfitted with equipment designed to effectively respond to these situations.

The Las Vegas City Police Department realizes the foremost concern is the protection of human life and welfare but to proceed effectively, the officer himself needs to be protected to ensure he can do his job to the best of his ability.

The Las Vegas City Police Department will utilize the funds to provide equipment to develop an Emergency Response team who will respond to instances of civil unrest fully prepared to restore peace while ensuring their own safety and well being.

The Las Vegas City Police Department will be the fiscal agent for the grant funds. We employ a full time Grants Administrator who will be responsible for the distribution of funds, monitoring the award and submitting the required reports through the Grants Management System.

The San Miguel County Sheriff's Office proposes to utilize their funding to purchase Bullet Proof vests for their deputies.

The Las Vegas City Police Department recognizes the disparity with San Miguel County Sheriff's Office. Both agencies have worked together with prior JAG funding and will continue to work closely under this grant to ensure compliance.

Edward Byrne Memorial Justice Assistance Grant

JAG Formula Program: Local Solicitation

CFDA #16.738

Review Narrative

The Las Vegas City Police Department and the San Miguel County Sheriff's Office are jointly applying for the 2015 Justice Assistance Grant through the US Department of Justice.

The JAG application and the Inter-local Agreement will be presented to the Las Vegas City Council for approval at its June 24, 2015 City Council Meeting. The application will be available to citizen comment at this time as well.

This application and agreement will also be presented for comment to the San Miguel County Commissioner Meeting at its regularly scheduled monthly meeting.

All the above mentioned meetings are public meetings which are advertised in our local newspaper and radio stations, in compliance with the Open Meetings Act.

CITY CLERK RESOLUTION NO.

STATE OF NEW MEXICO

KNOW BY ALL THESE PRESENT

COUNTY OF SAN MIGUEL

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO

AND THE COUNTY OF SAN MIGUEL, NEW MEXICO

2015 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement made and entered into this 24th day of June, 2015 by and between the County of San Miguel, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as "County" and the City of Las Vegas, acting by and through its governing body, the City Council, hereinafter referred to as "City", both of San Miguel County, State of New Mexico, witnesseth:

WHEREAS, this Agreement is made under the authority of 11-1-1 to 11-1-7, NMSA, 1978; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of both parties that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW, THEREFORE, the City and County agree as follows:

Section 1: City agrees to pay County a total of \$5647.50 of JAG funds.

Section 2: County agrees to use \$5647.50 for the JAG Program before September 30, 2016 to purchase bullet proof vests.

Section 3: Nothing in the performance of this Agreement shall impose any liability for claims against the City other than claims for which liability may be imposed by the New Mexico Tort Claims Act.

Section 4: Each party to the Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6: By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF JUNE 2015.

City of Las Vegas:

Alfonso E. Ortiz, Jr., Mayor

Elmer J. Martinez, City Manager

Cassandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY
ONLY

Dave Romero

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: Jun. 1, 15

DEPT: Police

MEETING DATE: Jun. 16, 15

DISCUSSION ITEM/TOPIC: Extension of Contractual Agreement for Inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

BACKGROUND/RATIONALE: The purpose of this agreement is for the confinement for prisoners and/or inmates arrested by the City.

The contract was approved by the San Miguel County Commission on June 09, 2015. Upon approval by the City Council, the term of the agreement shall be for a term of one (1) year.

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.

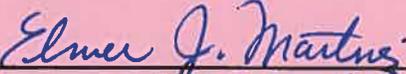


Juan F. Montaña,
Chief of Police

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



City Attorney's Office

Date: 5/16/15

Department Submitting: Executive

I am in receipt of the document for review submitted by: Bersabella Romero

Document to be Reviewed: 1st Extension Contractual Agreement City & San Miguel County Detention Center

Urgency: High Priority Medium Priority Low Priority

Deadline: Meeting w/ chief Montano on 5/12/15
Meeting w/ Detention warden on 5/18/15

Comments:

Approved:

Disapproved:

Dave Romero
Dave Romero, City Attorney

Dave Romero, City Attorney

5/12/15
Will need Aguel's
Request. Mtg
on
June
A pd by City to
County for Prisoners



Field Observational Tool for Level of Intoxication For Use by Law Enforcement and Detention Officers

<p>NAUSEA AND VOMITING Do you feel sick to your stomach? Have you vomited?</p> <p>0 No nausea and no vomiting 1 Mild nausea with no vomiting 2 Intermittent nausea with dry heaves 3 Constant nausea, frequent dry heaves and vomiting</p>	<p>PAIN Do you have any pain or headache? Have the patient rate their pain on a scale of 0-10</p> <p>0 0 / No Pain 1 1-3 / Mild Pain (where) 2 4-7 / Moderate Pain (where) 3 8-10 / Severe Pain (where)</p> <p>Location: _____</p>
<p>TREMORS (shaking) Extend arms, fingers spread apart look for tremors</p> <p>0 No tremors 1 Feeling shaky but no obvious tremors 2 Moderate, with patient's arms extended 3 Severe, tremors even with arms not extended</p>	<p>AUDITORY DISTURBANCES Are you hearing voices? (people that aren't there)</p> <p>0 No 2 Yes</p>
<p>SWEATING (observed)</p> <p>0 No signs of sweating 1 Palms moist 2 Sweat obvious on forehead 3 Drenching sweats</p>	<p>VISUAL DISTURBANCES (hallucinations) Are you seeing things that are not present?</p> <p>0 No 2 Yes</p>
<p>ANXIETY (observed) Do you feel nervous?</p> <p>0 The patient denies anxiety 1 Mildly anxious 2 Moderately anxious or guarded 3 Acute panic state</p>	<p>AMBULATION Can you walk or do you need assistance?</p> <p>1 Walks on their own 2 Needs some assistance 3 Needs to be carried 4 UNCONSCIOUS/UNRESPONSIVE (Transport to HOSPITAL immediately)</p>
<p>AGITATION</p> <p>0 Cooperative 1 A little bit of agitation 2 Moderate amount of agitation 3 Pacing, constantly moving around 4 Combative</p>	<p>ORIENTATION What's the date? Where are you? Knows name?</p> <p>0 Knows person, place and date 1 Is orientated to person, place but not time 2 Doesn't know what day it is or the date 3 Doesn't know place and/or person</p>
<p>Is the patient a danger to themselves or others? Threatening suicide /homicide (needs psychiatric evaluation)? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>	
<p>Total Score: _____ Date: _____ Time: _____ Completed By: _____</p>	

**Note: SCORE > 11 THE PATIENT WILL NEED A HOSPITAL CLEARANCE
(Highest Possible Score = 30)**

Hospital Medical Clearance/Discharge Records Attached: Date _____ Time _____

Date: _____ Time: _____ Peace Officer's Signature: _____

Date: _____ Time: _____ Booking Officer: _____

Date: _____ Time: _____ Medical Officer's Signature: _____



Detention Center
Patrick W. Snedeker, Warden

Arthur J. Padilla
Chairman - District 3

Gilbert J.B. Sena
Vice-Chairman - District 4

Rock G. Alibarrí
Commissioner - District 1

Marcellino A. Ortiz
Commissioner - District 2

Nicholas C. Leger
Commissioner - District 5

Les W. J. Montoya
County Manager

April 30, 2015

Mr. Elmer Martinez, City Manager
City of Las Vegas
P.O. Box 160
1700 North Grand Avenue
Las Vegas NM 87701

Dear Mr. Martinez:

I should like to initiate the process with the City of Las Vegas, New Mexico, to enter into the 1st Extension contractual agreement between San Miguel County, New Mexico, for the confinement of prisoners of the City of Las Vegas, at the San Miguel County Detention Center.

The cost of detaining an inmate shall be at a rate of eighty dollars (\$80.00) per day, per prisoner housed in the San Miguel County Detention Center.

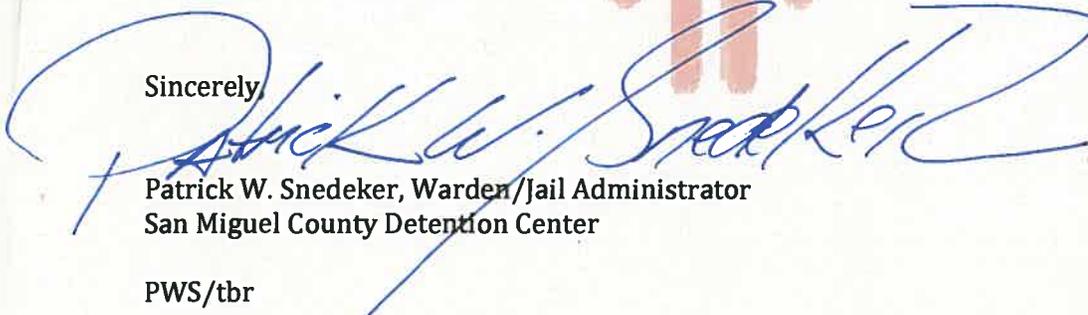
I submit to you for consideration, an Agreement, as prepared by the San Miguel County Detention Center.

Kindly review as necessary, and should no changes be required, take the Agreement, before the Las Vegas City Council.

I intend to take this Agreement before the San Miguel County Commission, at the scheduled June 9, 2015 meeting.

If I may be of further assistance to you; please do not hesitate to contact me.

Sincerely,


Patrick W. Snedeker, Warden/Jail Administrator
San Miguel County Detention Center

PWS/tbr

Attachment(s) - Agreement

Inmate Confinement Agreement

**XC: Les W. J. Montoya, San Miguel County Manager
Melinda Gonzales, San Miguel County Finance Division Supervisor
Jesus Lopez, San Miguel County Attorney
Juan Montano, Chief of Police - City of Las Vegas Police Department
City of Las Vegas - Contract Book -File
File**

Extension of Agreement/Contract for Inmate Confinement (1st Extension)

This Extension of Agreement/Contract for Inmate Confinement is entered into as of 23rd day of **June, 2015**, by and between the Board of County Commissioners of San Miguel County, New Mexico, and the City of Las Vegas.

Witnessed, that for and in consideration of the covenants and agreements hereby exchanged and adopted by them, the parties hereto expressly agree that the underlying Contract for Inmate Confinement, dated as of June 10, 2014, is extended by them for an additional term of one (1) year, beginning as of the day and year first above written; subject to the terms and conditions of the underlying Agreement/Contract, which shall remain in full force and effect during the one year term which is the subject of this Extension.

Elmer J. Martinez, City Manager

Date

Alfonso E. Ortiz, Jr., Mayor

Date

Les W. J. Montoya, San Miguel County Manager

Date

Arthur J. Padilla, Chairman District 3

Date



Detention Center

Patrick W. Snedeker, Warden

Nicolas T. Leger
Chairman - District 5

Ron R. Ortega
Vice Chairman - District 1

Marcellino A. Ortiz
Commissioner - District 2

Arthur J. Padilla
Commissioner - District 3

Gilbert J. B. Sena
Commissioner - District 4

Les W. J. Montoya
County Manager

June 19, 2014

Mr. Elmer Martinez, Interim City Manager
City of Las Vegas
P.O. Box 160
1700 North Grand Avenue
Las Vegas NM 87701

Dear Mr. Martinez:

Attached is the fully executed Agreement/Contract for Inmate Confinement, by and between the County of San Miguel and the City of Las Vegas.

If I may be of further assistance to you; please do not hesitate to contact me.

Sincerely,

Patrick W. Snedeker, Warden
San Miguel County Detention Center



PWS/tbr

Attachment - Contract Agreement

- xc Les W. J. Montoya, San Miguel County Manager
- Melinda Gonzales, San Miguel County Finance Division Supervisor
- Jesus Lopez, San Miguel County Attorney
- SMCDC Contract Booklet - City of Las Vegas
- File



Detention Center
Patrick W. Snedeker, Warden

Nicolas T. Leger
Chairman - District 5

Ron R. Ortega
Vice Chairman - District 1

Marcellino A. Ortiz
Commissioner - District 2

Arthur J. Padilla
Commissioner - District 3

David R. Salazar
Commissioner - District 4

Les W. J. Montoya
County Manager

May 2, 2014

Mr. Tim Dodge, City Manager
City of Las Vegas
P.O. Box 160
1700 North Grand Avenue
Las Vegas NM 87701

Dear Mr. Dodge:

I should like to initiate the process with the City of Las Vegas, New Mexico, to enter into a contract between San Miguel County, New Mexico, for the confinement of prisoners of the City of Las Vegas, at the San Miguel County Detention Center.

The cost of detaining an inmate shall be at a rate of eighty dollars (\$80.00) per day, per prisoner housed in the San Miguel County Detention Center.

I submit to you for consideration, an Agreement, as prepared by the San Miguel County Detention Center.

Kindly review as necessary, and should no changes be required, take the Agreement, before the Las Vegas City Council.

I intend to take this Agreement before the San Miguel County Commission, at the scheduled June 10, 2014 meeting.

If I may be of further assistance to you; please do not hesitate to contact me.

Sincerely,

Patrick W. Snedeker, Warden/Jail Administrator
San Miguel County Detention Center

PWS/tbr

Attachment(s) - Agreement
Inmate Confinement Agreement

XC: Les W. J. Montoya, San Miguel County Manager

Melinda Gonzales, San Miguel County Finance Division Supervisor
Jesus Lopez, San Miguel County Attorney
Christian Montano, Chief of Police - City of Las Vegas Police Department
City of Las Vegas - Contract Book - File
File

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of June 2014, by and between the City of Las Vegas Police Department. A law enforcement agency within the City of Las Vegas, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and San Miguel County Detention Center, a detention facility within San Miguel County (hereinafter referred to as the "SMCDC").

RECITALS

WHEREAS, the City of Las Vegas Police Department, a law enforcement department within the City of Las Vegas, is in need of professional services which require the housing of adult prisoners and/or inmates within SMCDC, and the City of Las Vegas desires to house prisoners and/or inmates in SMCDC (hereinafter sometimes referred to as the "Facility") and:

WHEREAS, San Miguel County is the owner of SMCDC, and the City of Las Vegas desires to house its adult prisoners and/or inmates in SMCDC:

WITNESSETH, In consideration of the promises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **AUTHORITY AND PURPOSE:** this agreement is entered into pursuant to Section 33-3-18. NMSA 1978 is authorizing the parties to make contractual arrangements for the confinement of prisoners and/or inmates arrested by the City. This Agreement wholly replaces and supersedes all prior contracts/agreements between the parties for these services.
2. **EFFECTIVE DATE AND TERM:** This contract shall become effective upon approved by City, by and through its City Council and by SMCDC, by and through its County Commission and shall be for a term of one (1) year, with the option to renew annually for up to four (4) additional years.
3. **TERMINATION:**
 - A. This Agreement may be terminated at any time by either party upon thirty (30) days written notice. The SMCDC shall be paid for all services provided through the date of termination.
 - B. In the event that a court of competent jurisdiction enters any order which affects the SMCDC ability to perform its obligations under this Agreement. The SMCDC shall have the right to terminate this Agreement upon the entry of such order but must provide written notice to the City of the same within one (1) business day of receipt of said order.
4. **SCOPE OF SERVICES:** SMCDC shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the City:
5. **TRANSPORTATION:** Once the adult prisoner/inmate is confined at SMCDC, it will be the responsibility of SMCDC to transport City prisoners/inmates to all required courts hearings, medical requirements, including transportation of protective custody/mental health hold

detainees to New Mexico Behavioral Health Institute, and/or all other needed transportation; until such prisoners is either released or transported to another facility.

TRANSPORTATION OF JUVENILES: The responsibility will be that of arresting entity the transport of all juvenile prisoners/inmates.

6. **CONFINEMENT:** SMCDC shall provide confinement, safe-keeping, and maintenance for each prisoner accepted by the facility. City prisoners/inmates shall be classified and confined in the facility in accordance with the SMCDC classification criteria as promulgated by the SMCDC. SMCDC shall provide City prisoners/inmates with a reasonable, clean, safe and wholesome facility, which shall be kept in good order and repair. City prisoners/inmates confined at the SMCDC shall receive good and sufficient food, as well as lighting and heating of the same quality and quantity as is provided to other prisoners, during their confinement at the SMCDC.
7. **BOOKING, FINGERPRINTING, PHOTOGRAPHING, AND STATE TRACKING NUMBER (STN):** Fingerprinting of City prisoners/inmates will be the responsibility of the City, at their location. SMCDC has a dedicated intake/booking area at the facility; including detention officer personnel, intake booking equipment, property safeguarding, equipment, and a camera for photographing each inmate/prisoner. City of Las Vegas shall be responsible for all State Tracking Number Processes. SMCDC shall be responsible for signing for and receiving all personal property belonging to the prisoner/inmate at the time of arrest. The prisoners/inmates must be booked by the City Police Officer and all personal belongings must be inventoried and must be turned over to SMCDC along with the prisoner/inmate.
8. **APPLICABLE RULES AND REGULATIONS:** When using the Facility for the confinement of prisoners, the City, its Officers, Employees, and Agents, and its prisoners/inmates shall at all times be governed by the Rules and Regulations and Policies adopted by SMCDC relating to confinement and care of prisoners at the SMCDC. All policies and procedures are in accordance with the American Correctional Association Standards for Adult Local Detention Facilities, as well as with all applicable state and federal statutes.
9. **RECORDS:** The SMCDC shall keep and maintain accurate and current records, (i.e. booking, and photographs) relating to the confinement of all prisoners, including the initial date of acceptance at the SMCDC, the confining agency, the detaining source of the prisoner, and the number of days at the facility, and whether such prisoner has been sentenced.
10. **HEALTH SCREENING REQUIREMENTS:** Intake medical screening for inmates commences upon the inmates arrival at the facility and is performed by a health-trained detention officer and/or qualified health care provider. Findings are recorded on a screening form approved by the health authority. The screening includes inquiry, observation, and medical disposition of the inmate, including refusal of administration until the inmate is medically cleared.

Health screening is a system of structured inquiry and observation to prevent newly arrived inmates who pose a health safety threat to themselves or others from being admitted to the facility; and to identify inmates who require immediate medical attention.

Inmates who are unconscious, semiconscious, bleeding, or otherwise in need of immediate medical attention must have a written medical release for incarceration from a hospital prior to review for admission to the facility.

All arrestees shall be subjected to the field assessment tool for level of intoxication, in order to determine the need for a medical clearance prior to admittance to the facility. An arrestee with a score greater than 11 on the field assessment tool, shall be transported to the local hospital for a medical clearance, by the arresting officer.

11. **MEDICAL CARE OF INMATES WHILE CONFINED AT THE FACILITY:** If a city prisoner/inmate is in need of medical care, he or she will be provided access to any in-house services provided by the Facility, SMCDC shall provide routine and ordinary medical care within SMCDC. Medical care not deemed by SMCDC to be within the parameter of routine and ordinary care provided by SMCDC, including routine pharmacy prescription care, shall be the financial responsibility of the prisoner/inmate.

If a City prisoner/inmate is in need of medical services that cannot be provided at the Facility (lab tests, x-rays, diagnostic procedures, or specific consultations), the medical staff shall confer with the Detention Center Health Authority to determine the medical situation and will initiate other Medical Management Services, if needed. If a City prisoner/inmate is determined to be in need of emergency care or hospital admission the prisoner will be taken to Alta Vista Regional Hospital in Las Vegas, New Mexico, SMCDC shall provide such transport. All City prisoners/inmates confined to the SMCDC will be provided with the facility medical services as stated within this section of the Agreement.

12. **ENTIRE CONTRACT:** This Agreement and the Exhibits attached hereto constitute the entire contract between the parties, and this contract shall not be modified, amended or rescinded in whole or in part, except by written amendment signed by both parties hereto.
13. **NOTICES:** All notices required under this contract shall be sent Certified Mail, Return Receipt requested to:

City of Las Vegas
City Manager
1700 N. Grand Avenue
Las Vegas, New Mexico 87701
(505)454-1401

San Miguel County
County Manager
500 West National Suite 201
Las Vegas, New Mexico 87701

14. **COMPENSATION, METHOD OF PAYMENT AND PROCESSING FEE:** For performing the Services specified herein, the City agrees to pay SMCDC the rate of eighty dollars (80.00) per day, per

- What constitutes a "day"
of hours before midnight = day
- Released inmates • Training by P.D.

prisoner/inmate for each day, or portion thereof, in which the prisoner/inmate is confined by SMCDC. This amount includes any applicable gross receipts taxes, and which amount shall constitute full and complete compensation for the SMCDC Services Under this Agreement, including all expenditures made and expenses incurred by SMCDC in performing such Services, unless stated above.

To ensure accuracy for billing purposes, all billing for inmates housed and cared for specific to a protective custody/mental health hold; shall be on a day for day basis.

15. METHOD OF PAYMENT: SMCDC shall bill the City via the Municipal Court Offices for Municipal prisoners/inmates only on a monthly basis together with such documentation as City may reasonable require. This rate includes any applicable gross receipts taxes. Payments shall be made to the SMCDC on a monthly basis upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the SMCDC has accomplished the Services to the satisfaction of the City. City shall forward payment to SMCDC within thirty (30) days of billing. Charges not paid within thirty (30) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is lower.
16. APPROPRIATIONS: Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Las Vegas making the appropriations necessary for the authorizations are not made by the City Council. This Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to SMCDC. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by SMCDC and shall be final.
17. Neither the SMCDC nor its employees are considered to be employees of the City for any purpose whatsoever. The SMCDC is considered "an independent contractor" at all times in the performance of the Services described in Section 1. SMCDC further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
18. PERSONNEL: SMCDC represents that it has, or will secure at its own expense, all personnel required in performing all of the Services requires under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the Services required hereunder will be performed by SMCDC or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

19. **INSURANCE:** SMCDC shall carry and maintain in full force and effect during the Term of this Agreement any extension thereof at SMCDC's sole expense public liability insurance covering bodily injury, disease, illness or death and property damage liability. SMCDC shall maintain in force a policy or policies providing the following:
- a. Comprehensive general liability coverage not less than \$1,050.00 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death and will increase according to industry standards.
 - b. Fire, lightning and extended coverage, or "all risk" coverage. City shall be named as an Additional Insured on each such policy of insurance. SMCDC shall carry and maintain in full force and effect during the Term of this Agreement and any renewal thereof, at SMCDC's sole cost and expense, fire and extended coverage insurance upon all real property, alterations and improvements in an amount equal to the replacement value of such real property, alterations, additions and improvements. SMCDC within ten (10) days after cancellation or expiration of any required coverage is to notify City in writing. City may deem Agreement to be in Default if SMCDC fails to comply with provisions in Paragraph 20 (a) and 20 (b).
20. **INDEMNIFICATION HOLD HARMLESS:** SMCDC shall defend, indemnify and Hold Harmless 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 from all actions, proceeding, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act by SMCDC, its officers, employees, servants, or agents, or if caused by the actions of any client of SMCDC resulting in injury or damage to persons or property during the time when SMCDC or any officer, agent, employee, servant under this Agreement brought against SMCDC. SMCDC shall, as soon as practical but no later than two (2) days after received notice thereof, notify the legal counsel of the City in writing by certified mail.
21. **DISCRIMINATION PROHIBITED:** In performing the Services required hereunder, SMCDC shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual preference, sexual orientation., national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.
22. **ADA COMPLIANCE:** In performing the Services required hereunder, SMCDC agrees to meet all requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") which is imposed directly on SMCDC or which would be imposed on the City as a public entity. SMCDC agrees to be responsible, for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties as a result of any acts or omissions of SMCDC or its agents in violation of the ADA.
23. **ESTABLISHMENT AND MAINTENANCE OF RECORDS:** Records shall be maintained by SMCDC in accordance with applicable law and requirements.

24. **COMPLIANCE WITH LAWS:** In performing the Services required hereunder, SMCDC shall comply with all applicable laws, ordinances, and codes of the Federal, State and Local Governments.
25. **CHANGES:** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of SMCDC's compensation, which are mutually agreed upon by and between the City and SMCDC, shall be incorporated in written amendments to this Agreement.
26. **ASSIGNABILITY:** SMCDC shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.
27. **CONSTRUCTION AND SERVABILITY:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
28. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
29. **APPLICABLE LAW:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

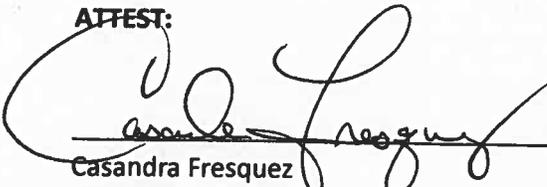
IN WITNESS WHEREOF, the City and SMCDC have executed this Agreement as of the date first above written.

City of Las Vegas



City Manager, Timothy P. Dodge

ATTEST:

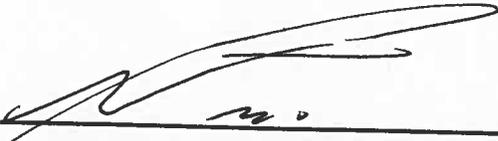


Casandra Fresquez
City Clerk



Dave E. Romero, Jr. Esq., City Attorney

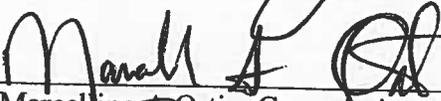
In Witness Whereof, the Agreement has been entered into this **10th** day of **June** 2014, by the **BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, NEW MEXICO.**



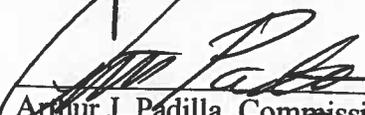
Nicholas T. Leger, Chairman – District 5



Ron R. Ortega, Vice-Chairman – District 1



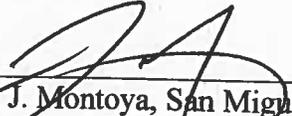
Marcelino A. Ortiz, Commissioner District 2



Arthur J. Padilla, Commissioner – District 3



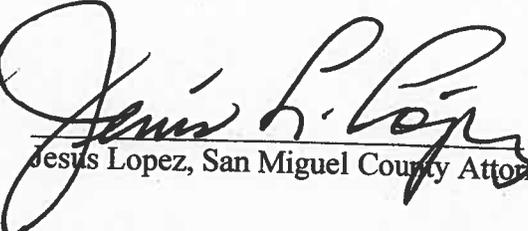
Gilbert J.B. Sena, Commissioner – District 4



Les W. J. Montoya, San Miguel County Manager

ATTEST:


Melanie Y. Rivera, San Miguel County Clerk

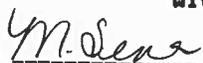


Jesus Lopez, San Miguel County Attorney

• **San Miguel County – City of Las Vegas Renewal Agreement**

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss
SAN MIGUEL COUNTY
PAGES: 11

I Hereby Certify That This Instrument Was Filed for Record On The 20TH Day Of June, 2014 at 02:14:59 PM And Was Duly Recorded as Instrument #201401930 Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Melanie Y. Rivera
Deputy  County Clerk, San Miguel, NM

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/4/15

DEPT: Executive

MEETING DATE: 6/16/15

DISCUSSION ITEM/TOPIC: Establishing a Solid Waste Department to include the appointment of a Solid Waste Director.

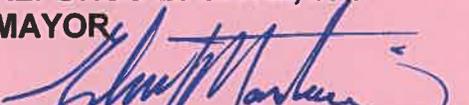
BACKGROUND/RATIONALE: As per the City of Las Vegas Municipal Charter, Article V, Section 5.07. Departments, A. Subject to approval of Governing Body, the city manager shall establish such departments as are necessary for efficient administration of the City and B. The city manager shall appoint department directors, subject to approval by the Governing Body.

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:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/04/2015

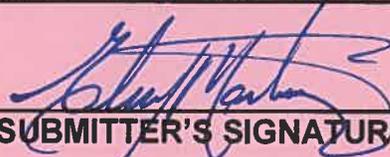
DEPT: EXECUTIVE

MEETING DATE: 06/16/2015

DISCUSSION ITEM/TOPIC: Out of State Travel for City Manager.

BACKGROUND/RATIONALE: Travel to Seattle Washington to attend the 2015 ICMA Conference in late September, 2015 (See attached information)

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:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**Estimated Cost for 101th ICMA Conference
Seattle, Washington
September 27-30, 2015**

	Meals	Books	Flight	Taxi	Hotel	Total
9/26/2015		\$ 40.00	\$ 312.00			\$ 325.00
9/26/2015	Up to \$45 per 24 hr period			Up to \$30 a day	\$244 +tax	\$ 319.00
9/27/2015	Up to \$45 per 24 hr period			Up to \$30 a day	\$244 +tax	\$ 319.00
9/28/2015	Up to \$45 per 24 hr period			Up to \$30 a day	\$244 +tax	\$ 319.00
9/29/2015	Up to \$45 per 24 hr period			Up to \$30 a day	\$244 +tax	\$ 319.00
9/30/2015	Up to \$45 per 24 hr period			Up to \$30 a day	\$244 +tax	\$ 319.00
10/1/2015	Up to \$45 per 24 hr period			Up to \$30 a day	\$244 +tax	\$ 319.00
					Estimated Total	\$ 2,239.00

SCHEDULE AT A GLANCE



	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	Noon	1 p.m.
SATURDAY		ICMA University Workshops					ICMA University
		Tour: Mount Rainier		Tour: Explore Seattle/Downtown Walking Tour			Tour: Seattle City Tour
							Tour: Coast Salish
		Registration and Host Committee Desk					
SUNDAY		Annual Leadership Institute					Field Demos
		ICMA University Workshops					County Administrators' Idea Exchange
		Member Task Force/Committee Meetings		Regional Meetings			ICMA University Forums
	Sports: Yoga (starts 6:30a.m.)			Speed Coaching			Women's Luncheon and Program
		Sports: 5K Fun Run/Walk					Tour: Explore Seattle/Downtown Walking Tour
	Sports: Golf Tournament (starts 5:00a.m.)						
		Tour: Snoqualmie Falls/Boehmi					
		Tour: Seattle City Tour					
				Tour: Woodinville Wineries			
		Registration and Host Committee Desk					
MONDAY		Keynote: Vernā Myers		Educational Sessions		Special Sessions	Educational Sessions
				Learning Lounge/Experts Bar		Roundtable Discussions	Featured Speaker: Andrew Salkin
				Solutions Track		Solutions Track	Solutions Track
				Field Demos			Field Demos
	Inspirational Breakfast			Film			Film
	Sports: Yoga (starts 6:30a.m.)			Partners' Brunch and session		Assistants' Luncheon	
		Tour: Mountains, Waterfalls, Bavaria					
				Tour: Day at the Market			Tour...
				Registration and Host Committee Desk			
				Educational Exhibits/Solutions Theaters/ICMA Pavilion/Internet Express			
TUESDAY		Keynote: Patrick Lencioni		Solutions Track		Educational Sessions	Special Sessions
				Annual Business Meeting		Solutions Track	Solutions Track
				Partners' Service Projects		Learning Lounge/Experts Bar	Roundtable Discussions
	Sports: Yoga (starts 6:30a.m.)			Film			Field Demos
		Tour: Nature Reserve and Bainbridge Island					State Secretariat Meeting
				Tour: FF and Paine Field			Tour...
				Tour: Tulalip Casino			
				Tour: Shopping Outlet Mall			
							Tour: Alki Beach
				Registration and Host Committee Desk			
			Educational Exhibits/Solutions Theaters/ICMA Pavilion/Internet Express				
WEDNESDAY			Celebration of Service: Tom Yordon		Roundtable Discussions		
	Sports: Yoga (starts 6:30a.m.)				ICMA University Forums		
			Tour: Museum of Flight				Tour: CenturyLink...
				Tour: Snoqualmie Falls/Boehmi			
				Host Committee Desk			
	7 a.m.	8 a.m.	9 a.m.	10 a.m.	11 a.m.	Noon	1 p.m.



CONFERENCE

2015 - 101st ICMA Annual Conference

WHEN September 27-30, 2015
WHERE Seattle/King County, Washington

The ICMA Annual Conference is the largest annual event in the world for local government managers and staff.

Each year, through its highly praised Annual Conference, ICMA offers an abundance of educational, information-sharing, and networking tools to help you manage your community in today's complex environment. Especially in challenging times such as these, the tools, tips, information, and resources you pick up at the conference -- in addition to the opportunities for professional and personal renewal and networking -- are more important than ever.

<http://www.visitseattle.org/Home.aspx>

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Albuquerque, NM to Seattle/Tacoma, WA

Air

Total Price: **\$312.00**

ITINERARY				
DEPART SEP 26 SAT	09:30 AM	Depart Albuquerque, NM (ABQ) on Southwest Airlines	Flight #2690	Saturday, September 26, 2015
	09:45 AM	Arrive in Phoenix, AZ (PHX)		
	11:45 AM	Change to Southwest Airlines in Phoenix, AZ (PHX)	Flight #1181	
	02:50 PM	Arrive in Seattle/Tacoma, WA (SEA)	WiFi available	Travel Time 6 h 20 m (1 stop, includes 1 plane change) Wanna Get Away
RETURN OCT 1 THU	07:20 AM	Depart Seattle/Tacoma, WA (SEA) on Southwest Airlines	Flight #1561	Thursday, October 1, 2015
	10:05 AM	Arrive in San Diego, CA (SAN)	WiFi available	
	11:20 AM	Change to Southwest Airlines in San Diego, CA (SAN)	Flight #2048	Travel Time 5 h 40 m (1 stop, includes 1 plane change) Wanna Get Away
	02:00 PM	Arrive in Albuquerque, NM (ABQ)	WiFi available	

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	ABQ-PHX-SEA	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points 	1	\$126.00
Return	SEA-SAN-ABQ	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points 	1	\$186.00
<p>Enroll in Rapid Rewards and earn at least 1489 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.</p> <p>You can't find this great fare on any other website. Southwest fares are only on southwest.com®.</p>				Subtotal	\$312.00 Fare Breakdown
<p>1st and 2nd Checked Bags Fly Free®* *Weight and size limits apply.</p>				Bag Charge	\$0.00
Air Total:					\$312.00

Modify Trip

Purchase your shopping cart...
By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase

Continue

Get \$100 Statement Credit after first purchase & Earn 10,000 Bonus Points [Apply Now](#)

You Pay Today: \$312.00
Credit On Your Statement: -\$100.00
Total After Statement Credit: \$212.00

Add a Hotel

We'll keep an eye on your cart for you while you shop. Products not confirmed until purchase.



Mediterranean Inn
\$191/night
[View Details](#)

Search for hotels in Seattle (09/26/2015 - 10/01/2015)

Close To (optional)
 within

Show Only (optional)
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Pickup Location	Pickup Date	Dropoff Date
Seattle/Tacoma, WA - SEA	09/26/2015	10/01/2015

Vehicle Type (optional) **Which Company?** (optional)

Economy	Shop All
---------	----------

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Trip Total **\$312.00**

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ICMA / Events / Annual Conference / Register

Registration Information

Registration rates and deadlines for the ICMA 101st Annual Conference at the Washington State Convention Center, Seattle/King County.

Online registration and housing open
Thursday, June 4 at 12:00 p.m., EDT, on this page.

08 Days, 00 Hours, 48 Minutes, 59 Seconds.

ONLINE REGISTRATION DEADLINES AND RATES

DEADLINE	MEMBER RATE	NONMEMBER RATE
Register online by July 16:	\$655	\$1,115
Register online by August 27:	\$720	\$1,175
Register online after August 27:	\$775	\$1,225

MAILED OR FAXED REGISTRATION DEADLINES AND RATES

DEADLINE	MEMBER RATE	NONMEMBER RATE
Registration postmarked/faxed by July 16:	\$680	\$1,115
Registration postmarked/faxed by August 27:	\$745	\$1,175
Registration postmarked/faxed after August 27:	\$800	\$1,225

Members: To register as a member, you must be a current member of ICMA. If you would like to verify your membership status, call the ICMA Member & Customer Support Center toll free at 800-745-8780 or 202-962-3680 or e-mail customerservices@icma.org.

Note: ICMA membership is for individuals only.

NONMEMBERS

Join and Go! As a special offering, join and save 50% off your membership rate and register at the member rate. We want you to consider a longer-term investment in your career and your community. So we'll offer you half off your first year's dues (a savings up to \$700) if you join ICMA today, and we'll extend the registration discounts offered exclusively to ICMA members. Take this opportunity to join ICMA and receive a discount on conference registration, as well as many other

membership benefits. To join online or download a membership application, go to icma.org/apply. All membership applications and conference registrations must be received by ICMA by July 16 to qualify for the lowest member registration fee.

SPECIAL REGISTRATION DISCOUNTS

Members who are first-time attendees. ICMA members in the conference region (Alaska, California, Hawaii, Nevada, Oregon, and Washington) who are attending their first ICMA conference are eligible for a \$200.00 discount off the registration fee. If you are eligible, this discount will appear at checkout.

ICMA members outside of North America who are attending their first ICMA conference are eligible for half-price registration. If you are eligible, this discount will appear at checkout.

ICMA affiliate members who are early-career local government staff to department head. Early-career professionals, defined as ICMA U.S Affiliate Members who are entry-level local government staff to department heads, are eligible for a \$300.00 discount off the registration fee. If you are eligible, this discount will appear at checkout.

Members in transition. If you have been fired or forced to resign your position in local government and are now "in transition," ICMA will provide complimentary registrations for you and your partner. ICMA will also provide you and your partner with complimentary tickets to the Sunday Welcoming Reception. If you are eligible, this discount will appear at checkout.

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ICMA / Events / Annual Conference / **Hotel Information**

Hotel Information

Booking Your Conference Hotel Room

Online registration and housing open
 Thursday, June 4 at 12:00 p.m., EDT
08 Days, 00 Hours, 12 Minutes, 33 Seconds.

Beginning Thursday, June 4, at 12:00 p.m. EDT, you will be able to make online reservations through ICMA's Housing Bureau at the following ICMA conference hotels. All nightly rates are subject to 15.6% state and local tax.

Sheraton Seattle Hotel (headquarters) **\$244 single/\$264 double**

Click on image to expand view.

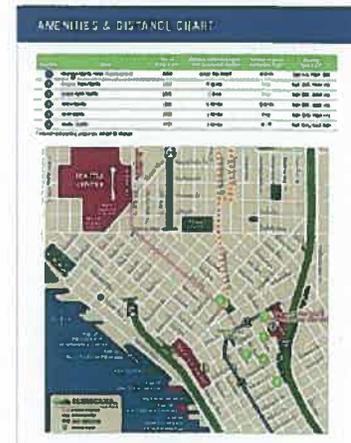
Crowne Plaza Seattle Downtown \$197 single/double

Grand Hyatt Seattle \$258 single/double

Hilton Seattle \$216 single/double

Motif Seattle \$224 single/double

Westin Seattle \$245 single/\$265 double



[Download Map Here.](#)

Need to book a **hospitality suite** or a room for a **Monday evening reception** at the Sheraton Seattle Hotel? Contact Karen Rader at krader@icma.org or (602) 268-8380.

Group Dinners-Restaurant Suggestions: Contact Katy Willis at KWillis@visitseattle.org or (206) 461-5842 to receive **restaurant suggestions for group dinners.**

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Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/4/15

DEPT: City Clerk

MEETING DATE: 6/16/15

DISCUSSION ITEM/TOPIC: Publication of Ordinance No. 15-08, amending the Code of the City of Las Vegas, Chapter 356, Entitled Smoking, to Specify Definitions.

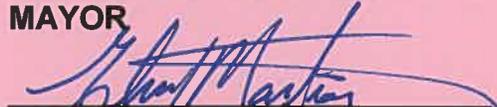
BACKGROUND/RATIONALE: As discussed at a previous council meeting, it was determined that the current City code regarding smoking which identifies Smoking in City-Owned Buildings, Facilities and Vehicles did not specifically include the prohibited use of e-cigarettes and therefore needed to be added into the definition.

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:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

CITY OF LAS VEGAS
ORDINANCE NO. 15-08

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAS VEGAS, CHAPTER 356 THEREOF, ENTITLED SMOKING, TO SPECIFY DEFINITIONS.

Be it ordained by the Council of the City of Las Vegas, as follows:

Article 1. Smoking in City-Owned Buildings, Facilities and Vehicles.

§ 356-2 Definitions.

SMOKE or SMOKING

The carrying or holding of a lighted pipe, cigar, cigarette, e-cigarette or any other combustible tobacco product of any kind, or any other lighted smoking equipment or the lighting or emitting or exhaling the smoke of a pipe, cigar, e-cigarette, or cigarette of any kind.

PASSED, APPROVED AND ADOPTED ON _____ DAY OF _____, 2015

ATTEST:

Casandra Fresquez, City Clerk

Alfonso E. Ortiz Jr., Mayor

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero, City Attorney

City of Las Vegas, NM
Tuesday, June 9, 2015

Chapter 356. Smoking

Article I. Smoking in City-Owned Buildings, Facilities and Vehicles

§ 356-1. Declaration of policy and intent.

The governing body finds and declares that the smoking or burning of tobacco, or any other weed or plant, is a danger to health and a health hazard to those who are present in enclosed places and therefore seeks to protect the public from this known health risk.

§ 356-2. Definitions.

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

CITY VEHICLE

Any City-owned vehicle, including but not limited to cars, trucks, vans, heavy equipment buses and other means of public transit under the authority of the City of Las Vegas.

PUBLIC BUILDING

Any building owned or leased by the City of Las Vegas and includes, but is not limited to, work areas, private offices, lobbies, reception areas, conference and meeting rooms, lunch rooms, stairways, waiting areas, hallways, coffee rooms, rest rooms and truck bays within the City's buildings.

PUBLIC MEETING

Any meeting of a public body that is not closed pursuant to the New Mexico Open Meetings Act (NMSA 1978, § 10-15-1 et seq.).

SMOKE or SMOKING

The carrying or holding of a lighted pipe, cigar, cigarette or any other combustible tobacco product of any kind, or any other lighted smoking equipment or the lighting or emitting or exhaling the smoke of a pipe, cigar or cigarette of any kind.

§ 356-3. Smoking prohibited.

It is unlawful for any person to smoke in a public building, or in a City vehicle owned by the City of Las Vegas, or at a public meeting held by the City of Las Vegas.

§ 356-4. Signs.

The Mayor shall designate a person to be responsible for seeing that signs using the words "NO SMOKING" or the international no-smoking symbol, or both, are conspicuously posted either on all public entrances or City vehicles or in a position where the sign is clearly visible on entry into the public building or City vehicle.

§ 356-5. Enforcement; violations and penalties.

Any officer of the City of Las Vegas Police Department or the Las Vegas Fire Department may issue a citation for any violation of this article. Each person violating § 356-3 of this article shall be fined an amount not less than \$25 nor more than \$100 for each violation.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/10/15

DEPT: Community Development

MEETING DATE: 6/16/15

DISCUSSION ITEM/TOPIC:

Recommendation to enter into agreement with MainStreet de Las Vegas, a New Mexico non-profit corporation, for the annual amount of \$38,000.00 for the period of July 1, 2015, thru June 30, 2016.

BACKGROUND/RATIONALE:

MainStreet de Las Vegas is a non-profit corporation incorporated on September 28, 2005, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts which consist of three districts listed on the National and Local Registers of Historic Places: the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

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:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

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

This contract entered into this _____ day of _____, 2015, and effective **July 1, 2015**, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and MainStreet de Las Vegas, a corporation, hereinafter called "Contractor."

WHEREAS, the Contractor is a non-profit corporation, incorporated on September 28, 2005, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. The three districts on the National and Local Registers of Historic Places are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

WHEREAS, after successful application with New Mexico MainStreet, MainStreet de Las Vegas pledged to follow the Four Point Approach as defined by the National MainStreet Organization. The MainStreet Four Point Program contains the following elements essential to a successful program:

Design: Developing and implementing a vision to enhance pedestrian and landscaping amenities, improved parking, wayfinding signage, façade renovations and beautification of the Corridor.

Economic Positioning: Implementing assistance to business owners in the form of inventory niches, financing, building renovation using state and federal tax credit assistance, identifying and applying for grant monies, identifying re-use of vacant buildings, and inventory of all buildings on the Corridor.

Promotion: Implementing a marketing strategy to promote and market Las Vegas' historical and cultural assets and the businesses in the three historic downtown districts to bring needed Gross Receipts Tax and Lodgers Tax monies to the City.

Organization: Ensuring the board and staff of MainStreet de Las Vegas operate in such a way to effectively realize the goals of MainStreet de Las Vegas through newsletters to the community, website creation and attendance at quarterly New Mexico MainStreet conferences.

WHEREAS, the City commits financial support for the next twelve (12) months in the amount of **\$38,000** for the year to be paid to the Contractor under the terms and conditions of this Contract and **\$5,000** in in-kind services (office space and use of Train Depot conference room).

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:

I. SCOPE OF WORK

1. Contractor shall maintain an updated website that includes the mission and goals of the organization, as well as past and current projects. Contractor shall coordinate with the City's IT Specialist to add a MainStreet de Las Vegas link on the Economic Development page of lasvegasnm.gov. Contractor shall circulate a quarterly newsletter utilizing a mass mailing system that allows readers to sign-up on the MainStreet de Las Vegas website. Contractor shall also maintain both Facebook and Twitter accounts to be updated weekly with project updates, community events/announcements, downtown business promotion, etc.
 - a. Contractor shall report quarterly on the status of the project.
2. Contractor shall continue to facilitate Economic Positioning, to include the development coordination for catalytic projects, such as the Downtown Movie Theater, Community Performing Arts Theater, Douglas Square Improvements, Railroad District and Trolley Transportation System.
 - a. Contractor shall report quarterly on the status of the project.
3. Contractor shall continue to manage and implement façade/streetscape improvement projects that may include providing support and assistance for the completion of the E. Romero Hose & Fire building renovation, the restoration of Lion Park, sidewalk beautification (planters, trash receptacles, benches, etc.), outdoor downtown business expansion, community garden, Railroad District gateway, LV brand wayfinding and LV brand pole banners.
 - a. Contractor shall report quarterly on the status of this project.
4. Contractor shall facilitate a student internship program, coordinating with local educational institutions to offer course credit to participating students. Contractor shall explore the idea of a Junior MainStreet facilitated by student interns. Contractor shall support the local higher educational institutions by promoting Las Vegas as a "college town."
 - a. Contractor shall report quarterly on the status of the project.
5. Contractor shall coordinate the watering and weeding of MainStreet Corridor landscaping projects, to include the newly planted trees, sidewalk planters and the Bridge Street Breezeway.
 - a. Contractor shall report quarterly on the status of the project.
6. Contractor shall work collaboratively with the City's Design Review Board and shall make recommendations on CH Overlay expansion within the MainStreet Corridor.

- a. Contractor shall report quarterly on the status of the project.
7. Contractor shall respond to funding opportunities that support the Contract Scope and shall support MainStreet Capital Outlay lobbying efforts.
 - a. Contractor shall report quarterly on the status of the project.

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work, as well as the goals of the City's Comprehensive Master Plan and Downtown Action Plan, through a collaborative effort between public and private sectors. 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 a status/activity report and invoices on a quarterly basis for review and approval by the Community Development Department with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work.

IV. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **nine thousand five hundred dollars (\$9,500) 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, 2016**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for \$9,500 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 and use of the Train Depot Conference Room (must be prearranged with Depot staff) will be provided as in-kind by the City totaling \$5,000 (\$416.66/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.

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.

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.

XIV. 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.

XVII. AMENDMENT

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

XVIII. 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.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

MainStreet de Las Vegas

DRAFT



City Attorney's Office

Date: 6/12/15

Department Submitting: Community Development

I am in receipt of the document for review submitted by: Lindsey Valdez

Document to be Reviewed: Mainstreet Contract

Urgency: High Priority Medium Priority Low Priority

Deadline: 6/12/15

Comments: Lindsey said Elmer wants this on this agenda - ready for Work Session on Tuesday, June 16, 2015.

Approved:

Dave Romero 6/12/15
Dave Romero, City Attorney

Disapproved:

Dave Romero, City Attorney