



CITY OF LAS VEGAS

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ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
June 24, 2015–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (May 13th Special, May 13th Work Session and May 20, 2015)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
 - Presentation of the Clara Barton Award to Ms. Connie Chavez by the American Red Cross.
 - Recognition of Megan Esquibel, Miss Las Vegas
- IX. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- X. **CITY MANAGER'S REPORT**
- XI. **OUT OF STATE TRAVEL**
 - Approval/Disapproval for Lindsey Valdez, Community Development Director and Ben Maynes, Building Inspector, to attend FEMA's

Emergency Management Institute E278 National Flood Insurance Program/Community Rating System course in Emmetsburg Maryland, August 30 thru September 4, 2015.

XII. PRESENTATIONS (Not to exceed 10 minutes per person)

- **Presentation of Certificate of Exceptional Service to Two (2) police personnel for taking the initiative on providing necessary resource to an infant child.**

XIII. FINANCE REPORT

XIV. CONSENT AGENDA

(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval 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. Approval 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. Approval 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. Approval 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. Approval 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.

6. 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.

7. Approval to submit the Justice Assistant Grant application to purchase equipment for the Las Vegas Police Department and San Miguel County Sheriff's Office.

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.

8. Approval for 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.

9. Approval for 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.

10. Approval to Publish 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.

XV. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a New Restaurant (Beer & Wine Only) for Charlie's Bakery & Café Inc. DBA Charlie's Bakery & Café located at 715 Douglas Avenue Las Vegas New Mexico 87701 Application #938562.

Casandra Fresquez, City Clerk An application for a New Restaurant (Beer & Wine Only) Liquor License was submitted by Charlie's Bakery & Café Inc. for 715 Douglas Avenue.

2. Approval/Disapproval of 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.

3. Approval/Disapproval to establish 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.

4. Approval/Disapproval to enter into agreement with MainStreet de Las Vegas New Mexico non-profit corporation, 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.

XVI. COUNCILORS' REPORTS

XVII. 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.**

XVIII. ADJOURN

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

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS SPECIAL COUNCIL MEETING HELD ON
WEDNESDAY MAY 13, 2015 AT 3:30 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

COUNCILORS: Joey Herrera
Vincent Howell
Tonita Gurule-Giroń – Absent
David L. Romero – Absent

ALSO PRESENT: Elmer J. Martinez – City Manager
Casandra Fresquez – City Clerk
Danelle Smith – Acting City Attorney
Juan Montano – Sergeant at Arms

CALL TO ORDER

Mayor Ortiz, Jr. called the meeting to order at 3:45 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to give thanks for all our blessings and for the opportunity to encourage each other to help the community. Mayor Ortiz, Jr. acknowledged the City of Las Vegas for working on many projects to help the community and added that the City's mission is to provide great customer service.

APPROVAL OF AGENDA

Councilor Howell made a motion to approve the agenda as is. Councilor Herrera seconded the motion.

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

Joey Herrera	Yes	Vincent Howell	Yes
David L. Romero	Absent	Tonita Gurule-Giroń	Absent

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

PUBLIC INPUT

None at this time.

BUSINESS ITEMS

1. Approval/Disapproval to award request for proposal (RFP) 2015-28, 2015/2016/2017 for Annual Audit Services and to enter into contract with Accounting Consulting Group.

Finance Director Ann Marie Gallegos advised that the City of Las Vegas requested audit proposals for the 2015, 2016 and 2017 Audits and is requesting review and final approval by Mayor and Council.

Councilor Howell asked if there was a difference between Moss Adams and the recommended accounting firm and asked if Moss Adams had submitted a proposal.

Finance Director Gallegos clarified that the reason for seeking a new proposal was because Moss Adams was only allowed to audit the City of Las Vegas for a total of six years and explained they did not submit a proposal.

Finance Director Gallegos advised that she felt comfortable with Accounting Consulting Group and expressed that their proposal was very well put together.

Finance Director Gallegos added that the Finance Department had previously worked with the firm and that the department was excited to work with them again.

Mayor Ortiz, Jr. advised that bringing change and different perspectives from another firm would be good for the City of Las Vegas and briefly spoke of the importance of audits and how they assist in addressing problems that need to be worked on.

Councilor Howell made a motion to approve to award request for proposal (RFP) 2015-28, 2015/2016/2017 for Annual Audit Services and to enter into contract with Accounting Consulting Group. Councilor Herrera seconded the motion.

Mayor Ortiz, Jr. stated that the conditions of the contract allow the City of Las Vegas to renew the contract yearly.

Finance Director Gallegos clarified that the contract is renewable annually for up to three years and that yearly renewal recommendations would be brought to Mayor and Council for approval or for any intended changes that would need to be made.

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

Joey Herrera	Yes	Vincent Howell	Yes
David L. Romero	Absent	Tonita Gurule-Giroń	Absent

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

Mayor Ortiz, Jr. stated for the record that he was in favor of the approval for proposal (RFP) 2015-28, 2015/2016/2017 for Annual Audit Services and to enter into contract with Accounting Consulting Group.

EXECUTIVE SESSION

City Manager Martinez advised that there was no need for Executive Session at the present time but that there was a possibility for Executive Session at the time of the Work Session.

Mayor Ortiz, Jr. took the opportunity to thank the public for attending the meeting and invited any public input from the community.

ADJOURN

Vincent Howell	Yes	Joey Herrera	Yes
Tonita Gurule-Giroń	Absent	David L. Romero	Absent

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION
HELD ON WEDNESDAY MAY 13, 2015 AT 4:00 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

COUNCILORS: Tonita Gurule-Giroń - Absent
Vince Howell
Joey Herrera
David L. Romero - Absent

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

APPROVAL OF AGENDA

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

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

Vince Howell	Yes	Joey Herrera	Yes
David L. Romero	Absent	Tonita Gurule-Giroń	Absent

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz Jr. spoke about the meetings he has been attending related to water issues with Senator Blane and various options for the Bradner Reservoir.

MAYOR'S RECOGNITION/PROCLAMATION

None at this time.

PUBLIC INPUT

Bob Wessely spoke to the governing body regarding water supply and the building of the dam. The river flow has been increasing enough to fill up the reservoir but in another three weeks the snow pack will be gone and the community will be utilizing the stored water. Mr. Wessely asked that the community take the proper steps to begin cutting back on water usage because it's unclear what the summer holds as far as rainfall.

CITY MANAGER'S INFORMATIONAL REPORT

City Manager Martinez advised he had a few items on his report and spoke briefly about the citywide cleanup that the Solid Waste Department had planned and advised Solid Waste Manager Matt Griego and Alvin Jiron would provide more details to the governing body.

Solid Waste Manager Griego advised City Manager Martinez had started the idea of a city wide clean up and have been very proactive in getting the information out to the community.

Recycling Coordinator Alvin Jiron advised the governing body the department had approached over 21 governmental and private agencies for support of the cleanup and to provide assistance. The Department of Transportation had already begun their efforts in the cleanup by painting crosswalks and cleaning up along the various highways in and out of Las Vegas. The community schools are helping by cleaning their school grounds in anticipation of upcoming graduations. Recycling Coordinator Jiron advised the cleanup will begin Friday by staff of the various agencies meeting at the Abe Montoya Recreation Center where area assignments will be made and Saturday the department is asking the community to join in the cleanup. The department has received a monetary donation from Mr. Melton of Southwest Capital Bank for any supplies the department needed for the cleanup. Several other agencies in town are participating by providing time or donations.

City Manager Martinez advised the Solid Waste Department has worked with Event Planner Annette Velarde for a tag line that ties into the City's brand.

Event Planner Velarde advised the tag line will be "Don't Trash your Trails".

Recycling Coordinator Jiron advised MainStreet is also planting flowers in the planters along the mainstreet corridor.

Discussion was made on improving the medians down Grand Avenue and the option of providing more trash receptacles in the parks to help with trash accumulation.

Recycling Coordinator Jiron has advised the department has designed door hangers informing members of the community as to what may be wrong with their trash; the department has been proactive in replacing trash can lids on commercial and residential trash containers.

Human Resource Manager Kugler gave the governing body a brief overview of the summer hires qualifications.

Councilor Howell placed a challenge to community business owners to hire at least twenty to thirty youth for jobs during the summer months.

Utilities Director Garcia gave a presentation to the governing body regarding water storage and supply while Bradner Reservoir is not in use. Conservation is still ongoing without having to impose restrictions and feels the community is doing their part to keep that possible. Utilities Director Garcia spoke about the availability of non potable water for customers to use for watering versus drinking water and the amount of snow pack that is still accumulated. Utilities Director Garcia discussed the amount of acre feet of water storage the City currently has.

Discussion took place regarding the possibilities of flooding and what precautions does the City have in place.

Water Systems Manager Cole advised the governing body that the department has been working on correcting the issues that have come up during its most recent dam safety inspection in order to bring Bradner Dam back online. The department is dealing with rodent control, clearing vegetation and erosion. Water Systems Manager Cole spoke briefly on the Peterson Dam.

Utilities Director advised the funding agency is willing to extend any deadlines for the City as they understand the protest that has been filed by the Storrie Lake Water Users Association.

PRESENTATIONS

Cindy Collins of Las Vegas MainStreet along with Charlie Deans, Program Associate with New Mexico MainStreet in Urban Design presented to the governing body how Tax Increment Financing Districts works for communities for revitalization.

Mr. Deans explained the redevelopment projects that were identified and how they help with revitalizing the area. Mr. Deans explained the handout that he provided and the focus on working with public/private entity partnerships due to the anti-donation clause. Mr. Deans further explained the Tax Increment Financing and how it worked.

BUDGET PRESENTATION/DISCUSSION

Finance Director Gallegos advised the City is proposing a flat budget as there does not appear to be an increase in revenues since April, and final cash balances will be provided in June to the governing body. Finance Director Gallegos advised that during a department head meeting, departments were advised to limit purchases to emergency only. Finance Director Gallegos advised at this time there are no changes in personnel other than the service increment pay increase as part of the personnel ordinance and contract negotiations. Negotiations are still ongoing and will provide the governing body with information when it is available. There will be a 3% increase in medical insurance for employees. Finance Director Gallegos advised there will be revenue increase to City utilities as per ordinance.

Finance Director Gallegos along with Department Directors gave a brief presentation on each of the department's budgets and gave explanations if there were increase requests made.

Questions were asked about the increase in the workers compensation in various departments and contractual services in some departments.

Questions were asked when discussing Public Works budget related to how the department was going to correct potholes and construction repair to various streets.

Mayor Ortiz Jr. asked before moving on to other departments would the governing body convene into Executive Session.

City Manager Martinez advised he would forego Executive Session.

City Clerk Fresquez advised that pizza had been provided if the governing body wished to take a break and eat.

The Governing body took a brief break.

The governing body came back from break and listened to budget presentations for the remaining departments.

Questions were asked about the partnership with NMHU for community members to utilize the pool.

Finance Director Gallegos and Utilities Director Garcia gave a brief presentation on the budgets for Waste Water, Gas, Solid Waste and Water departments.

Acting City Attorney Smith excused herself as she had a prior commitment.

Utilities Director Garcia gave a brief presentation on the budget for the Water Department and had Water Systems Manager Cole give a brief presentation on the projects he had planned for the upcoming fiscal year.

Questions were asked regarding the purchase of the low-boy trailer that had been approved several meetings prior.

Water Systems Manager Cole advised the City received the trailer; the department is currently waiting on the license plate and having it fitted for chains before being able to fully use the trailer.

Questions were asked if there was inter-department sharing of funds.

Utilities Director Garcia advised there is no inter-department sharing, equipment sometimes is used between departments but all spending is within its own department fund.

Housing Director Marrujo along with Finance Director Gallegos presented the Housing Department budget.

Questions were asked why there was an increase in the travel line item and the utilities line item.

City Clerk Fresquez asked Mayor Ortiz Jr. to allow members of the audience to speak regarding the budget.

No one offered any comments.

DISCUSSION ITEMS

1. Resolution #15-20 Budget Adjustment Resolution.

Finance Director Gallegos advised the City of Las Vegas there was a need for an increase in the drug eradication fund as well as a decrease in various line items.

The governing body agreed to place the item as a consent agenda item.

2. Resolution #15-21 in support of the transfer of the Las Vegas Arts & Culture district Designation from MainStreet de Las Vegas to the Las Vegas Arts Council.

Ms. Collins of MainStreet gave the governing body a brief overview of the Arts & Culture district designation.

The governing body agreed to place the item as a consent agenda item.

3. Grant application for Bullet Proof Vest Fund.

Police Chief Montano advised the application is for funds to purchase bullet proof vests for officer safety.

The governing body agreed to place the item as a consent agenda item.

4. Recommending approval for out of state travel for six officers to attend a High Risk Warrant course for narcotics related operations.

Police Chief Montano advised the original training that the department had request to attend was canceled. The department is now asking for permission to send the officers to a training in Norman, Oklahoma with funding provided through the 2014 Region IV Justice Assistance Grant.

The governing body agreed to place the item as a consent agenda item.

5. Recommendation to award East Water Line Loop Segment (A) Jack & Bore lot to the low bidder, Hays Plumbing & Heating.

Project Manager Gilvarry advised the governing body that the purpose of the water line project is to improve water connectivity throughout the City and to bring the east side of Las Vegas on to the City water system. This bid pertains to Segment (A) of the East Water Line Loop project which proposed to install a 12" PVC pipeline that requires installation of pipe along and beneath NM Highway 520 and the BSNA Railroad tracks utilizing horizontal boring technologies.

Funding sources were discussed and timeline for completion.

The governing body agreed to place the item as a consent agenda item.

6. Resolution No.15-19 Taylor Well Field Expansion Phase II Water Trust Funding.

Project Manager Gilvarry advised the governing body that the City received funding from the Water Trust Board for the Taylor Well Field Expansion Phase II. The project includes a new water storage tank at the Taylor Well No. 4 site, new booster pump station and yard piping at the Valencia and Camp Luna tank sites.

Questions were asked if the project was funded out of this current fiscal year or was it budgeted into the Fiscal Year 2016.

Project Manager Gilvarry advised it had been budgeted into the upcoming fiscal year.

The governing body agreed to place the item as a consent agenda item.

7. Tapping into the East Loop Water Line and provide a line extension to serve Zeamway and the Cunico line. Request will be for authorization to allow the Utilities Department to install a City Line Extension and taps to serve Zeamway, Cunico, Sangre de Cristo, and other existing customers, currently receiving city water. The proposed hook-ups would be done after review of each customer's circumstances. All cost associated with these improvements will be assessed to the individual customers based on a payment plan.

Utilities Director Garcia advised the Cunico and Geno Maes water taps have not been properly maintained causing an inability to provide basic water service to the residents in that area. City staff will evaluate each of the connections made to the private lines on a case by case basis to ensure that the customers are provided service off of the requested line extension through a method that is consistent with the City resolutions and ordinances. The line extension and taps will be funded solely by the property owners.

Questions were asked about the service that will be provided to the customers in that area and the cost of the connections.

The governing body agreed to place the item as a consent agenda item.

Councilor Howell asked if the City has ever considered making what he did as business owner, a dream budget, then calculate the revenues needed to make that budget happen.

Councilor Herrera made a motion to adjourn. Councilor Howell seconded the motion.

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

Vince Howell	Yes	Joey Herrera	Yes
David L. Romero	Absent	Tonita Gurule-Giroń	Absent

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

ADJOURN

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD
ON MAY 20, 2015 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

COUNCILORS: Vincent Howell
David L. Romero
Tonita Gurule-Giroń – Absent
Joey Herrera

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

CALL TO ORDER

Mayor Alfonso E. Ortiz, Jr. called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor Ortiz, Jr. stated for the record that the reason Councilor Gurule-Giroń was absent was due to an illness of a family member.

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to reflect on how precious life is and to take the opportunities we have to improve ourselves so that we can help better the lives of our families and those of the community as well.

APPROVAL OF AGENDA

Councilor Howell made a motion to approve the agenda as is. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Joey Herrera	Yes	Vincent Howell	Yes
David L. Romero	Yes	Tonita Gurule-Giroń	Absent

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

APPROVAL OF MINUTES

Councilor Howell made a motion to approve the minutes for April 15, 2015. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Vincent Howell	Yes
Joey Herrera	Yes	Tonita Gurule-Giroń	Absent

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

MAYOR’S APPOINTMENTS/REPORTS

Mayor Ortiz, Jr. reported that Mr. Gilbert Vallejos would no longer be holding the position of a member on the Finance Committee due to other commitments and read a letter of appreciation for his services from the City of Las Vegas Finance Committee.

Mayor Ortiz, Jr. recommended the appointment of Mr. Mike Melton from Southwest Capital Bank to the position of a member on the Las Vegas Finance Committee.

Councilor Howell made a motion to approve the appointment of Mike Melton as a member of the Las Vegas Finance Committee. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Joey Herrera	Yes
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Vincent Howell

Yes

Tonita Gurule-Giroń

Absent

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

Mayor Ortiz, Jr. took the opportunity to thank Martin Salazar and the Las Vegas Optic on a job well done on the Las Vegas Visitor's guide and he also thanked Mr. Salazar personally for his help in the city wide clean-up.

Mayor Ortiz, Jr. briefly spoke about the importance of the relationship between the City of Las Vegas and the media and also advised of the need to keep in touch with what is being published.

Mayor Ortiz, Jr. commended the City of Las Vegas employees who were involved in the city-wide clean up as well as the community for all their efforts in cleaning the city.

Mayor Ortiz, Jr. informed that Governor Martinez would be in the City of Las Vegas as part of the Memorial Day ceremonies to honor our soldiers at Veterans Park on Monday, May 25th from at 11:00 a.m. to 12:00 p.m. and at the Elks Lodge from 1:00 p.m. to about 3:00 p.m.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

City Clerk Fresquez read a proclamation proclaiming the month of May 2015 as "Building Safety Month" and encouraged our citizens to join in participation in Building Safety Month.

City of Las Vegas Building Inspector thanked all the City of Las Vegas contractors for their hard work and for their participation in the building code programs.

Water Conservation Specialist Vanessa Marquez and Media Arts Intern Ariana Andrietta gave a brief video presentation regarding the Utilities Water Enhancement Program "Our Future is clear".

Mayor Ortiz, Jr. commended Ms. Marquez and Ms. Andrietta for their hard work and efforts in the Water Enhancement Program and expressed what great assets they were to the City of Las Vegas.

Councilor Herrera expressed his thoughts on the wonderful job Ms. Marquez and Ms. Andrietta are doing regarding public awareness on the water situation.

Councilor Howell asked Ms. Marquez if the program was being offered to the schools and suggested that a water solution project could be proposed to the schools.

Water Conservation Specialist Marquez informed that she would be utilizing these programs for presentations at the schools and they would also be available to the community as well. Ms. Marquez agreed with Councilor Howell on using the program as a tool to teachers for lesson plans and the importance of bringing more awareness about water to the students.

Mayor Ortiz, Jr. advised of the delays holding the City of Las Vegas back on the Bradner Dam project but spoke of some of the improvements on wells, automated meters and the use of effluent water and thanked Utilities Director Garcia and his staff regarding water issues.

City Clerk Fresquez read a proclamation proclaiming May 24th through May 30th, 2015 as "Drinking Water Week".

Mayor Ortiz, Jr. took the opportunity to welcome former Las Vegas Police Chief Gold who is now San Miguel County Sheriff and former Officer Madrid who is now a San Miguel Officer.

Mayor Ortiz, Jr. reminded everyone that his term would soon be over and reminded Council of several upcoming meetings and advised that he would not be able to attend but encouraged one or two individuals from the Governing Body to attend. Mayor Ortiz, Jr. added how important it was for elected officials to be present as it would show their concern for the City of Las Vegas.

PUBLIC INPUT

There was no one signed up for public input.

CITY MANAGER'S REPORT

City Manager Martinez advised that Solid Waste Manager Matt Griego would speak about the city wide clean-up.

Solid Waste Manager Griego reported that there was a great turnout of 98 volunteers and that 74 of them were city employees, involving virtually every department. Solid Waste Manager Griego added that the total of trash collected in 2 days was 41,120 lbs.

City Manager Martinez informed that a few organizations weren't able to participate on Friday and Saturday but informed that they did help out during the week.

Solid Waste Manager Griego advised that New Mexico Department of Transportation, New Mexico Behavioral Health, West Las Vegas Schools and Las Vegas City Schools were among those that put in efforts in the clean-up during the week in different locations throughout the city. Solid Waste Manager Griego added that it was an interactive and successful event and commended his staff for all their hard work.

City Manager Martinez stated that the tag-line for the clean-up was "Don't trash your trail" and informed that another event would take place in June to pick-up in some of the areas not addressed due to the bad weather not allowing that to happen.

City Manager Martinez added that another project that Community Development Department and Solid Waste Department were initiating for the community was "Don't tag your trails" campaign, regarding the use of a smart phone to take and send photos of graffiti in town, also sending the address directly to the Solid Waste Department so that it can be addressed.

Councilor Howell commended Solid Waste Manager Griego and his team on the program and how it helped to engage the community to do their part and appreciated their efforts of the success of the program.

Councilor Howell had a concern regarding the adoption of the median from Pino's Gas Station to Better Stop.

Discussion took place regarding the adoption program of medians and also about who was responsible for the maintenance of the medians.

City Manager Martinez advised that Police Chief Juan Montano would be making a presentation concerning the issue of smoking on city property.

Police Chief Montano advised that there had been an incident a few days earlier with a city employee utilizing an e-cigarette within city property and the e-cigarette ended up combusting, causing it to activate the fire alarm, with the local fire department responding to the call at 4:00 a.m. Police Chief Montano stated for that reason he researched the City Ordinance on smoking and gave a brief overview of the many risks of smoking and also the use of e-cigarettes.

City Manager Martinez reported that City Manager's Office along with City Clerk's Office had sent out a memorandum to all City employees that same day regarding the smoking ordinance.

Councilor Howell asked if it would be possible to amend the ordinance to include the word "e-cigarettes".

City Attorney Dave Romero explained that under the current language of the ordinance, he came to the conclusion that it did cover e-cigarette and added that also discussed was amending the ordinance to be clearer and to add the word "e-cigarettes".

Discussion took place regarding several issues brought on by the use of e-cigarettes.

City Manager Martinez clarified that the ordinance applied to only city properties and that it was not a city wide ordinance.

PRESENTATIONS

City Manager Martinez advised that Police Chief Juan Montano would make a presentation regarding five Las Vegas Police Department employees.

Police Chief Montano presented Certificates of Exceptional Service to five Las Vegas Police Department Staff for the committed service they offered to a Las Vegas citizen in dire need of assistance after attempting suicide back in January of 2014.

Police Chief Montano commended the following employees for their attentiveness on the issue:

Anthony Madrid - Under Sheriff (previous Police Officer)
Stephanie Romero – Communications Manager
Charlotte Sanchez – Dispatcher
Mike Lopez – Lieutenant
Dennis Lujan – Communications Specialist

Mayor Ortiz, Jr. expressed his gratitude for the hard work of the Las Vegas Police Department Officers and thanked them for doing what they do to keep the community safe.

Councilor Howell thanked the officers for their dedication in helping the community and recommended that Las Vegas Police Chief Montano could possibly approach restaurateurs about establishing a tray liner in restaurants to give information on suicide prevention and to collaborate with Alta Vista Hospital in this endeavor to help inform the community of the help available regarding suicide prevention.

FINANCE DEPARTMENT

Finance Director Ann Marie Gallegos presented the finance report ending April 30, 2015. Finance Director Gallegos advised the General Fund collected seventy eight percent in revenue and expenditures were at seventy percent.

Mayor Ortiz, Jr. asked a question pertaining to revenue and expenditure amounts on the Preliminary Budget for Fiscal Year 2016.

Finance Director Gallegos addressed the questions regarding revenue and expenditures on the 2016 Budget.

Mayor Ortiz, Jr. made a recommendation to possibly prepare a more specified method regarding revenue and expenditure figures on the Budget in order for a more complete description.

Finance Director Gallegos advised that the recommendation would be addressed.

Councilor Howell expressed the importance of the maintenance up-keep on equipment in order to avoid tremendous costs to replace equipment.

City Manager Martinez advised that the focus of maintenance and housekeeping is being practiced by all departments and that a monthly submittal inspection report is required to report all equipment deficiencies. City Manager Martinez added that the deficiencies are red tagged and are addressed.

Mayor Ortiz, Jr. commended City Manager Martinez for all his work and dedication regarding the maintaining of funds at the Senior Citizen Center.

CONSENT AGENDA

City Clerk Fresquez read the consent agenda Business Items into the record to include Business Items 1 through 7.

1. Approval of Resolution #15-20 Budget Adjustment Resolution.

Resolution 15-20 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 15-20

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2015; and

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funding for purposes as identified, and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2015 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustments meet the requirements as currently determined for fiscal year 2015;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, **PASSED, APPROVED AND ADOPTED THIS** ___ DAY OF MAY, 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

2. Approval of Resolution #15-21 in support of the transfer of the Las Vegas Arts & Culture district Designation from MainStreet de Las Vegas to the Las Vegas Arts Council.

Resolution 15-21 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO: 15-21**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, IN SUPPORT OF
THE TRANSFER OF THE LAS VEGAS ARTS & CULTURE DISTRICT
DESIGNATION FROM MAINSTREET DE LAS VEGAS TO THE LAS VEGAS ARTS
COUNCIL**

WHEREAS, the State of New Mexico believes that communities can improve their economy through their creative and cultural efforts, and

WHEREAS, The State of New Mexico selected specific communities to be Arts & Culture Districts in order to implement this belief, and

WHEREAS, Las Vegas was selected by, and has contracted with, the State of New Mexico to be one of its Arts & Culture Districts, and

WHEREAS, The City of Las Vegas and Arts & Culture organizations want to be cooperative partners with the State of New Mexico in the ACD initiative, and

WHEREAS, Las Vegas must meet certain requirements to remain a designated ACD, to include updating a Cultural Plan every five years, producing an annual signature ACD event, implementing a part-time paid ACD Coordinator, and marketing the Arts & Culture aspects of New Mexico, and

WHEREAS, MainStreet de Las Vegas currently maintains the Las Vegas Arts & Culture District Designation, and

WHEREAS, the Board of Directors of MainStreet de Las Vegas met on February 8, 2015, and unanimously voted to pursue the transfer of the Arts & Culture Designation to the Las Vegas Arts Council, and

WHEREAS, the Board of Directors of MainStreet de Las Vegas unanimously agreed that the mission of the Las Vegas Arts & Culture District complements the mission of the Las Vegas Arts Council, and

WHEREAS, on March 13, 2015, the Las Vegas Arts Council voted unanimously to accept the transfer of the Arts & Culture District Designation.

NOW THEREFORE be it resolved that the City of Las Vegas does hereby support the transfer of the Las Vegas Arts & Culture District Designation from MainStreet de Las Vegas to the Las Vegas Arts Council and authorizes the City Manager and staff to implement MOUs and activities as needed.

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

3. Approval to submit Bullet Proof Vest Fund application to purchase bullet proof vests for officer safety.
4. Approval for out of state travel for six (6) officers to attend a High Risk Warrant training in Norman, OK, August 22-24, 2015.
5. Approval to award bid for East Water Line Loop Segment (A) Jack & Bore lot to the low bidder, Hays Plumbing & Heating.
6. Approval of Resolution #15-19 Taylor Well Field Expansion Phase II Water Trust Board Funding.

Resolution 15-19 was presented as follows:

Due to length of document, a complete copy may be obtained at the City of Las Vegas City Clerk's Office.

7. Approval to tap into the East Loop Water Line and provide a line extension to serve Zeamway and the Cunico line.

Councilor Herrera made a motion to approve consent agenda as read into the record. Councilor Romero seconded the motion.

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

Vincent Howell	Yes	Joey Herrera	Yes
David L. Romero	Yes	Tonita Gurule-Giroń	Absent

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

BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance 15-05 amending Chapter 48 Labor Management Relations, § 48-14 Scope of Bargaining.

Councilor Herrera made a motion to conduct a Public Hearing. Councilor Howell seconded the motion.

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

David L. Romero	Yes	Joey Herrera	Yes
Vincent Howell	Yes	Tonita Gurule-Giroń	Absent

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

City Attorney Dave Romero asked all who wished to speak on the issue to stand and be sworn in. Victoria Lovato was sworn in.

Personnel/Risk Management Coordinator Victoria Lovato advised that pursuant to the State Labor Board’s review of Chapter 48, it is their recommendation to amend Chapter 48, Labor Management Relations to allow the following language to be added to §48-14, Scope of Bargaining; **G. Fair Share is a permissive subject of bargaining.**

Councilor Howell asked for the reason was regarding the amendment to Ordinance 15-05.

Personnel/Risk Management Coordinator Lovato explained that a local labor union had presented an issue pertaining to the language on Ordinance 15-05 to the State Labor Board and after reviewing the Labor Management Ordinance the State Labor Board required that the specified language was required in order to be in compliance with the State Labor Board.

Councilor Herrera stated that this item had been discussed last month and asked if any other changes had been made regarding the ordinance.

Personnel/Risk Management Lovato indicated that it had been discussed last month and that there had been no changes made to the ordinance.

Councilor Herrera made a motion to close Public Hearing and to accept record proper. Councilor Howell seconded the motion.

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

David L. Romero	Yes	Vincent Howell	Yes
Joey Herrera	Yes	Tonita Gurule-Giroń	Absent

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

Councilor Herrera made a motion to approve to adopt Ordinance 15-05 amending Chapter 48 Labor Management Relations, §48-14 Scope of Bargaining. Councilor Howell and Councilor Romero seconded the motion.

Ordinance 15-05 was presented as follows:

CITY OF LAS VEGAS

ORDINANCE NO. 15-05 AMENDING

CHAPTER 48. LABOR MANAGEMENT RELATIONS

AN ORDINANCE AMENDING § 48-14. SCOPE OF BARGAINING.

BE IT ORDERED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS, THAT §48-14. SCOPE OF BARGAINING WILL BE AS FOLLOWS:

§48-14. Scope of Bargaining

G. Fair share is a permissive subject of bargaining.

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

CITY OF LAS VEGAS:

Alfonso E. Ortiz Jr., Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO FORM:

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

Vincent Howell	Yes	Joey Herrera	Yes
David L. Romero	Yes	Tonita Gurule-Giroń	Absent

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

2. Approval/Disapproval of Resolution #15-22 to adopt the Preliminary FY 2015-2016 Budget for submission to DFA Local Government Division.

Finance Director Ann Marie Gallegos advised that the City of Las Vegas is required to develop, approve and adopt a 2015 -2016 Preliminary Budget for submission to DFA Local Government by June 1, 2015.

Finance Director Gallegos reminded Council that the preliminary budget had been previously reviewed at the last meeting and gave a brief overview of the budget and added that several obligations had been met by the departments. Finance Director Gallegos advised that after June 30th the Finance Department would be reviewing cash balances with Department Directors and see how they would appropriately budget for those cash balances.

City Manager Martinez advised that negotiations with the union were in the process and expected to be completed by June and hoped to include those processes in the budget. City Manager Martinez added that prioritizing was being practiced by the departments in identifying equipment, processes or projects that need to get done and stated that Department Directors are being very responsive to the process of working with the budget.

Councilor Herrera asked if there were any anticipated changes to the budget before the June 1st deadline.

Finance Director Gallegos advised that any anticipated changes or updates made would be for upcoming projects at the Recreation Center.

City Manager Martinez advised that a proposal from the architectural engineer would be brought to Council next month to negotiate with the firm.

Finance Director Gallegos advised that another possible change on the budget would be to use funds from the Capital Improvement Fund and also from the Phase II Recreation Fund in order to move forward with the priority project.

Councilor Howell asked what the reason would be that DFA would not approve the budget.

Finance Director Gallegos advised that the DFA would review cash balances for any unrealistic reports and if there was something out of the ordinary DFA would supply guidelines to include in the final budget.

Councilor Herrera made a motion to approve Resolution 15-22 to adopt the Preliminary FY 2015-2016 Budget for submission to DFA Local Government Division. Councilor Howell seconded the motion.

Resolution 15-22 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. #15-22
2015-2016 PRELIMINARY BUDGET ADOPTION

WHEREAS, the Governing Body in and for the Municipality of the City of Las Vegas, State of New Mexico has developed a preliminary budget for fiscal year 2015-2016, and

WHEREAS, said bud get was developed on the basis of need and thr ough cooperation with all department users, department supervisors, City Administration and elected officials, and

WHEREAS, the official meeting for the review of said documents was duly advertised on May, 20 15 in compliance with the State Open Meetings Act, and

WHEREAS, it is the majority opinion of this governing body that the preliminary budget meets the requirements as currently determined for fiscal year 2015-2016.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED: In Session this 20th day of May, 2015.

Municipal Governing Body
Las Vegas, New Mexico

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

(SEAL)

Approved for Legal Sufficiency

Dave Romero, City Attorney

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

David L. Romero	Yes	Vincent Howell	Yes
Joey Herrera	Yes	Tonita Gurule-Giroń	Absent

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

City Manager Martinez thanked Finance Director Gallegos for putting in extra time to work on the budget and thanked the Finance Staff for their hard work as well.

COUNCILOR’S REPORTS

Councilor Howell asked a question regarding the status of the Recreation Center swimming pool.

City Manager Martinez advised that engineers are being involved to help with developing a scope of work that is within the city’s budget and to seek some Legislative funding in January to help with Phase I of the project.

Councilor Howell asked for everyone to keep Councilor Gurule-Giroń’s son in mind, due to the fact that he is in the hospital dealing with medical issues.

Councilor Romero asked a question regarding the 7th Street and Baca drainage.

City Manager Martinez advised that there is a collapsed drainage line that needs repair at that location and explained that the Public Works Department along with the Utilities Department is working on the repair.

Councilor Herrera thanked the City and city staff for allowing him to be a part of the approval of a fourth preliminary budget and thanked the governing body for the progress it has made in moving the City forward with ongoing projects so that it may prosper like it once did.

Mayor Ortiz, Jr. advised that the drainage issue on 7th Street and Baca has been an ongoing concern for several months but stated that Public Works Director Martin Gonzales informed him that it would be addressed. Mayor Ortiz, Jr. advised that the delay was due to other projects being priority.

Mayor Ortiz, Jr. informed that he was still working with General Services regarding acquiring the old State Police Building on Mills Avenue and he expressed that he was pleased with the cooperation of the Governing Body. Mayor Ortiz, Jr. stated that the last year has been very positive and that the interest of the Governing Body is to promote what is best for the community.

Councilor Howell asked for an update on Hanna Park regarding effluent water.

Utilities Director Garcia advised that they have completed the booster station tank and that the closing on the rental with Floyd's Rental would take place on the 28th and it would finish off with running a section of pipe from the tank to the golf course, allowing it to go to Hanna Park. Utilities Director Garcia advised that it was included as a project in the upcoming budget.

Councilor Howell addressed a question pertaining to drainage improvement at Pancho Park.

City Manager Martinez advised that Pancho Park is used as a drainage detention pond and added that its purpose is to capture and retain drainage and release it slowly.

Mayor Ortiz, Jr. stated that the project on the effluent line being added at Moreno Street to South Pacific Street seemed to moving at a slow pace.

City Manager Martinez informed that the Municipal Arterial Project on Moreno Street is in progress and that Public Works Department and Utilities Department are working on the effluent water and have identified another route expediting the South Pacific Street project as not to create some challenges because of environmental or historic preservation reuse. City Manager Martinez added that they had identified a route being South Gonzales Street instead of South Pacific Street.

EXECUTIVE SESSION

Councilor Herrera made a motion to move to Executive Session to discuss litigation related to the remand, litigation regarding Bradner Dam and discussion on a personnel matter. Councilor Howell seconded the motion.

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

Vincent Howell	Yes	David L. Romero	Yes
Joey Herrera	Yes	Tonita Gurule-Giroń	Absent

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

RECONVENE INTO REGULAR SESSION

Councilor Herrera made a motion to reconvene into regular session and advised that the items discussed in executive session were concerning water and notes were taken on personnel issues discussed with no action taken. Councilor Romero and Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Joey Herrera	Yes
Vincent Howell	Yes	Tonita Gurule-Giroń	Absent

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

ADJOURN

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

Joey Herrera	Yes	David L. Romero	Yes
Vincent Howell	Yes	Tonita Gurule-Giroń	Absent

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/15/15

DEPT: Community Development

MEETING DATE: 6/24/15

ITEM/TOPIC:

Requesting approval for out of state travel for Lindsey Valdez, Community Development Director, and Ben Maynes, Building Inspector, to attend FEMA's Emergency Management Institute E278 National Flood Insurance Program/Community Rating System course in Emmitsburg, Maryland, August 30 thru September 4, 2015. Travel and training expenses are reimbursable by the program with the exception of the five-day meal plan.

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of request for approval for out of state travel for Lindsey Valdez, Community Development Director, and Ben Maynes, Building Inspector, to attend FEMA's Emergency Management Institute E278 National Flood Insurance Program/Community Rating System course in Emmitsburg, Maryland, August 30 thru September 4, 2015

BACKGROUND/RATIONALE:

The City of Las Vegas has been recommended to participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS. The E278 course is a training for the implementation of the CRS program. All travel and training expenses are reimbursable.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


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

Lindsey Valdez

From: netc-admissnotifications [netc-admissnotifications@fema.dhs.gov]
Sent: Friday, June 12, 2015 5:41 AM
To: lvaldez@ci.las-vegas.nm.us
Subject: EMI Course Acceptance: E0278

Follow Up Flag: Follow up
Flag Status: Flagged

Lindsey K Valdez

Dear Ms. Valdez:

Congratulations, you have been accepted for the Emergency Management Institute course listed below:

- E0278: National Flood Insurance Program/ Community Rating System
- 8/31/2015 To 9/3/2015

You should refer to the NETC Welcome Package at <http://training.fema.gov/studentsandinstructors.aspx>. This package contains pertinent information about making your travel arrangements, transportation, lodging, reimbursement, food service, and on campus services.

Your travel dates for this course are: August 30, 2015 and September 4, 2015. If you are a FEMA employee, please refer to the NETC Welcome Package for specific information about your travel and travel authorization preparation.

You must contact the NETC Transportation Office at (301) 447-1113 at least 2 weeks prior to your course start date if you plan to use the shuttle to NETC. Failure to reserve a seat on the shuttle may result in your having to provide your own transportation to NETC which will be at your own expense.

Airport pickup times for this course are as follows:

- Baltimore/Washington International (BWI) pickup times: 03:00 PM and 07:00 PM (EST)
- Ronald Reagan National Airport (DCA) pickup times: 06:00 PM (EST)
- Dulles International Airport (IAD) pickup times: 05:00 PM (EST)

Please plan to arrive at least 1 hour before the shuttle pickup time stated above.

Campus departure times for this course are as follows:

- Departing for Baltimore/Washington International (BWI): 09:30 AM (EST)
- Departing for Ronald Reagan National Airport (DCA): 09:30 AM (EST)
- Departing for Dulles International Airport (IAD): 09:30 AM (EST)

On the return, you should make your flight 4 hours from the NETC departure time. This will allow 2 hours for transportation to the airport and another 2 hours for airport security.

Since you have been accepted into a course at NETC, lodging has been reserved for you for 8/30/2015 to 9/4/2015. Check-in time is any time after 2:00 p.m. on your travel day. If you do not need lodging on the

NETC campus, please notify the NETC Housing Office at FEMA-NETC-Housing@fema.dhs.gov upon receipt of this email. For further information regarding lodging, please refer to the NETC Welcome Package.

If you are unable to attend this course, please notify the NETC Admissions Office (in writing) prior to the course start date. If you have questions or need further information after reviewing the NETC Welcome Package, please contact the Admissions Office at 301-447-1035 or at NETCAdmissions@fema.dhs.gov.

Jo Ann Boyd
Admissions Specialist
NETC Management Operations and Support Services

Ben Maynes

From: netc-admissnotifications [netc-admissnotifications@fema.dhs.gov]
Sent: Wednesday, May 13, 2015 5:46 AM
To: bmaynes@ci.las-vegas.nm.us
Subject: EMI Course Acceptance: E0278

Benjamin R Maynes

Dear Mr. Maynes:

Congratulations, you have been accepted for the Emergency Management Institute course listed below:

- E0278: National Flood Insurance Program/ Community Rating System
- 8/31/2015 To 9/3/2015

You should refer to the NETC Welcome Package at <http://training.fema.gov/studentsandinstructors.aspx>. This package contains pertinent information about making your travel arrangements, transportation, lodging, reimbursement, food service, and on campus services.

Your travel dates for this course are: August 30, 2015 and September 4, 2015. If you are a FEMA employee, please refer to the NETC Welcome Package for specific information about your travel and travel authorization preparation.

You must contact the NETC Transportation Office at (301) 447-1113 at least 2 weeks prior to your course start date if you plan to use the shuttle to NETC. Failure to reserve a seat on the shuttle may result in your having to provide your own transportation to NETC which will be at your own expense.

Airport pickup times for this course are as follows:

- Baltimore/Washington International (BWI) pickup times: 03:00 PM and 07:00 PM (EST)
- Ronald Reagan National Airport (DCA) pickup times: 06:00 PM (EST)
- Dulles International Airport (IAD) pickup times: 05:00 PM (EST)

Please plan to arrive at least 1 hour before the shuttle pickup time stated above.

Campus departure times for this course are as follows:

- Departing for Baltimore/Washington International (BWI): 09:30 AM (EST)
- Departing for Ronald Reagan National Airport (DCA): 09:30 AM (EST)
- Departing for Dulles International Airport (IAD): 09:30 AM (EST)

On the return, you should make your flight 4 hours from the NETC departure time. This will allow 2 hours for transportation to the airport and another 2 hours for airport security.

Since you have been accepted into a course at NETC, lodging has been reserved for you for 8/30/2015 to 9/4/2015. Check-in time is any time after 2:00 p.m. on your travel day. If you do not need lodging on the NETC campus, please notify the NETC Housing Office at FEMA-NETC-Housing@fema.dhs.gov upon receipt of this email. For further information regarding lodging, please refer to the NETC Welcome Package.

If you are unable to attend this course, please notify the NETC Admissions Office (in writing) prior to the course start date. If you have questions or need further information after reviewing the NETC Welcome Package, please contact the Admissions Office at 301-447-1035 or at NETCAdmissions@fema.dhs.gov.

Jo Ann Boyd
Admissions Specialist
NETC Management Operations and Support Services



EMI Courses & Schedule	EMI Students & Instructors	Apply	Programs & Activities	Independent Study	Contact Us
Take a Course On Campus	Information for Students and Instructors	Learn how to apply to our programs	Resident, Master Trainer Program, IEMC, DFTO, etc.	Online courses available free of charge	Contact IS, NIMS, Admissions

[EMI Courses & Schedules](#)

[EMI Courses & Schedules | On-Campus Courses | E278:...](#)

Follow FEMA:

E278: National Flood Insurance Plan/Community Rating System

Course Description:

This course covers the CRS, a nationwide initiative of FEMA's National Flood Insurance Program. It describes activities eligible for credit under CRS, how a community applies, and how a community modifies an application to improve its classification.

[Schedules](#)

[Download Course Catalog](#)

[Enrollment Period](#)

[Application Timeline](#)

[Application Procedures and Forms](#)

[EMI Course Codes](#)

[EMI Courses](#)

[EMI Independent Study Program Referenced in Emergency Management Magazine Article](#)

[Featured Programs](#)

Selection Criteria:

FEMA regional office staff, NFIP state coordinators, regional planning officials, local and tribal government officials, those performing floodplain management services for local governments, and others interested in learning about the CRS in order to provide technical assistance to communities seeking to apply for CRS credit. Attendance will be limited to two participants from any one community per fiscal year.

The CRS program has undergone Significant changes, the updated CRS Manual is now being taught in the E278 CRS courses. Previous attendees may want to repeat this course.

Prerequisites:

Required:

Must be a Certified Floodplain Manager (CFM), or have completed the E273, *Managing Floodplain Development Through the National Flood Insurance Program (NFIP)*, course or be a full-time Floodplain Manager with more than 2 years of full-time floodplain management experience, as demonstrated through work in a floodplain management, codes enforcement, or building code field and through work specifically related to floodplain management. Participants must have an understanding of the National Flood Insurance Program (NFIP) and floodplain management principles. The course material will be difficult to follow without a participant being well-versed in basic concepts of floodplain management.

ACE Recommendation:

Credit Hours:

2 Semester Hours

Level: LD or UD

Curricula: Public Administration or Emergency Management

Course Length: 4 days

CEUs: 2.9

CECs: 12 (core)



National Flood Insurance Program Community Rating System

The National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.

As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS:

1. Reduce flood damage to insurable property;
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management.

CRS Brochure

This brochure, [*NFIP CRS: The Local Official's Guide to Saving Lives, Preventing Property Damage and Reducing the Cost of Flood Insurance*](#) introduces the National Flood Insurance Program (NFIP) Community Rating System (CRS) as a way of promoting the awareness of flood insurance.

CRS Fact Sheets

[Community Rating System Fact Sheet](#)

[Changes to the Community Rating System in 2013](#)

[CRS Credit for High Water Mark Initiative](#)

CRS Award for Excellence

The CRS Award for Excellence recognizes an individual who has provided leadership in the area of alerting residents to the dangers of flooding and promoting the purchase of flood insurance through the NFIP. [Click here to learn about the CRS Award for Excellence.](#)

How are Flood Insurance Premium Discounts Calculated?

For CRS participating communities, flood insurance premium rates are discounted in increments of 5% (i.e., a Class 1 community would receive a 45% premium discount, while a Class 9 community would

receive a 5% discount (a Class 10 is not participating in the CRS and receives no discount)). The CRS classes for local communities are based on 18 creditable activities, organized under four categories:

1. Public Information,
2. Mapping and Regulations,
3. Flood Damage Reduction, and
4. Flood Preparedness.

The table below shows the credit points earned, classification awarded and premium reductions given for communities in the NFIP CRS.

CREDIT POINTS	CLASS	PREMIUM REDUCTION SFHA*	PREMIUM REDUCTION NON-SFHA**
4,500+	1	45%	10%
4,000 – 4,499	2	40%	10%
3,500 – 3,999	3	35%	10%
3,000 – 3,499	4	30%	10%
2,500 – 2,999	5	25%	10%
2,000 – 2,499	6	20%	10%
1,500 – 1,999	7	15%	5%
1,000 – 1,499	8	10%	5%
500 – 999	9	5%	5%
0 – 499	10	0	0

*Special Flood Hazard Area

**Preferred Risk Policies are available only in B, C and X Zones for properties that are shown to have a minimal risk of flood damage. The Preferred Risk Policy does not receive premium rate credits under the CRS because it already has a lower premium than other policies. The CRS credit for AR and A99 Zones are based on non-Special Flood Hazard Areas (non-SFHAs) (B, C and X Zones). Credits are: classes 1-6, 10% and classes 7-9, 5%. Premium reductions are subject to change.

Additional Resources

[CRS Coordinator's Manual](#)

The Coordinator's Manual for the CRS includes the CRS Schedule, which sets the criteria for CRS classification and CRS Commentary on the schedule. Section 100 gives general background information on the CRS. Section 200 explains the application and verification procedures. Sections 300 through 700 explain the credit points and calculations that will be used to verify CRS credit. The procedures in these sections are used by a community to submit a modification for a better CRS classification.

[CRS Communities and Their Classes](#)

These pages are from the most recent Flood Insurance Agent's Manual containing current and historical listings of all CRS communities, their class and insurance discount.

[Numbers of CRS Communities by State](#)

This link shows how many communities participate in the CRS in each state and the distribution of communities by CRS Class in each CRS Class.

[Community Rating System Participation National Map](#)

The CRS Participation map of the nation shows the wide range of communities that participate in CRS. CRS participation attracts all kinds of communities including small, large, inland, coastal, arid, etc. The map also includes the approximate territories served by the ISO Field Specialists who work with individual communities.

[Community Rating System Participation by FEMA Region Maps](#)

The CRS FEMA Regional map indicates communities that participate in CRS and from which states.

[Community Rating System Participation State Maps](#)

The CRS State maps depict communities that participate in the CRS and communities with the greatest risk to flooding, as measured by the number of flood insurance policies in effect.

[Community Rating System Series and Activity Posters](#)

These posters provide simplified descriptions of the CRS. 2013 CRS Coordinator's Manual changes are highlighted. The posters could be useful to explain and promote the CRS. The files are formatted to print large posters suitable for wall display.

[Community Rating System \(CRS\) Overview, Prerecorded Presentation](#)

This nine minute narrated Power Point presentation is about the CRS. It is an introduction to the Community Rating System suitable for viewers with little or no familiarity with the CRS.

Webinars on the Community Rating System

FEMA presented the CRS Webinar Series to new communities that were not yet participating in the Community Rating System of the National Flood Insurance Program as well as to local government staff with some experience in the CRS. The series included basic introductory sessions and more advanced topics, most averaging about an hour in length. The schedule for the series was:

- Introduction to the Community Rating System

- February 18, 2014 - 1:00 pm Eastern/10:00 am Pacific
 - March 18, 2014 - 1:00 pm Eastern/10:00 am Pacific
 - May 20, 2014 - 1:00 pm Eastern/10:00 am Pacific
 - July 15, 2014 - 1:00 pm Eastern/10:00 am Pacific
-
- Developing Outreach Projects (Activity 330)
 - February 19, 2014 - 1:00 pm Eastern/10:00 am Pacific
 - April 16, 2014 - 1:00 pm Eastern/10:00 am Pacific
 - Higher Regulatory Standards (Activity 430)
 - March 19, 2014 - 1:00 pm Eastern/10:00 am Pacific

Coming soon:

- Preparing for the CRS Verification Visit
- Drainage System Maintenance (Activity 540)
- Natural Floodplain Functions

Registration

Go to <http://atkinsglobalna.webex.com/tc> and type "CRS" in the search field to view webinars that are now open for registration.

If you have questions about the CRS Webinar Series, please contact Becca.Croft@atkinsglobal.com.

NFIP/CRS Update Newsletter

The CRS Update Newsletter is a publication to provide local officials and others interested in the Community Rating System with news they can use. To sign up for CRS e-mail updates click on the link below,

- [April 2015 Newsletter](#)
- [February 2015 Newsletter](#)
- [November 2014 Newsletter](#)
- [September 2014 Newsletter](#)
- [July 2014 Newsletter](#)
- [February 2014 Newsletter](#)
- [December 2013 Newsletter](#)
- [October 2013 Newsletter](#)

TRAVEL COSTS

City Employees/Ben Maynes and Lindsey Valdez

Emmitsburg (Baltimore, MD)

Travel Date Aug 30, 2015-Sept 4, 2015

Travel costs to Albuquerque Airport/City Vehicle no per diem earned

Estimated Parking City Vehicle at airport \$50.00

Estimated air travel costs Southwest Airlines \$911.98 for two employees

Lodging will be provided free of cost

Meals /meal tickets \$125.00 each employee for 5 days

Shuttles to/from training will be provided free of cost

Approximate total costs \$1,211.98



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®



Albuquerque, NM to Baltimore/Washington, MD

Air

Total Price: **\$911.98**

ITINERARY

DEPART AUG 30 SUN	07:25 AM	Depart Albuquerque, NM (ABQ) on Southwest Airlines	Flight #2060 Southwest	Sunday, August 30, 2015	
	01:10 PM	Arrive In Baltimore/Washington, MD (BWI)	WiFi available		Travel Time 3 h 45 m (Nonstop) Wanna Get Away
RETURN SEP 4 FRI	01:40 PM	Depart Baltimore/Washington, MD (BWI) on Southwest Airlines	Flight #120 Southwest	Friday, September 4, 2015	
	03:25 PM	Arrive In Kansas City, MO (MCI)			Travel Time 5 h 30 m (1 stop, includes 1 plane change) Wanna Get Away
	04:05 PM	Change ✈️ to Southwest Airlines In Kansas City, MO (MCI)	Flight #1346 Southwest		
	05:10 PM	Arrive In Albuquerque, NM (ABQ)			

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-BWI	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 	2	\$437.98
Return	BWI-MCI-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 	2	\$474.00
<p>Enroll in Rapid Rewards and earn at least 2341 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	\$911.98 Fare Breakdown
<p>1st and 2nd Checked Bags Fly Free®* *Weight and size limits apply.</p>				Bag Charge	\$0.00

Air Total:
\$911.98

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: \$911.98
Credit On Your Statement: -\$100.00
Total After Statement Credit: \$811.98

Add a Hotel

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



Brookshire Suites
Baltimore Inner Harbor
\$153/night

3 Star Rating

Search for hotels in Baltimore (08/30/2015 - 09/04/2015)

Close To (optional)
Center of destination within 30 miles

Show Only (optional)
Hotel Chains Shop All Hotel Chains

Find Hotels

[View Details](#)

Add a Car

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

Earn up to 2,400 Rapid Rewards points & Save up to 30%

Book Now



Type in any city or airport in the U.S., Canada or Mexico

Pickup Location	Pickup Date	Dropoff Date
Baltimore/Washington, MD - BW	08/30/2015	09/04/2015

Vehicle Type (optional) Which Company? (optional)

Economy

[Advanced Search](#)

[Find Cars](#)

Trip Total \$911.98

[Modify Trip](#)

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

[Continue](#)

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TRAVEL

If you are eligible for stipend reimbursement (see eligibility information on page 25), you should follow the instructions below for making travel arrangements. Please note that if you are attending a conference, workshop or symposium, you should refer to the original announcement to see if stipends are available for that activity.

TRAVEL BY AIR:

- ▶ You **must** make your own travel arrangements. Available airports were listed in your acceptance email/letter.
- ▶ You **must** be sure your flights meet the shuttle pickup/departure times, and the ticket purchase follows the parameters of travel as defined under **"REIMBURSEMENT"** in this package.

REIMBURSEMENT FOR AIRFARE:

- ▶ You will be reimbursed the cost of a direct (no side trips or extended stays), **21-day prior to the course travel date prepurchase, nonrefundable** ticket for round trip transportation by common carrier (economy coach class, nonrefundable) for each course or back-to-back courses that you attend. Proof of nonrefundable fare is required!
- ▶ **If you take side trips or travel outside of the defined travel days**, your reimbursement shall be limited to **no more than** the state ceiling amount as noted on the Reimbursement Ceiling Chart.
- ▶ **To eliminate the perception of misuse of government funds, FIRST CLASS, BUSINESS CLASS, and REFUNDABLE AIRLINE TICKETS WILL NOT BE REIMBURSED AT FULL FARE**, unless you request, in writing, an exception prior to making your travel arrangements and have received written approval from the NETC Admissions Office. Otherwise, your reimbursement will be limited up to the state ceiling amount.
- ▶ **It is your responsibility to find the cheapest ticket available.** Failure to do so may result in your reimbursement being limited to the state ceiling amount.
- ▶ **Use of frequent flier miles** toward the purchase of a ticket is **NOT** reimbursable.
- ▶ **Fees associated with seat upgrades or early bird check-ins are not reimbursable.**
- ▶ **Flight or ticket insurance is not reimbursable.**
- ▶ If any portion of your airfare is subsidized by another source, that portion is **NOT** reimbursable under the Stipend program.

NATIONAL EMERGENCY TRAINING CENTER SHUTTLE SERVICE:

- ▶ Shuttle service is available between NETC and the airport(s) listed on your email notification for this course.

continued on next page

REIMBURSEMENT

Below is information about reimbursement procedures for NFA and EMI courses. Please read the information carefully. If you have any questions about your eligibility to receive a stipend, please contact Admissions either by email at netcadmissions@fema.dhs.gov or by phone at 301-447-1035.

Any exceptions to travel must be requested in writing and faxed along with documentation to 301-447-1441 for NFA and 301-447-1658 for EMI. All exceptions must be approved prior to making your travel arrangements. Otherwise, your stipend may be denied or limited to the state ceiling amount. Exceptions to travel include side trips or traveling days other than those listed in your acceptance notification.

INDIVIDUALS ELIGIBLE FOR REIMBURSEMENT:

- ▶ State, local or tribal government representatives.
- ▶ Recognized volunteer organization representatives.
- ▶ Active emergency management organization representatives.
- ▶ Representatives from state or local fire organizations.

If you do not apply for a stipend reimbursement within 60 days following the course start date, your stipend reimbursement will be denied.

INDIVIDUALS NOT ELIGIBLE FOR STIPEND REIMBURSEMENT:

- ▶ Federal government. (Federal students are subject to federal travel regulations and travel under orders prepared by their office.)
- ▶ Private industry employees.
- ▶ Employees who are contracted to federal, state or local government entities (such as rural-metro departments).
- ▶ Representatives of a foreign organization.
- ▶ **For EMI only:** students eligible for federally funded grants.
- ▶ Students enrolled in the E0705 offered at EMI. There is no stipend reimbursement for the "Fundamentals of Grants Management." Students enrolled in this course should contact the grant program analyst/manager to identify travel funding for this training as part of the grant management and administration cost.

STIPEND REIMBURSEMENT GUIDELINES

(For further information, please refer to the "Reimbursement" section.)

- ▶ **It is preferred that you provide a copy of a check for an account that bears your name. Deposit slips or accounts for an organization or another individual are not acceptable.** A copy of a check is the best source for the correct financial information. If you are unable to provide a voided check and you are seeking reimbursement, you will be required to provide the following:
 - Name as it appears on the bank account (must contain the student's name).
 - Bank name.
 - Routing number.
 - Account number.
 - Specify if checking or savings account.
- ▶ Please bring a copy of your airline ticket/itinerary with you. The Housing Office will no longer be able to make copies for you. You must provide the required documentation in order to receive stipend reimbursement.
- ▶ If your account is with a credit union or if the account is payable through another bank, please have the bank provide you with the routing and account numbers for Automated Clearing House deposit.
- ▶ If you prefer, you may fax your information to the Admissions Office 301-447-1441 **prior** to your course start date. Please include your name and course code/title/date on the fax, along with your original travel itinerary provided by the airline or your vehicle information. Please be sure the copy is legible.
- ▶ Stipend reimbursements may take six to eight weeks from the course start date. If after eight weeks you have not received your reimbursement, please call the NETC Admissions Office at 301-447-1035.
- ▶ If you anticipate incurring additional expenses for transportation/lodging costs, **you must receive prior written approval** to be eligible for reimbursement of these expenses. If approved, **original receipts must** be presented at the time of your arrival. Your name must appear on receipts provided for reimbursement.
- ▶ **If traveling by air or train, you will need:**
 - **A copy of your ticket** that shows an itinerary of your trip and proves that the ticket purchased is nonrefundable.
 - At least 21 days in advance of the course travel date with travel taking place on the correct travel dates.
 - Economy coach class. NOTE: Travelocity and Expedia itineraries do not show economy coach class. You will need to provide an itinerary from the airline, or your stipend reimbursement may be limited.
- ▶ Any deviation from the above (including economy upgrades) must be requested in writing **and** approved prior to ticket purchase.
- ▶ Reimbursement will not be authorized for first class, business class, economy plus upgrades, frequent flier miles, or fees associated with seat upgrades or early bird check-ins.
- ▶ **If driving, you also will need to provide:**
 - Automobile registration.
 - Odometer readings.
 - License tag number.

continued on next page

- A signed statement from the owning agency on letterhead stationery acknowledging your eligibility for reimbursement if you are driving a state, county or municipal vehicle.
- If you drove to NETC, but you will not be keeping your car on campus, it **must be registered on campus or you will not** receive reimbursement.

REIMBURSEMENT PROCESS:

- ▶ Reimbursement will be deposited electronically into the checking or savings account that you identify. This reimbursement may take six to eight weeks following the course start date. If you haven't received reimbursement by eight weeks, call the NETC Admissions Office at 301-447-1035.
- ▶ **Reimbursement will only be made to an account that bears your name.** You are responsible for reimbursing your department, if applicable. This is a result of increased restrictions by the receiving financial institutions.
- ▶ If you do not have a personal account, please contact the Admissions Office prior to your arrival for further instructions.

REIMBURSEMENT FOR:

Airfare:

- ▶ You will be reimbursed the cost of a direct (no side trips or extended stays), **21-day prior to the course travel date prepurchase, nonrefundable** ticket for round trip transportation by common carrier (economy coach class, nonrefundable) for each course or back-to-back courses that you attend. Proof of nonrefundable fare is required!
- ▶ **If you take side trips or travel outside of the defined travel days,** your reimbursement shall be limited to **no more than** the state ceiling amount as noted on the Reimbursement State Ceiling Chart.
- ▶ **To eliminate the perception of misuse of government funds, FIRST CLASS, BUSINESS CLASS, and REFUNDABLE AIRLINE TICKETS WILL NOT BE REIMBURSED AT FULL FARE,** unless you request, in writing, an exception prior to making your travel arrangements and have received written approval. Otherwise, your reimbursement will be limited up to the state ceiling amount.
- ▶ **It is your responsibility to find the cheapest ticket available.** Failure to do so may result in your reimbursement being limited to the state ceiling amount.
- ▶ **Use of frequent flier miles** toward the purchase of a ticket is **NOT** reimbursable.
- ▶ **Fees associated with seat upgrades or early bird check-ins are not reimbursable.**
- ▶ **Flight or ticket insurance is not reimbursable.**
- ▶ If any portion of your airfare is subsidized by another source, that portion is **NOT** reimbursable under the stipend program.

Driving:

- ▶ You will be reimbursed the current privately owned vehicle (POV) federal mileage allowance or the state ceiling, whichever is less.
- ▶ POV mileage is subject to validation.
- ▶ **If you do not register your vehicle with the Housing Office,** reimbursement for POV mileage may be denied.
- ▶ **If someone is dropping you off,** you **must** have the vehicle verified by the Housing Office prior to the vehicle departing campus, or your stipend will be denied.

continued on next page

- ▶ If you carpool with another student, only the driver will be reimbursed.
- ▶ If you drove a rental car instead of your POV, your reimbursement is limited to the POV allowance. Reimbursement will be made to the individual who rented the vehicle. The name of the individual requesting reimbursement must appear on the rental car agreement. Otherwise, the request may be denied.
- ▶ If you are requesting mileage reimbursement and you are not the owner of the vehicle, you need to provide a letter from the owner stating that you have permission to drive the vehicle.
- ▶ Registration of the POV must be presented at the time of registration to validate ownership.

Train or Bus:

- ▶ Your reimbursement is limited **to the cost of the ticket**, not to exceed the state ceiling amount.
- ▶ You must provide copies of the tickets actually used.
- ▶ Reimbursement shall not include costs for sleep accommodations or for transport of vehicles on the train.

SAVING MONEY ON AIRFARE: If you save money on your airfare, you will be reimbursed for extra expenses if you save a minimum of \$250 off the cost of a 21-day ticket prior to the course travel date prepurchase, nonrefundable round trip economy class common carrier ticket traveling on the correct travel dates. Submit written documentation of the savings — this consists of itinerary copies of both the original price and the cheaper fare. If you do not acquire written approval from the Admissions Office prior to making your travel arrangements, the extra expenses will not be reimbursed. The following option applies if your request is approved:

You may stay in the Baltimore/D.C. metro areas before or after your course.

- If you save at least \$250 in airfare as noted in the terms above, you may be reimbursed up to \$90 per day (two-day limit for savings over \$500) for lodging or transportation expenses. Original receipts must be provided and must contain the student's name. If you carpool from the airport using a rental car, only one individual is eligible for reimbursement.
- If you stay after your course ends, ask for a Stipend Agreement Amendment (FEMA Form 119-25-4) when you register. When you return home, mail it with **original hotel or transportation** receipts containing your name to Admissions, Room I-216, 16825 South Seton Ave., Emmitsburg, MD 21727 within 14 days of the start date of the course or reimbursement **WILL BE DENIED**.

LUGGAGE REIMBURSEMENT:

National Fire Academy: NFA no longer reimburses students for bag fee costs.

Emergency Management Institute: Students eligible for stipend reimbursement may be reimbursed for their first piece of luggage checked (up to 50 pounds) not to exceed \$60 round trip if they provide the required documentation. Receipts are required for both trips (travel to NETC and return to residence). Luggage receipts must be submitted within two weeks of the course end date in order to be considered for reimbursement. Failure to submit receipts within two weeks will result in nonreimbursement for luggage. Legible receipts for charges for the student's first piece of luggage may be faxed to 301-447-1658 or 301-447-1441 or emailed to netcadmissions@fema.dhs.gov. **Students must provide receipts in order to be reimbursed for the luggage.** Group requests for luggage reimbursement will be denied. Each student must submit his or her own luggage receipts. Convenience charges and service fees are not reimbursable.

Policy subject to change based on airline policies.

State		Saturday Stayover (\$)	No Saturday Stayover (\$)
KY	Kentucky	420.00	510.00
LA	Louisiana	470.00	470.00
MA	Massachusetts	330.00	400.00
MD	Maryland	100.00	100.00
ME	Maine	380.00	400.00
MI	Michigan	500.00	500.00
MN	Minnesota	440.00	530.00
MO	Missouri	500.00	600.00
MP	Saipan	2,710.00	2,700.00
MS	Mississippi	530.00	490.00
MT	Montana	750.00	680.00
NC	North Carolina	440.00	410.00
ND	North Dakota	550.00	700.00
NE	Nebraska	540.00	490.00
NH	New Hampshire	300.00	360.00
NJ	New Jersey	260.00	260.00
NM	New Mexico	530.00	590.00
NV	Nevada	590.00	650.00
NY	New York	360.00	330.00
OH	Ohio	430.00	360.00
OK	Oklahoma	530.00	550.00
OR	Oregon	610.00	630.00
PA	Pennsylvania	230.00	170.00
PR	Puerto Rico	380.00	480.00
RI	Rhode Island	400.00	430.00
SC	South Carolina	560.00	500.00
SD	South Dakota	550.00	610.00
TN	Tennessee	480.00	490.00
TX	Texas	450.00	510.00
UT	Utah	570.00	610.00
VA	Virginia	250.00	200.00
VI	Virgin Islands	660.00	850.00

continued on next page

ADDITIONAL COSTS YOU MAY INCUR DURING YOUR STAY:

- ▶ Laundry and vending machines.
- ▶ Dry cleaner costs.
- ▶ Recreation Association pass (\$1) — allows use of all recreation facilities and the Command Post Pub. (See the section on National Emergency Training Center Recreation Association under “National Emergency Training Center Policies/Information.”)
- ▶ Class shirts or group donations.
- ▶ Off-campus class dinners.

LAUNDRY FACILITIES:

- ▶ There are coin-operated washers and dryers in each lodging building (change available at the convenience store on campus).
- ▶ You may purchase laundry supplies at the convenience store on campus.

VISITORS TO LODGING ROOMS ON CAMPUS:

- ▶ Only the assigned NETC student is allowed in the dormitory room. Relatives or friends are not allowed in the rooms and cannot be lodged on campus. Upon request, the NETC Housing Office will provide information regarding local off-campus accommodations; however, you are responsible for arranging and paying for those accommodations.
- ▶ Animals are not allowed in campus housing, except for guide/service dogs. Please notify the Admissions Office at least two weeks in advance if you will be bringing a guide/service dog.

FOOD SERVICE

- ▶ The NETC food service contractor is Guest Services and may be contacted at 301-447-1551. If needed, Guest Services' federal tax identification number is 53-0164700.
- ▶ If you stay on campus, you must purchase a meal ticket. **If you do not purchase a meal ticket, you will be asked to vacate your room on campus. You then will be responsible for your off-campus lodging costs, and your request for stipend reimbursement will be denied.**
- ▶ **Prices Effective Aug. 5, 2012:** If you stay off campus, you must purchase a break ticket, currently \$6.00 per day. The cost for the meal ticket is \$25.04 per day — breakfast is \$5.81; lunch is \$7.96; and dinner is \$11.27. There is no tax on the meal ticket. The amounts for five-day, six-day, and two-week courses are:
 - Five-day course: \$125.20 (Sunday evening arrival through Friday lunch).
 - Six-day course: \$167.32 (Saturday evening arrival through Saturday morning departure).
 - Two-week course: \$300.48 (Sunday evening arrival through second Friday lunch).
 - NFA six-day consecutive courses: \$342.60 (Saturday evening arrival through second Saturday morning departure).
 - For any other variation of course days, please contact Guest Services at 301-447-1551.
- ▶ **Meal ticket prices are subject to change and will be updated in this package as the changes are provided.**
- ▶ **Meal amounts for focus groups, conferences or any activity other than a resident course are not provided in this package. Please contact the food service contractor for your meal amount. You may call 301-447-1551 for exact meal ticket prices for conferences, symposiums and any other special groups.**



CITY COUNCIL MEETING AGENDA REQUEST

DATE: Jun. 9, 15 **DEPT:** Police **MEETING DATE:** Jun. 24, 15

ITEM/TOPIC: Presentation of Certificate of Exceptional Service

ACTION REQUESTED OF COUNCIL: Presentation Only

BACKGROUND/RATIONALE: Presentation of Certificate of Exceptional Service to Two (2) police personnel for taking the initiative on providing necessary resource to an infant child.

STAFF RECOMMENDATION: None

COMMITTEE RECOMMENDATION: no committee recommendation

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



Juan E. 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)

GENERAL FUND REVENUE COMPARISON
THRU MAY 31, 2015 - 92% OF YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2015

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B)
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 % REV
PROPERTY TAX	1,273,369	1,350,000	1,237,500	1,400,458	1,159,942	86%
GROSS RECEIPT TAX 1.225	3,525,000	3,550,000	3,254,167	3,637,191	3,071,145	87%
FRANCHISE TAX	800,000	800,000	733,333	824,764	783,084	98%
GROSS RECEIPT TAX .75	2,350,000	2,585,000	2,369,583	2,626,837	2,020,817	78%
1/8 INFRASTRUCTURE	340,000	350,000	320,833	366,007	307,592	88%
GRT .25 (JAN 2011)	670,000	680,000	623,333	722,647	604,823	89%
LICENSE & FEES	64,000	63,000	57,750	74,942	52,036	83%
INTERGOVERNMENTAL	65,000	65,000	59,583	59,284	66,315	102%
LOCAL-FINES	97,500	87,400	80,117	78,402	63,830	73%
LOCAL-MISC	1,646,080	1,657,930	1,519,769	1,730,613	1,558,315	94%
TOTAL	10,830,949	11,188,330	10,255,969	11,521,145	9,687,899	87%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU MAY 31, 2015 - 92% OF YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2015

Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B)
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	% BDGT
JUDICIAL	271,496	281,456	258,001	263,071	259,931	21,525	92%
EXECUTIVE	469,235	479,970	439,973	469,235	406,072	73,898	85%
ADMINISTRATION	258,329	253,986	232,821	217,378	193,996	59,990	76%
CITY ATTORNEY	205,319	206,938	189,693	205,319	196,771	10,167	95%
PERSONNEL/HR	257,303	253,741	232,596	240,176	239,345	14,396	94%
FINANCE	527,996	572,076	524,403	494,880	496,092	75,984	87%
COMMUNITY DEV.	583,040	466,064	427,225	545,116	405,685	60,379	87%
POLICE	3,872,014	4,072,107	3,732,765	3,671,476	3,302,237	769,870	81%
CODE ENFORCEMENT	188,647	167,755	153,775	157,926	129,878	37,877	77%
ANIMAL SHELTER	141,070	129,000	118,250	130,138	92,832	36,168	72%
FIRE	1,297,793	1,320,485	1,210,445	1,124,984	1,077,789	242,696	82%
PUBLIC WORKS/PARKS	674,812	705,474	646,685	649,274	540,142	165,332	77%
PARKS	222,394	0	0	222,394	0	0	0%
AIRPORT	0	120,476	110,436	0	79,399	41,077	66%
LIBRARY	203,023	198,041	181,538	200,858	175,824	22,217	89%
MUSEUM	123,937	183,146	167,884	108,928	123,408	59,738	67%
GENERAL SERVICES	1,768,760	2,509,609	2,300,475	1,677,593	1,842,678	666,931	73%
SALARY CONTINGENCY	88,000	80,000	73,333	53,562	0	80,000	0%
TRANSFERS	0	355,128	325,534	0	313,106	42,022	88%
TOTAL	11,153,168	12,355,452	11,325,831	10,432,308	9,875,185	2,480,267	80%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU MAY 31, 2015 -92% OF YEAR LAPSED 11 OF 12 MONTHS)
FISCAL YEAR 2015**

	A	B	C	D	E	G
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	115,000	115,000	105,417	108,473	84,485	73%
OPEN SWIM	20,000	10,000	9,167	13,275	477	5%
YAFL	10,000	8,000	7,333	6,974	4,472	56%
YABL	16,000	18,000	16,500	20,172	21,284	118%
SUMMER FUN PROGRAM	30,000	30,000	27,500	19,907	12,095	40%
RECREATION-OTHER	37,300	45,300	41,525	40,322	52,227	115%
GEN FUND TRANSFER	450,000	450,000	412,500	450,000	412,335	92%
TOTAL	678,300	676,300	619,942	659,123	587,375	87%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU MAY 31, 2015 -92% OF YEAR LAPSED 11 OF 12 MONTHS)**

	A	B	C	D	E	F	H
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	659,847	681,723	624,913	525,338	484,673	197,050	71%
YAFL	4,000	2,500	2,292	3,791	2,033	467	81%
YABL	4,000	5,850	5,363	2,853	5,765	85	99%
OTHER OPERATING EXP.	94,199	85,750	78,604	63,826	69,395	16,355	81%
CAPITAL OUTLAY	5,901	4,500	4,125	5,129	963	3,537	21%
TOTAL	767,947	780,323	715,296	600,937	562,829	217,494	72%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU MAY 31, 2015 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2015**

	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G (E/B) %
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	BUDGET
WASTE WATER (610)	3,125,000	2,761,000	2,530,917	2,635,469	2,511,219	91%
NATURAL GAS (620)	5,121,000	5,522,000	5,061,833	5,694,027	5,367,266	97%
SOLID WASTE (630)	3,270,050	3,133,500	2,872,375	3,167,292	2,938,952	94%
WATER (640)	4,527,131	4,602,850	4,219,279	4,633,602	4,347,354	94%
Total of Enterprise Funds	16,043,181	16,019,350	14,684,404	16,130,390	15,164,791	95%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU MAY 31, 2015 - 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2015**

	<u>Budget to</u>						
	A	B	C	D	E	F	H (E/B) %
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	BUDGET
WASTE WATER(610)	3,309,206	2,761,000	2,530,917	2,624,480	2,400,949	360,051	87%
NATURAL GAS (620)	5,876,448	5,522,000	5,061,833	4,312,178	4,836,018	685,982	88%
SOLID WASTE (630)	3,401,769	3,091,854	2,834,200	2,529,004	2,440,305	651,549	79%
WATER (640)	3,755,816	4,941,528	4,529,734	3,075,750	3,907,652	1,033,876	79%
Total of Enterprise Funds	16,343,239	16,316,382	14,956,684	12,541,412	13,584,924	2,731,458	83%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/05/2015

DEPT: Finance

MEETING DATE: 06/24/2015

ITEM/TOPIC: Recommendation to proceed with final negotiations with WH Pacific to correct deficiencies at the Abe Montoya Recreation Center-RFP #2015-26

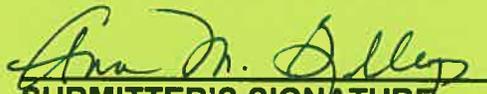
ACTION REQUESTED OF COUNCIL: Approval/Disapproval to enter into final negotiations with WH Pacific .

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: APPROVAL

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

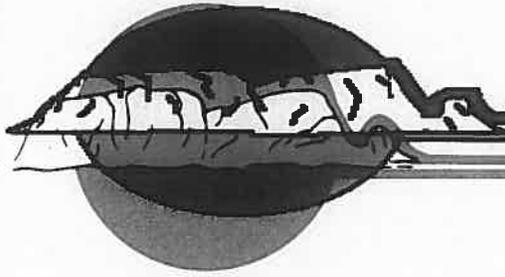
ANN M. GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

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



CITY OF LAS VEGAS
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 Lee Gamelsky Architects			✓	✓
2 Soleil West			✓	✓
3 Ortega & ASSOC.				✓
4 WH Pacific			✓	✓
5 Vigil & ASSOC.			✓	✓
6				

COMPANY REPRESENTATIVE

COMPANY NAME

1 <i>[Signature]</i>	City of Las Vegas
2 <i>[Signature]</i>	City of Las Vegas
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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/15/15

DEPT: Community Development

MEETING DATE: 6/24/15

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

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of 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.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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 <i>(Section reference to the NFIP Regulations follows)</i>	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 (Section reference to the NFIP Regulations follows)	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 (Section reference to the NFIP Regulations follows)	Level of Regs					Applicable Ordinance Section/Comments
	a	b	c	d ¹	e ¹	
<p>✓ Substantial Damage; ✓ Substantial Improvement; ✓ Violation;</p> <p>Other Definitions as appropriate such as ✓ Floodproofing; ✓ Highest adjacent grade for community's with mapped AO Zones; ✓ Historic Structures</p>						
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 (Section reference to the NFIP Regulations follows)	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 <u>residential</u> 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 <u>residential</u> 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 <u>non-residential</u> 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 (Section reference to the NFIP Regulations follows)	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)]				J		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)]				J		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)]				J		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)]				J		Article V § 242-21 A.

¹ 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 (Section reference to the NFIP Regulations follows)	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.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/15/15

DEPT: Community Development

MEETING DATE: 6/24/15

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 Nuisances Declared

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of 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 Nuisances Declared

BACKGROUND/RATIONALE:

The City Municipal Code, Chapter 301 Nuisances, needs additional language for further clarification and to define dangerous/unsafe buildings or structures.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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 affect 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:

Casandra 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 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.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/15/15

DEPT: Community Development

MEETING DATE: 6/24/15

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

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of 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.

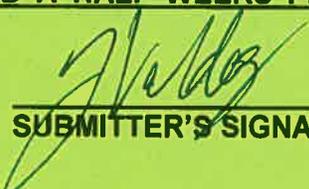
STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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 $\frac{1}{4}$ of the proceeds from the tax shall be used for these 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

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 charger 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.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/05/15

DEPT: Utilities

MEETING DATE: 06/24/15

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

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award bid No. 2015-29 to 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

STAFF RECOMMENDATION: Approval to award bid to low bidder.

COMMITTEE RECOMMENDATION: This item will be discussed at the regular Utility Advisory Committee meeting on June 8, 2015. Their recommendation will be provided at the Council Meeting.

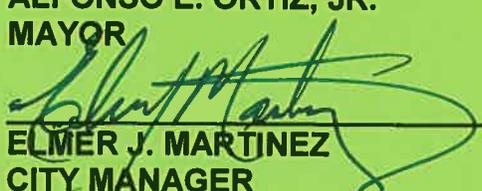
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

 FOR REN 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)



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 NMGR)	
	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	50,828.58	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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. Spivak	DONE RIGHT CONSTRUCTION LLC
4	Eric Tapia	Project Mgr. City of Las Vegas
5		
6		
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ORIGINAL PROPOSALS TAKEN BY:

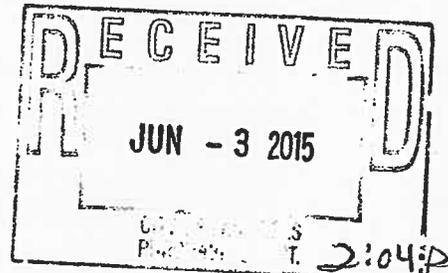
DATE: 6-3-15

OPENED BY: FINANCE DEPARTMENT

DATE: 6-3-15

COPIES TAKEN BY:

DATE: 6-3-15



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]
JUNE TAFOYA-COORDOVA, 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

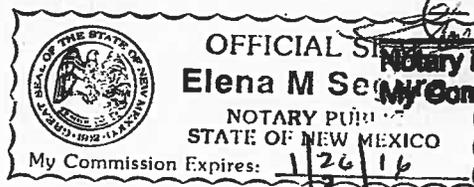
COUNTY OF SAN MIGUEL

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)



Elena M. Sequera
Notary Public Signature
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 13-1-89 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 Change 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: XXXXXXXXXX

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 81, 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.

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 five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

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
B	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.	ODTF
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]

Witness

DONE RIGHT CONSTRUCTION, LLC

[Handwritten signature]

(Principal)

(Seal)

[Handwritten signature]

Title

U.S. Specialty Insurance Company

[Handwritten signature]

Title Jason E. Sisk, ATTORNEY-IN-FACT

[Handwritten signature]

Witness

VOID

VOID

VOID

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 (\$ 3,000,000.00)

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



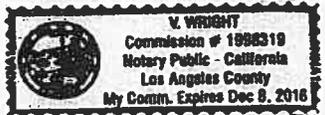
[Signature]
Daniel P. Aguilar, Vice President

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)



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



[Signature]
Jeannie Lee, Assistant Secretary

VOID

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

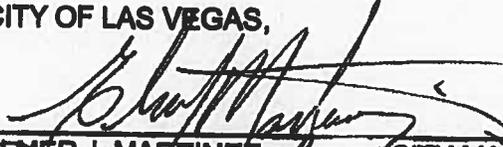
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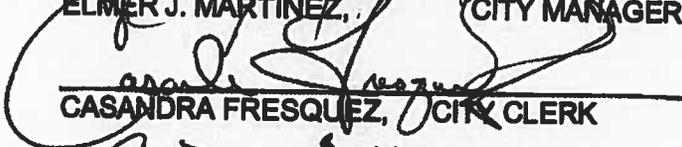
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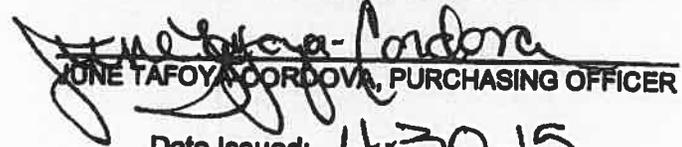
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CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFLOY 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 _____ Signature _____ day of _____, 20____.

(SEAL)

Notary Public Signature _____
My Commission Expires: _____

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AWARDED BID

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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.

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 five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

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		
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	Des	B
Cat. No.	84Z05097	Class	F
Spec.	37P931Y510H2	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.	ODTF
PH	3	SN	F1109262250
Ser. F.	1.15	SFA	40-39.4/19.7
Code	H		

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/ 50 μ S.
 - 7. Immunity - ENV 50204 Radiated electromagnetic field, pulse modulated (900MHz \pm 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

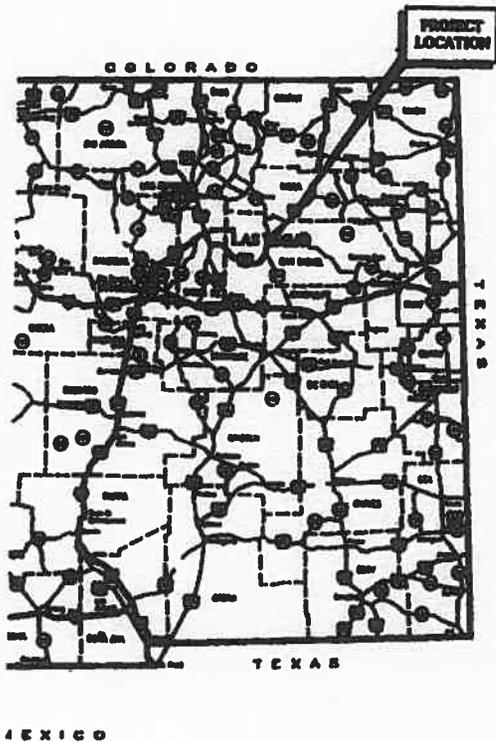
- A. Only if scheduled, verify compliance with standards by means of on-site field measurements of both the voltage and current harmonic distortion at the input terminals of the harmonic mitigating equipment with and without the equipment operating. Use a recording type Fluke 41 or equivalent harmonics 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
C-001	TITLE SHEET AND INDEX TO DRAWINGS
C-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
 DRAWN BY
 CHECKED BY
 APPROVED BY
 NOT BE USED
 WITHOUT THE
 SIGNATURE

MOLZ
ENGINEERS |

2701 Mesa Road SE, Albuquerque, NM

THESE DRAWINGS DO NOT REPRESENT ANY GUARANTEE OR WARRANTY FOR THE CONSTRUCTION THEREOF WHICH SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.



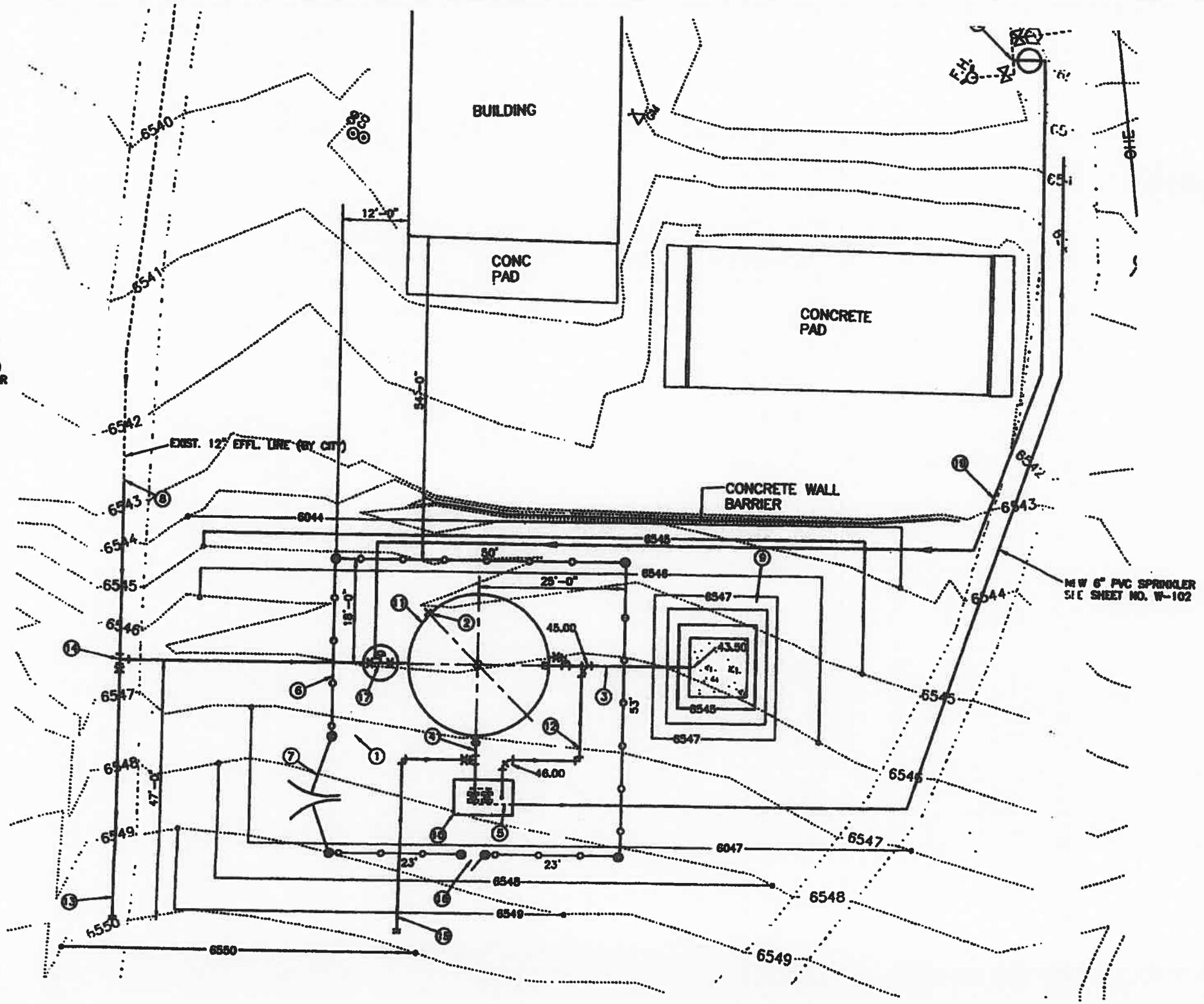
14

-501

HING DEVICE
-03/838-03)
NW PREVENTOR

REVENTOR
O.E.A.E.

Y



Y.H. YARD HYDRANT
POWER POLE
----- EXST. DOMESTIC WATER SYSTEM
ICV IRRIGATION CONTROL VALVE

- ③ 6" TEE WITH 8x4 RED.
6" G.V AND 4" G.V.
- ④ 6" TEE WITH 2 - 6" G.V. 1" CAP
- ⑤ CONNECT TO EXST. WATER LINE AS RECD.
- ⑥ CUT AND CAP EXST. PIPE
- ⑦ REMOVE EXST. BFP AND ENCLOSURE
CONNECT EXST. PIPING BELOW GRADE AS RECD.
- ⑧ 6" TEE WITH 2 - 8x2 RED
AND 2 - 2" G.V.

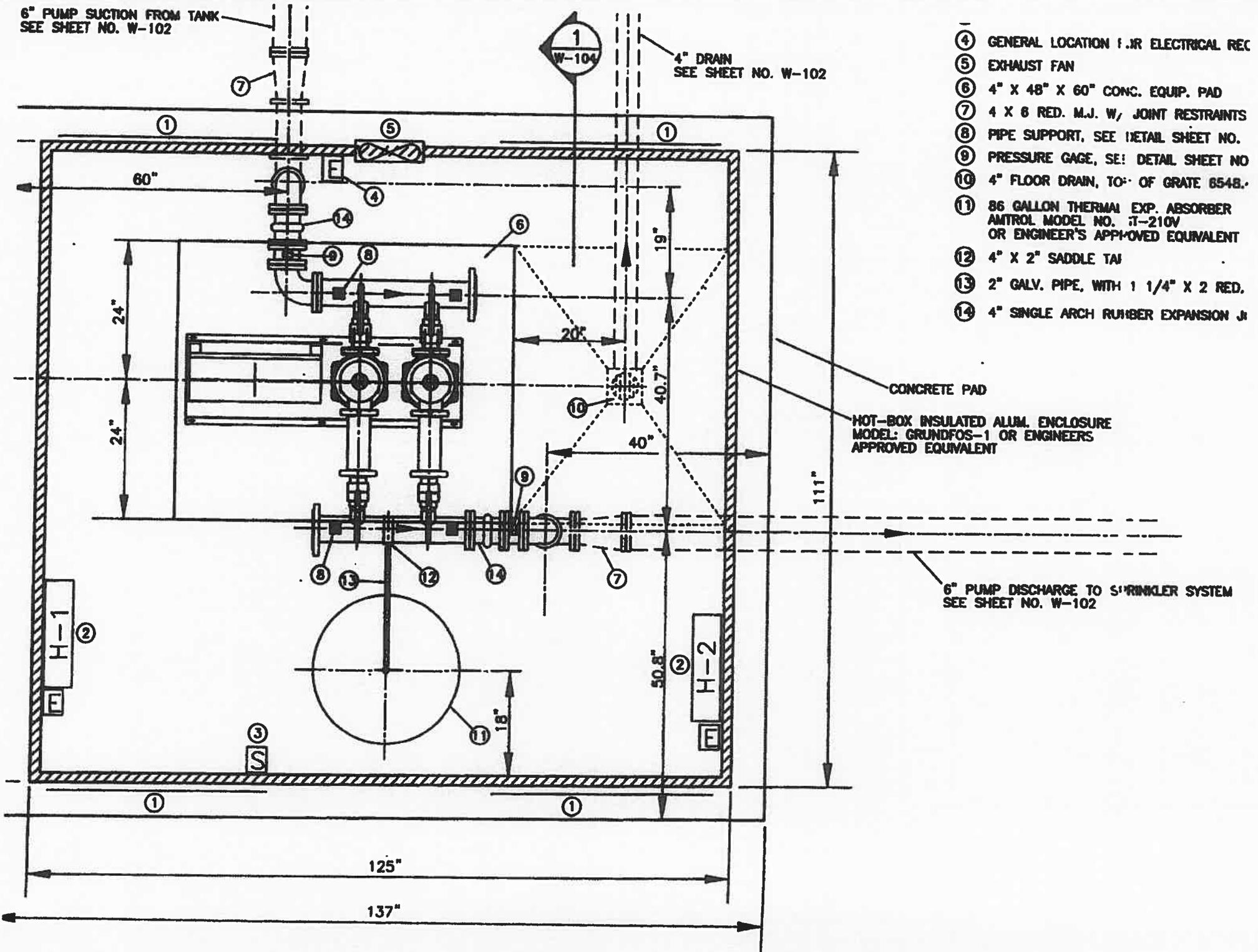


6" PUMP SUCTION FROM TANK
SEE SHEET NO. W-102

1
W-104

4" DRAIN
SEE SHEET NO. W-102

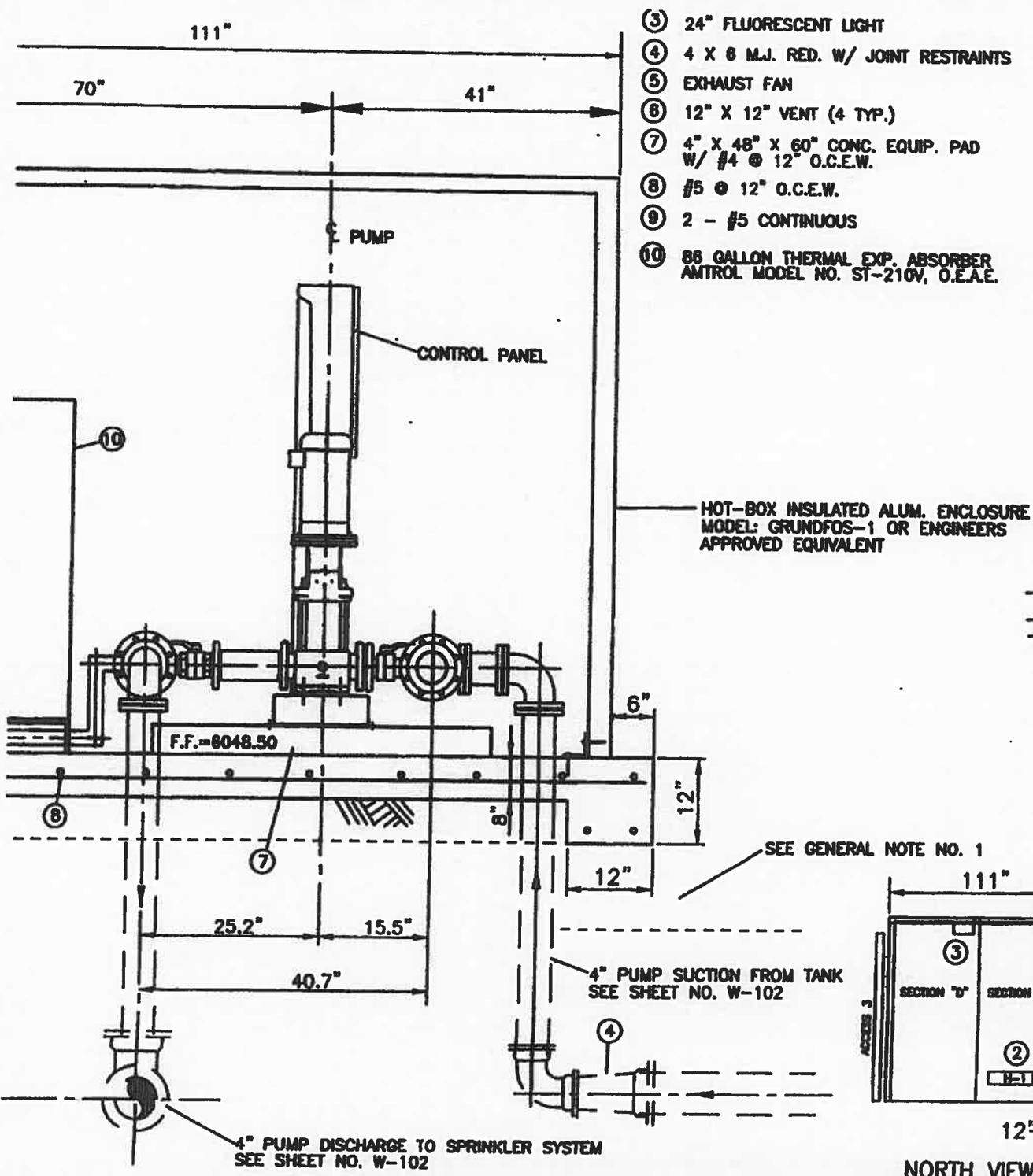
- ④ GENERAL LOCATION F.I.R. ELECTRICAL REC
- ⑤ EXHAUST FAN
- ⑥ 4" X 48" X 60" CONC. EQUIP. PAD
- ⑦ 4 X 8 RED. M.J. W/ JOINT RESTRAINTS
- ⑧ PIPE SUPPORT, SEE DETAIL SHEET NO.
- ⑨ PRESSURE GAGE, SEE DETAIL SHEET NO.
- ⑩ 4" FLOOR DRAIN, TOP OF GRATE 854B.
- ⑪ 86 GALLON THERMAL EXP. ABSORBER
AMTROL MODEL NO. T-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

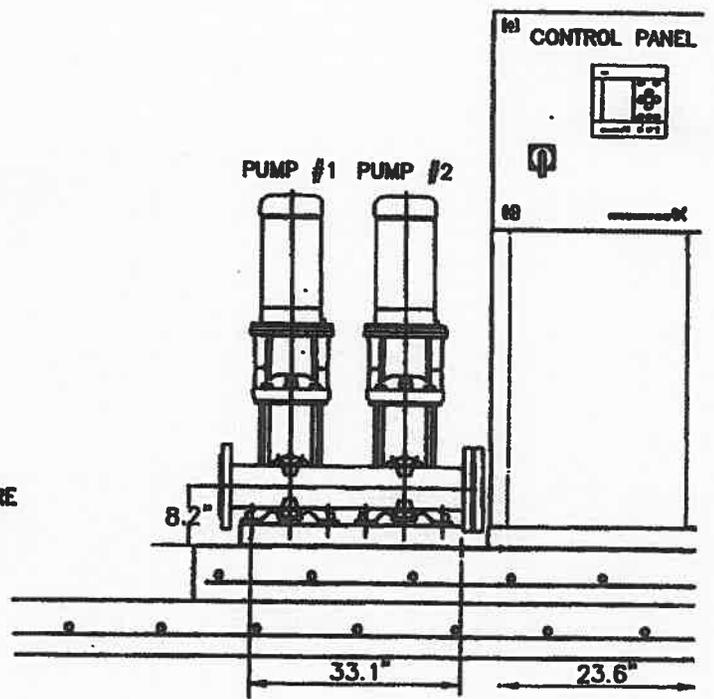
6" PUMP DISCHARGE TO SINKLER SYSTEM
SEE SHEET NO. W-102



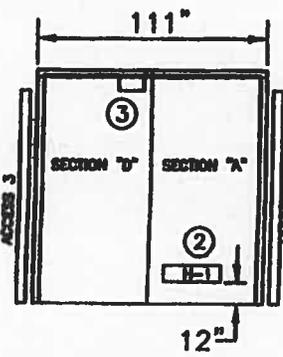
- ③ 24" FLUORESCENT LIGHT
- ④ 4 X 6 M.J. RED. W/ JOINT RESTRAINTS
- ⑤ EXHAUST FAN
- ⑥ 12" X 12" VENT (4 TYP.)
- ⑦ 4" X 48" X 60" CONC. EQUIP. PAD
W/ #4 @ 12" O.C.E.W.
- ⑧ #5 @ 12" O.C.E.W.
- ⑨ 2 - #5 CONTINUOUS
- ⑩ 88 GALLON THERMAL EXP. ABSORBER
ANTROL MODEL NO. ST-210V, O.E.A.E.

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

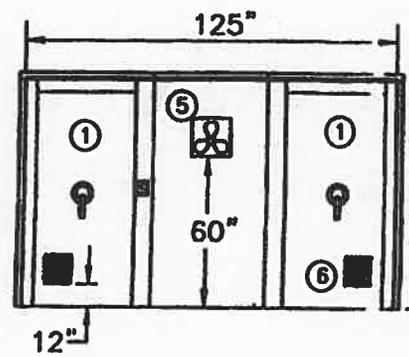
2. VERIFY ALL DIMENSION WITH I JUIP. MFR. SUBMIT
TO CONSTRUCTION.



PUMP ELEVATION
N.T.S.



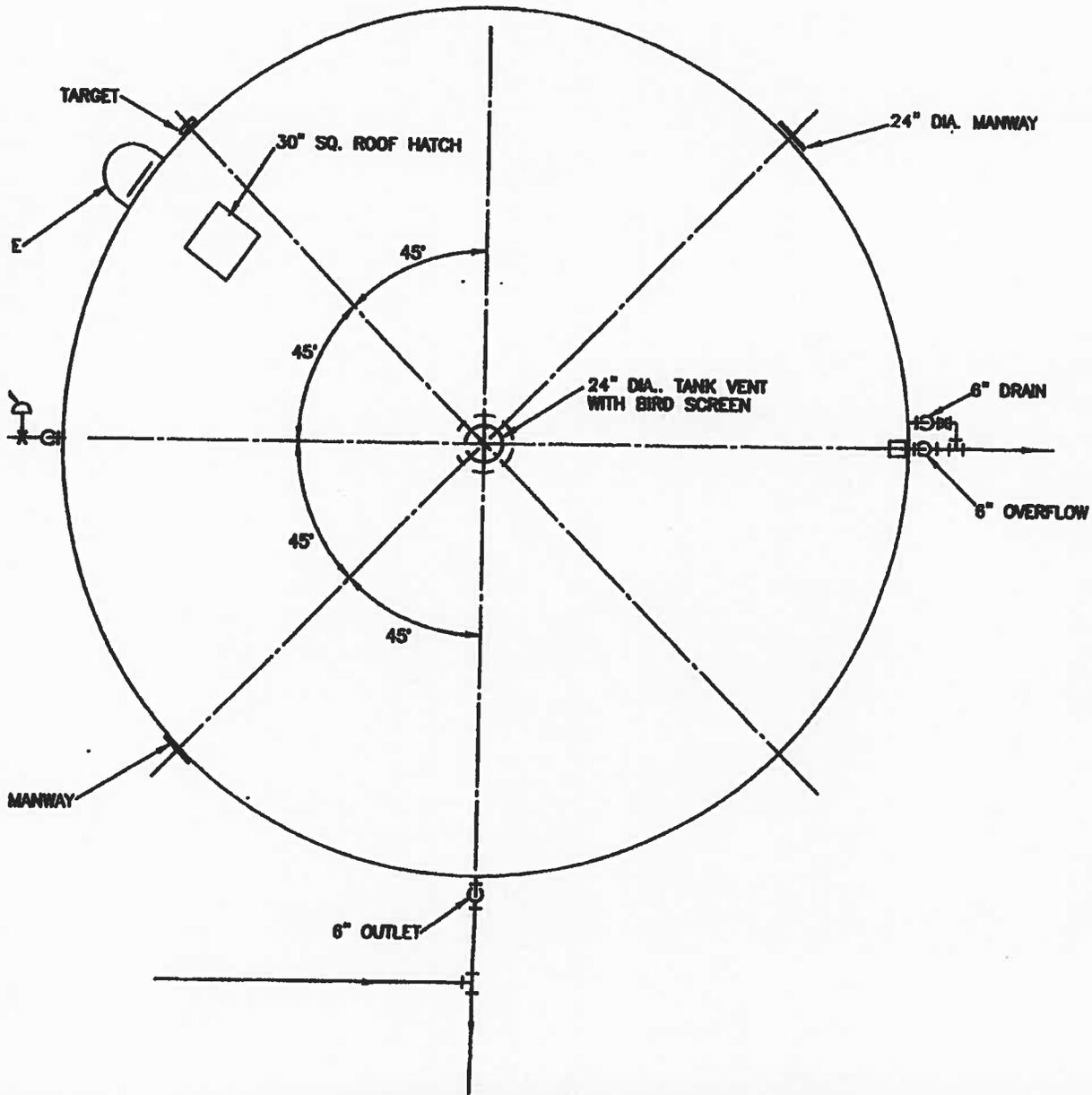
NORTH VIEW



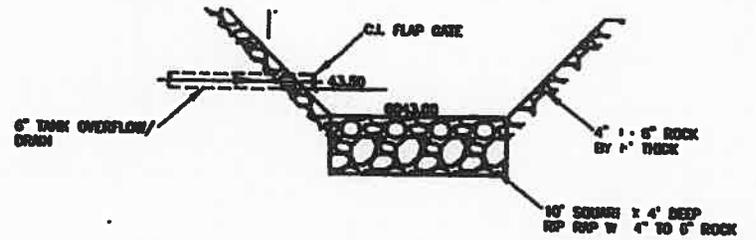
EAST VIEW



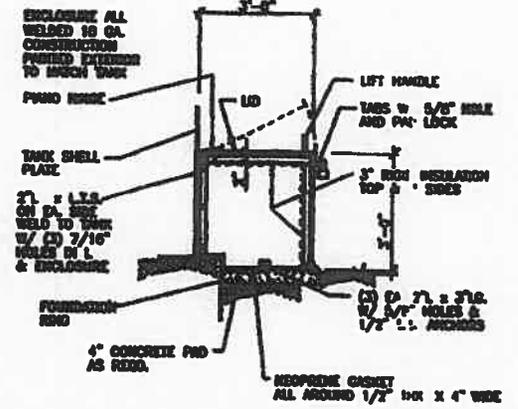
SOUT



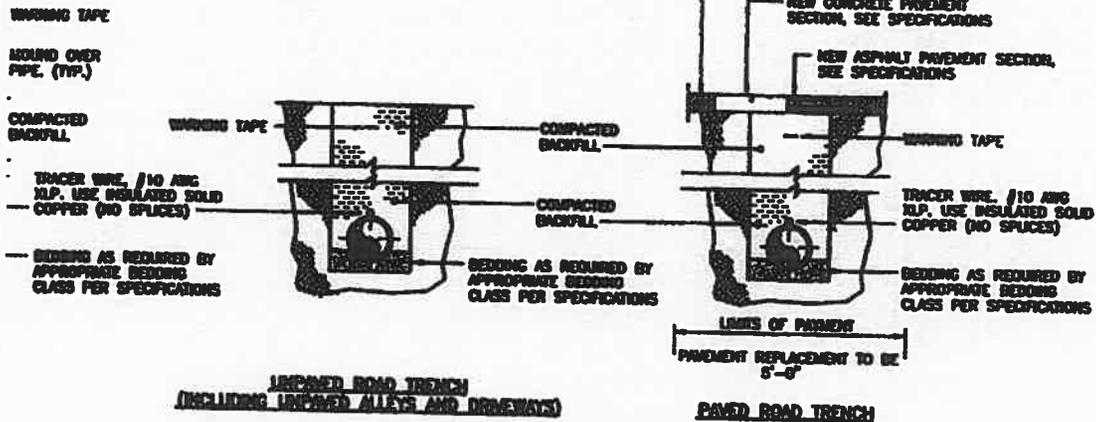
WATER TANK PLAN



DRAIN BASIN DETAIL
N.T.S. ILLUSTRATIVE SECTION



FREEZE PROTECTION BOX DETAIL
AS TO SIZE



UNIMPROVED ROAD TRENCH
(INCLUDING UNIMPROVED ALLEYS AND DRIVEWAYS)

PAVED ROAD TRENCH

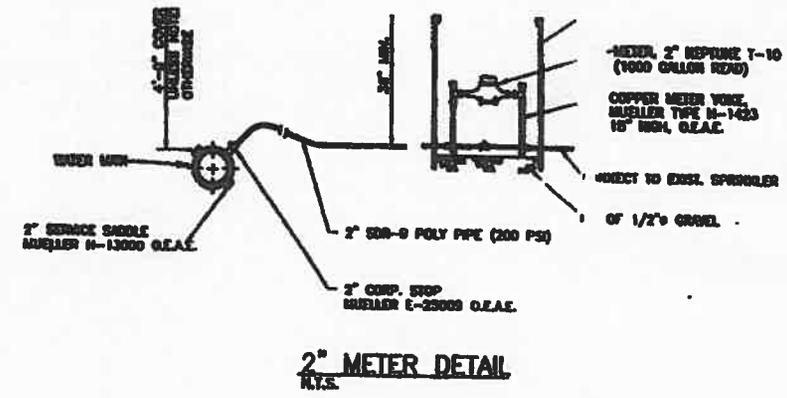
- BACKFILL COMPACTION (AS PER T-100):**
- 1. 90% COMPACTION
- BACKFILL COMPACTION (AS PER T-100):**
- 1. 90% WITHIN 12" BELOW SUBGRADE SURFACE
 - 2. 95% COMPACTION IN TOP 12" OF SUBGRADE

TRAVELED AREAS

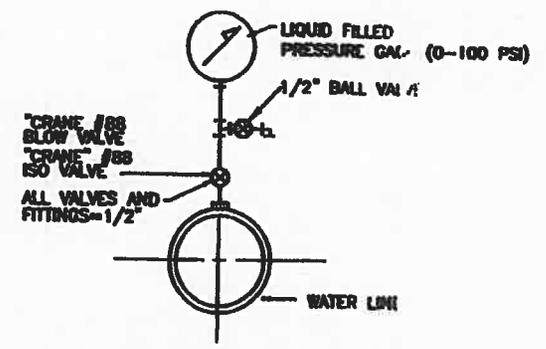
GENERAL NOTES FOR TRENCHING:

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

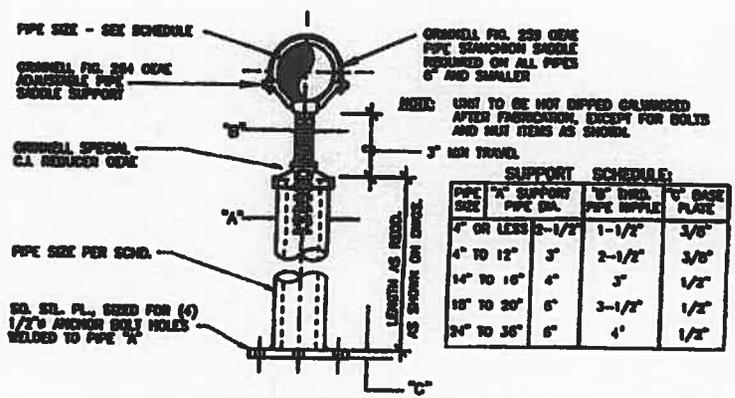
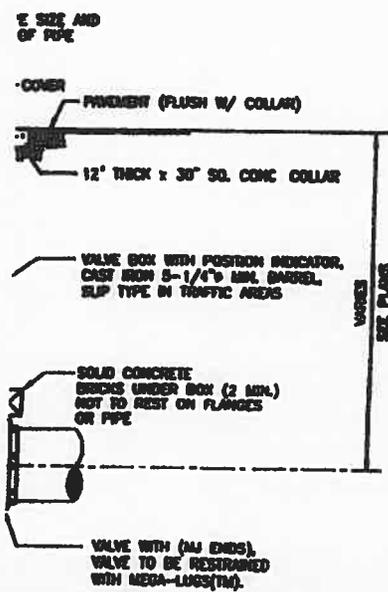
TRENCH COMPACTION DETAILS
N.T.S.



2" METER DETAIL
N.T.S.



PRESSURE GAGE DETAIL
N.T.S.



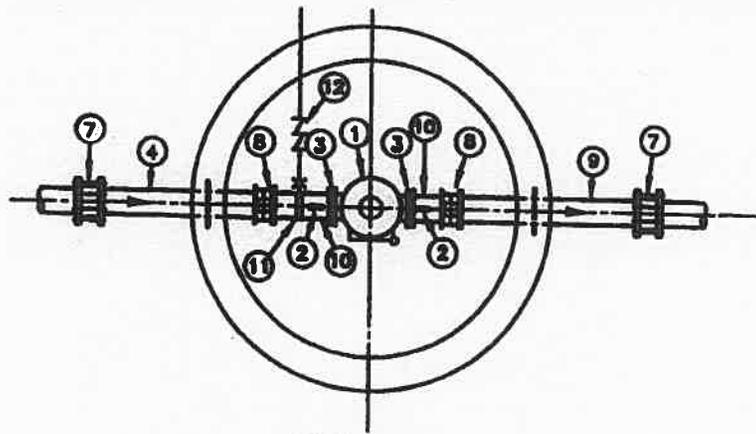
ADJUSTABLE PIPE SUPPORT DETAIL
N.T.S.

NOTE:
INSTALL EDPA IRON SOLES (EPA) JOINT RESTRAINTS AT ALL IN HOES AND JOINTS WHICH FALL WITHIN THE FOLLOWING LENGTHS OF EACH SIZE TO FITTINGS AS FOLLOWS: IF PUSH-ON JOINT OR IS USED BEHIND OF AN EP, THEN USE PFI H-LOCK GASKETS BY US PIPE, O.E.A.C., AT ALL JOINTS TO BE RESTRAINED.

FITTING TYPE	DIAMETER AND RESTRAINED LENGTHS (FEET)			
	10-INCH	8-INCH	6-INCH	4-INCH
BY HORIZONTAL BEND	37	25	20	15
BY HORIZONTAL BEND	15	11	8	6
BY HORIZONTAL BEND	7	5	4	3
BY HORIZONTAL BEND	4	3	2	1
VALVE OR BEND END	115	82	63	45
SEE REMOVED BEND-TO-BEND LENGTH	160	76	57	39
REDUCER 1/2" X 3/4"	61	N/A	N/A	N/A
REDUCER 3/4" X 1"	N/A	34	N/A	N/A
REDUCER 1" X 1 1/4"	N/A	N/A	22	N/A
REDUCER 1 1/4" X 2"	N/A	N/A	N/A	14
VALVE OR BEND OVER SADDLE END	42/5	34/5	25/4	15/3

COMMENTS:
REFER TO NEXT LARGEST RESTRAINED LENGTH FOR ALL HORIZONTAL BEND FITTING COMBINATIONS. ADD RESTRAINED LENGTHS FOR ALL HORIZONTAL BEND FITTING COMBINATIONS. FOR EXAMPLE, THE RESTRAINED LENGTH FOR A 6-INCH PVC, 45-DEGREE BEND IN COMBINATION WITH A 11.25-DEGREE BEND SHOULD

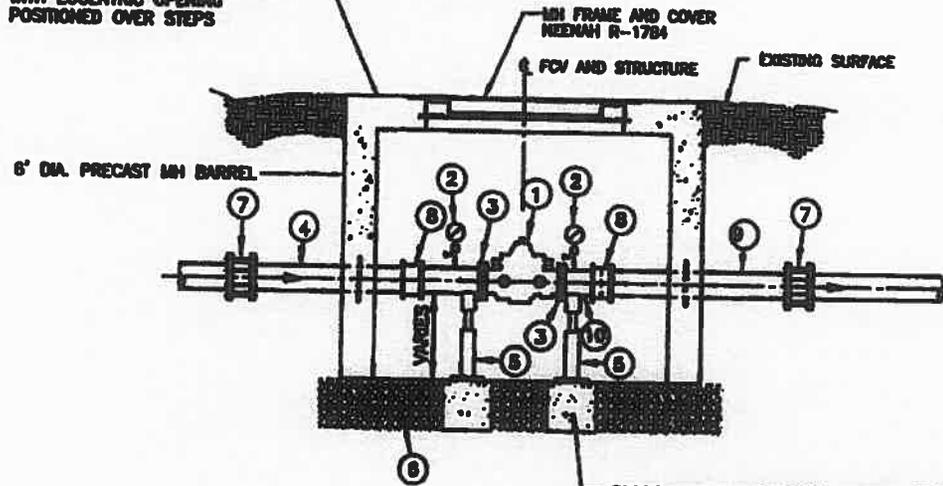
TYPICAL PIPE RESTRAINT REQUIREMENTS



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) OEA/E
- 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"x16" LONG PRECAST CONCRETE BEAMS, ONE EACH SIDE OF CONTROL VALVE, PERPENDICULAR TO WATERLINE, ON COMPACTED EARTH, COMPACTED TO 95% PER AASHTO 95 T160

FLOW CONTROL VALVE STATION

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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/11/15

DEPT: POLICE

MEETING DATE: 06/24/15

ITEM/TOPIC: Out of State travel for 6 Region IV Task Force Personnel.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval for out of state travel for 6 task force personnel to attend an Advanced Tactics Course for narcotics related operations.

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: The Region IV Narcotics Task force is requesting approval for out of state travel for 6 Task Force personnel to attend an Advanced Tactics Course in Norman, OK with funding provided through the 2014 Justice Assistance Grant.

COMMITTEE RECOMMENDATION:

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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

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



**ELMER J. MARTINEZ
CITY MANAGER**

**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) 425-7604 • Fax # (505) 425-6346



Chief Juan F. Montaña

MEMORANDUM

TO: Elmer J. Martinez, City Manager

FROM: Juan F. Montaña, 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

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



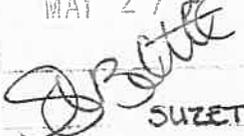
Chief Juan F. Montaña

MEMORANDUM

TO: Juan F. Montaña, Chief of Police

FROM: 
Eric N. Padilla
Lieutenant

THRU: 
Robert F. Gutierrez
Training/Recruiting Commander

MAY 27 2015

SUZETTE.

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:

M. Martinez
Maria Martinez, Finance Specialist

6/1/15
Date

Beatrice Salaspe
Beatrice Sena, Grants Administrator

052715
Date *out of 234*

Approved/Disapproved

J. 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		
	40	Hours	5 Days
COURSE LENGTH:	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 will 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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/11/15 **DEPT:** POLICE **MEETING DATE:** 06/24/15

ITEM/TOPIC: Justice Assistance Grant Application

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to submit the Justice Assistance Grant application to purchase equipment for the Las Vegas Police Department and San Miguel County Sheriff's Office.

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: The Las Vegas City Police Department is requesting approval to submit the Justice Assistance Grant application to purchase equipment to enhance officer safety.

COMMITTEE RECOMMENDATION:

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



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)

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 b 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

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY
ONLY

Dave Romero

CITY COUNCIL MEETING AGENDA REQUEST

DATE: Jun. 9, 15 **DEPT:** Police **MEETING DATE:** Jun. 24, 15

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

ACTION REQUESTED OF COUNCIL: **Approval/Disapproval** for Extension of Contractual Agreement for Inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: None

COMMITTEE RECOMMENDATION: no committee recommendation

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



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 Azules
Request. Mtg
on
June
\$ pd by City to
County for prisoners



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

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

**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 S. Ulibarri
Commissioner - District 1

Marcellino A. Ortiz
Commissioner - District 2

Nicholas T. 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.

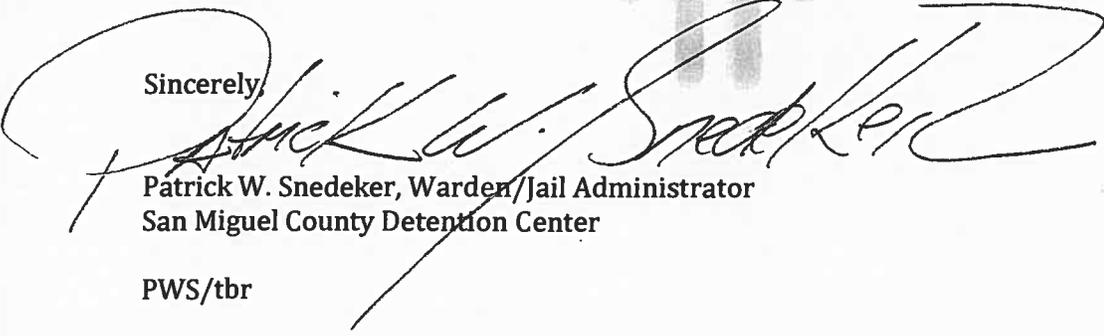
I submit to you for consideration, an Agreement, as prepared by the San Miguel County Detention Center.

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

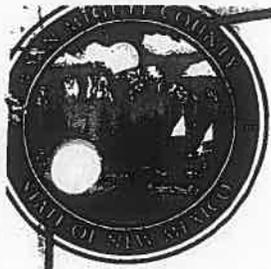
Date

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.

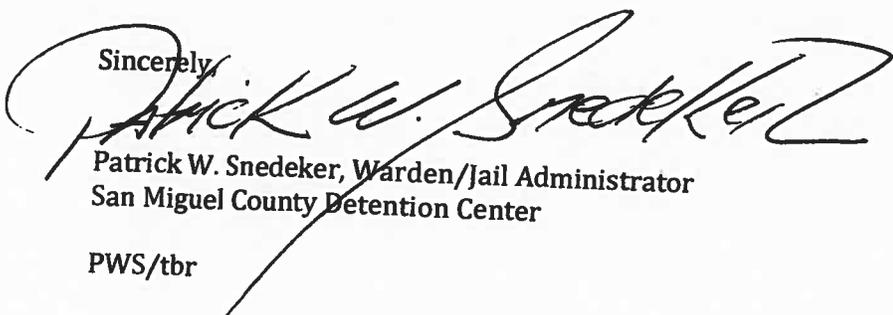
I submit to you for consideration, an Agreement, as prepared by the San Miguel County Detention Center.

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.

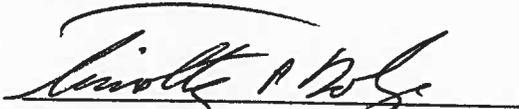
All of the Services required hereunder will be performed by SMCDC or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

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, lightening 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.

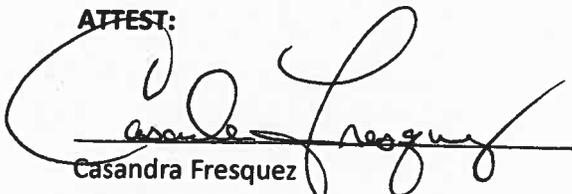
24. **COMPLIANCE WITH LAWS:** In performing the Services required hereunder, SMCDC shall comply with all applicable laws, ordinances, and codes of the Federal, State and Local Governments.
25. **CHANGES:** The City may, from time to time, request changes in the Services to be performed hereunder. Such 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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: June 17, 2015 **DEPT:** Executive **MEETING DATE:** June 24, 2015

ITEM/TOPIC: Out of State Travel for City Manager

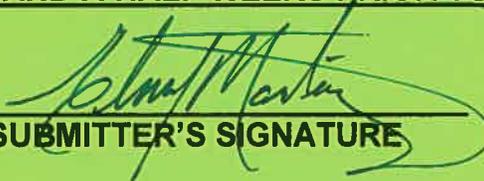
ACTION REQUESTED OF COUNCIL: Approval/disapproval for Out of State Travel to attend the 2015 ICMA Conference.

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

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)



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>

Create a more efficient agenda management process
[Learn more at OnBase.com](http://OnBase.com)

A decorative graphic consisting of several vertical blue lines of varying heights, each topped with a small colored circle in shades of green, orange, and blue. To the right of this graphic is the OnBase logo, which includes the text "OnBase" and "powered by" in a smaller font.



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®



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 #2090 Southwest	Saturday, September 26, 2015 Travel Time 6 h 20 m (1 stop, includes 1 plane change) Wanna Get Away
	09:45 AM	Arrive In Phoenix, AZ (PHX)		
	11:45 AM	Change to Southwest Airlines in Phoenix, AZ (PHX)	Flight #1181 Southwest	
	02:50 PM	Arrive In Seattle/Tacoma, WA (SEA)	WiFi available	
RETURN OCT 1 THU	07:20 AM	Depart Seattle/Tacoma, WA (SEA) on Southwest Airlines	Flight #1861 Southwest	Thursday, October 1, 2015 Travel Time 5 h 40 m (1 stop, includes 1 plane change) Wanna Get Away
	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 Southwest	
	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
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.				Subtotal	\$312.00 Fare Breakdown
You can't find this great fare on any other website. Southwest fares are only on southwest.com®.				1st and 2nd Checked Bags Fly Free® *Weight and size limits apply.	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 3 Star Rating View Details	Search for hotels in Seattle (09/28/2015 - 10/01/2015) Close To (optional) Center of destination <input type="text"/> with in <input type="text" value="30 miles"/> Show Only (optional) Hotel Chains <input type="text"/> <input type="text" value="Shop All Hotel Chains"/> Find Hotels
--	---

Add a Car

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

 EARN UP TO 2,400 RAPID REWARDS POINTS & SAVE ON EVERY RENTAL. BOOK NOW	Type in any city or airport in the U.S., Canada or Mexico
	Pickup Location <input type="text" value="Seattle/Tacoma, WA - SEA"/> Pickup Date <input type="text" value="09/28/2015"/> Dropoff Date <input type="text" value="10/01/2015"/>
	Vehicle Type (optional) <input type="text" value="Economy"/> Which Company? (optional) <input type="text" value="Shop All"/>
	Advanced Search Find Cars

Trip 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](#)

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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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- About
- Membership
- Ethics
- Priorities
- Partners
- Career Network
- News
- Events

UNIVERSITY

- About
- Annual Conference
- Professional Development
- Credentialing
- Leadership Development

PUBLICATIONS

- Print
- Digital
- PM Magazine
- Blog

INTERNATIONAL

- About
- Projects
- Services
- Where We Work
- CityLinks
- Resources
- News

PROGRAM CENTERS

- About
- Sustainable Communities
- Performance Analytics
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- Make a Gift



INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIA

777 North Capitol Street NE, Suite 500, Washington, DC 20002-4201 800-745-8780/202-962-

[Privacy Statement](#) | [Terms of Use](#)

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.**

ICMA

- About
- Membership
- Ethics
- Priorities
- Partners
- Career Network
- News
- Events

UNIVERSITY

- About
- Annual Conference
- Professional Development
- Credentialing
- Leadership Development

ICMA HOME

PUBLICATIONS

- Print
- Digital
- PM Magazine
- Blog

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- About
- Sustainable Communities
- Performance Analytics
- Management Strategies

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- About
- Projects
- Services
- Where We Work
- CityLinks
- Resources
- News

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/15/15 DEPT: City Clerk MEETING DATE: 6/24/15

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

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to Publish 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.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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. 15-08

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.

CITY OF LAS VEGAS AGENDA REQUEST

DATE: 6/15/20115

DEPT: City Clerk

MEETING DATE: 6/24/2015

ITEM/TOPIC: Conduct a Public Hearing for the Application for a New Restaurant (Beer & Wine Only) Liquor License.

ACTION/REQUESTED OF COUNCIL:

Conduct a public hearing and approval/disapproval of application requesting a New Restaurant (Beer & Wine Only) for Charlie's Bakery & Café Inc., DBA Charlie's Bakery & Cafe located at 715 Douglas Avenue, Las Vegas, New Mexico 87701, Application # 938562.

BACKGROUND/RATIONALE:

An application for a New Restaurant (Beer & Wine Only) Liquor License was submitted by Charlie's Bakery & Café Inc. for 715 Douglas Avenue.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

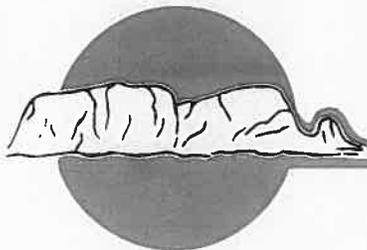


SUBMITTER'S SIGNATURE

ANN MARIE GALLEGOS
FINANCE DIRECTOR

DAVE ROMERO
CITY ATTORNEY

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



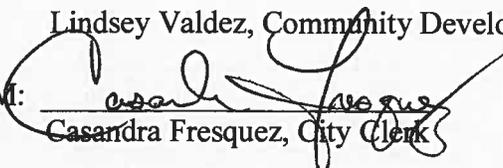
CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.
Mayor

MEMORANDUM

TO: Lindsey Valdez, Community Development Director

FROM: 
Casandra Fresquez, City Clerk

DATE: May 18, 2015

RE: Application for a New Restaurant (Beer/Wine Only)

Enclosed is a copy of the application for a New Restaruant Beer/Wine Only submitted by Charlie's Bakery & Café, Inc., DBA Charlie's Bakery & Cafe, 715 Douglas Avenue, Las Vegas, New Mexico, Application No. 938562.

This information is being submitted to your office for review and to verify that the information contained in page 2 of the application is correct and in compliance with the distance requirements to the nearest church, school and military installation as mandated in the New Mexico State Statutes. Further, I would like to ensure that the area is zoned to allow such an establishment. Please submit to this office written confirmation as to whether or not the location proposed for use of the license meets those requirements.

By copy of this memorandum, I am also notifying Police Chief Juan Montano of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on June 17, 2015 at 6:00 p.m. and will require the information prior to the meeting.

Should you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Enclosures:

xc: Benito Lujan, Zoning/Licensing Supervisor
Elmer Martinez, City Manager
Dave Romero, City Attorney
Juan Montano, Chief of Police



New Mexico Regulation and Licensing Department

ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ PO Box 25101 ▪ Santa Fe, New Mexico 87505-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

May 13, 2015

Certified Mail No.: 7013 2250 0001 5426 6628

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

Re: Lic. No. /Appl. No.: Appl. No. 938562
Name of Applicant: Charlie's Bakery & Café, Inc.
Doing Business As: Charlie's Bakery & Cafe
Proposed Location: 715 Douglas Avenue
Las Vegas, New Mexico 87701

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**; it is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

Within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer. Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing at least once a week for two consecutive weeks in a newspaper of general circulation within the territorial limits of the governing body, **which requires that two weeks of publication must be satisfied before a hearing can be conducted.** The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; and (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT LICENSE.

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Tania Maestas, Esq.
ACTING CHIEF GENERAL
COUNSEL

Mary Kay Root
DIRECTOR

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

The governing body may disapprove the issuance or transfer of the license if:

- 1) The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the Applicant/Licensee has obtained a waiver from the Local Option District governing body for the proposed licensed premises).
- 2) The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a Zoning Statement from the governing body, this is not a basis for disapproval.
- 3) The issuance would be detrimental to the public health, safety, or morals of the residents of the Local Option District. Disapproval by the governing body on public health, safety, or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

Within thirty **(30)** days after the Public Hearing, the governing body **shall** notify the Alcohol and Gaming Division as to whether the local governing body has approved or disapproved the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notice of publication(s). **If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director will give Final Approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty **(30)** days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (Page 1 of the Application page noting disapproval).

Sincerely,



Brenda Mares
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4548
Fax: 505-476-4595
Email: brenda.mares2@state.nm.us

Enclosures:

1. Original Page 1 of the Application **(must be signed and returned)**.
2. Copy of Page 2 of the Application, Zoning Certification, and Posting Certificate

New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION



12/18/14
Banda
Q

12-16-14
ENTERED
200
1662-3003

RESTAURANT LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.



AGD USE ONLY - APPLICATION # 938562 LOD _____

Application is for: New License / Change of Stock among existing members only / Change of Officers (no ownership interest)

Applicant is: Individual / Corporation / Partnership (General or Limited) / Limited Liability Company

NAME OF APPLICANT (company or individual) Charlie's Bakery & Cafe, Inc

ADDRESS (including city, state, zip) 715 Douglas Ave, Las Vegas, NM 87701-3946

TELEPHONE NUMBER OWNER 505 426-1921 EMAIL charliesbakery_cafe@hotmail.com

D/B/A name to be used: Same Phone number for licensed premises: 505 426-1921

Physical location where license is to be used: 713 - 717 Douglas Ave, Las Vegas, NM 87701-3946
(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: 715 Douglas Ave, Las Vegas, NM

Are alcoholic beverages currently being dispensed at the proposed location? Yes _____ No If yes, give license number and type _____

I, (print name) Charlie Sandoval, as (title) President being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant [Signature] Date 12-2-14

SUBSCRIBED AND SWORN TO before me this 2nd day of December, 20 14 by Charlie Sandoval

Notary Public [Signature] My Commission Expires 21 APR 15



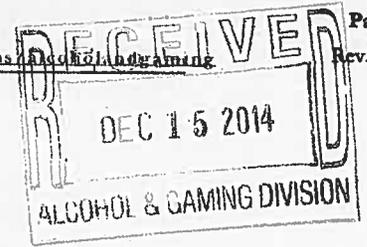
Local Governing Body of: _____ (City or County). Hearing held on _____ 20____

Check one: Approved _____ Disapproved _____ City/County Official _____



For Alcohol and Gaming Division Use Only

Approved _____ Disapproved _____ Director Approval _____ Date _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
 SS-60-6B-10

1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant Leased by Applicant (attach copy of deed or lease) _____ Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) Charlie Sandoval and Elizabeth Sandoval

B. Date and term of lease _____

3. Premises location is zoned (example C-1) C-2

If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church *(Property line of church to licensed premises—shortest distance).

Miles/feet 755 ft Name of church Methodist Church Address/location of church 715 National Ave

5. Distance from nearest school *(Property line of school to licensed premises—shortest distance).

Miles/feet 868 ft Name of school New Mexico Highlands University Address/location of school 803 National Ave

6. Distance from military installation *(Property line of military installation to licensed premises—shortest distance.)

Miles 125 miles Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge _____ Restaurant Package Grocery _____ Racetrack _____ Hotel _____ Other (specify) _____

ALCOHOL & GAMING DIVISION
2550 CERRILLOS ROAD
SANTA FE, NEW MEXICO 87505

POSTING CERTIFICATE

DISPENSER (FULL SERVICE)
 RESTAURANT (BEER/WINE ONLY)
 CANOPY (DISPENSER-C)
 OTHER:

RETAILER (PACKAGE ONLY)
 DISPENSER (ON PREMISE ONLY)
 INTER-LOCAL DISPENSER
 LOTTERY

LICENSE NUMBER /APPLICATION NUMBER:

APPL. NO. 938562

TRANSFER OF OWNERSHIP & LOCATION
 TRANSFER OF OWNERSHIP ONLY

TRANSFER OF LOCATION ONLY
 NEW LICENSE

TRANSFERRED FROM: _____

CURRENT LOCATION: _____

TRANSFERRED TO:/APPLICANT: _____

PROPOSED LOCATION: 715 DOUGLAS AVENUE, LAS VEGAS, NM

PROPOSED BUSINESS NAME CHARLIE'S BAKERY & CAFÉ, INC.

I CERTIFY THAT I HAVE POSTED THE REQUIRED NOTICE OF LIQUOR LICENSE PURSUANT TO SECTION 60-6B-2, NMSA, AND FURTHER CERTIFY AS FOLLOWS:

1. LOCATION POSTED IS WITHIN CORPORATE LIMITS OF: Las Vegas, nm
2. LOCATION POSTED IS IN UNINCORPORATED LIMITS OF: _____
3. DISTANCE FROM NEAREST CHURCH IS: 303 Ft
NAME OF CHURCH IS: Peace Lutheran Church
4. DISTANCE FROM NEAREST SCHOOL IS: 1 mile
NAME OF SCHOOL IS: Mike Jensen Grammar School
5. DISTANCE FROM NEAREST MILITARY INSTALLATION: 128 miles
NAME OF INSTALLATION IS: Rickland AFB
6. IF RURAL, DISTANCE FROM NEAREST EXISTING LIQUOR LICENSE IS:
BY PASSABLE ROAD: _____ BY STRAIGHT AIRLINE: _____
7. NOTICE POSTED ON:
 BUILDING
 BUILDING UNDER CONSTRUCTION
 BUILDING BEING REMODELED
 BILLBOARD
 NO BUILDING

DATE POSTED: 12/23/14

EXPIRATION DATE: 1/13/15

Jessica Sandqvist
APPLICANT'S SIGNATURE

[Signature]
S.I.D. SPECIAL AGENT SIGNATURE

PRINTED Jessica Sandqvist

PRINTED MA 550-55 6476



02 June 2014

City of Las Vegas
Community Development
Zoning
1700 N Grand Ave
Las Vegas, NM 87701

Dear Sirs:

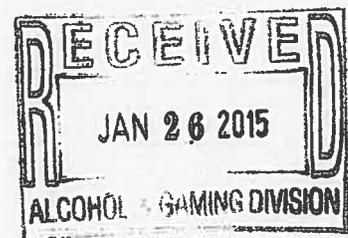
Charlie's Bakery & Cafe, Inc, dba Charlie's Spic & Span, is applying to the State of New Mexico for a Beer & Wine License for 713, 715 & 717 Douglas Avenue. We need your determination that the zoning for these locations is consonant with such a license.

We would also appreciate your help with any other steps we need to take with the City to make this application proceed smoothly. Our contact person for this application is John Goodwin, who may be reached at 575 760-4844.

Thank you for your assistance,

A handwritten signature in black ink, appearing to read "Charlie E Sandoval", with a large, sweeping flourish extending to the right.

Charlie E Sandoval
President





CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.

Mayor

MEMORANDUM

To: Casandra Fresquez, City Clerk

From: Benito A. Lujan
Benito A. Lujan Zoning/Licensing Supervisor

Date: May 20, 2015

RE: Application for Charlie's Bakery & Café, Inc, dba Charlie's Spic & Span Restaurant Beer/Wine License

This statement certifies that the premises located at 713, 715 & 717 Douglas Avenue Las Vegas, NM. Charlie's Bakery & Café, Inc, dba Charlie's Spic & Span is within a C-2 (Central Business District). The service of alcohol beverages at the aforementioned premises is allowed under the applicability of the City Zoning Code. Charlie's Bakery & Café, is 766 ft away from the Methodist Church and 406 ft away from Highlands University. However, I did verify these distances with Google maps. Charlie's Bakery & Cafe is not within 300 ft of a church, or a school which is a determining factor of the New Mexico Regulation Department, Alcohol and Gaming Division. This location meets zoning and distance requirements as mandated in the New Mexico State Statues.

If you have any questions or require further information please feel free to call me at Ext.3275.

XC: Elmer Martinez, City Manager

Lindsey Valdez, Community Development Director

Dave Romero, City Attorney

Juan Montano, Chief of Police

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

City Clerk's Office

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Las Vegas, New Mexico will conduct a public hearing on Wednesday June 24, 2015 at 6:00 p.m. in the City Chambers, 1700 N. Grand Avenue. The City Council will hear any and all protests and determine whether to approve or disapprove an application for a New Restaurant (Beer/Wine Only) Liquor License submitted by Charlie's Bakery & Café, Inc., DBA Charlie's Bakery & Cafe, 715 Douglas Avenue, Las Vegas New Mexico 87701. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 1700 N. Grand Avenue, prior to the hearing.

Casandra Fresquez, City Clerk

Publish: Las Vegas Daily Optic Wednesday June 10, 2015 and Wednesday June 17, 2015.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/15/15

DEPT: Community Development

MEETING DATE: 6/24/15

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

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of 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.

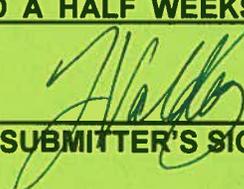
STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Approved to form 1-26-15

**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 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 toward full occupancy at DeeBibb Industrial Park, to include assisting any business expansion opportunities.
 - a. Contractor shall report quarterly on the status of the project.
2. Contractor shall work with the City Community Development Department and others to identify funding for roads and drainage at DeeBibb Industrial Park to provide a more stable infrastructure to support expansion and development.
 - a. 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 shall make application to various funding agencies to support economic development.
 - 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 to 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. Contractor shall present the quarterly report to the governing body at the next available meeting following submission to the Community Development Department.

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, 2015**. 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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/15/15 DEPT: Executive MEETING DATE: 6/24/15

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

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of establishing a Solid Waste Department and 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 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.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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



**ELMER J. MARTINEZ
CITY MANAGER**

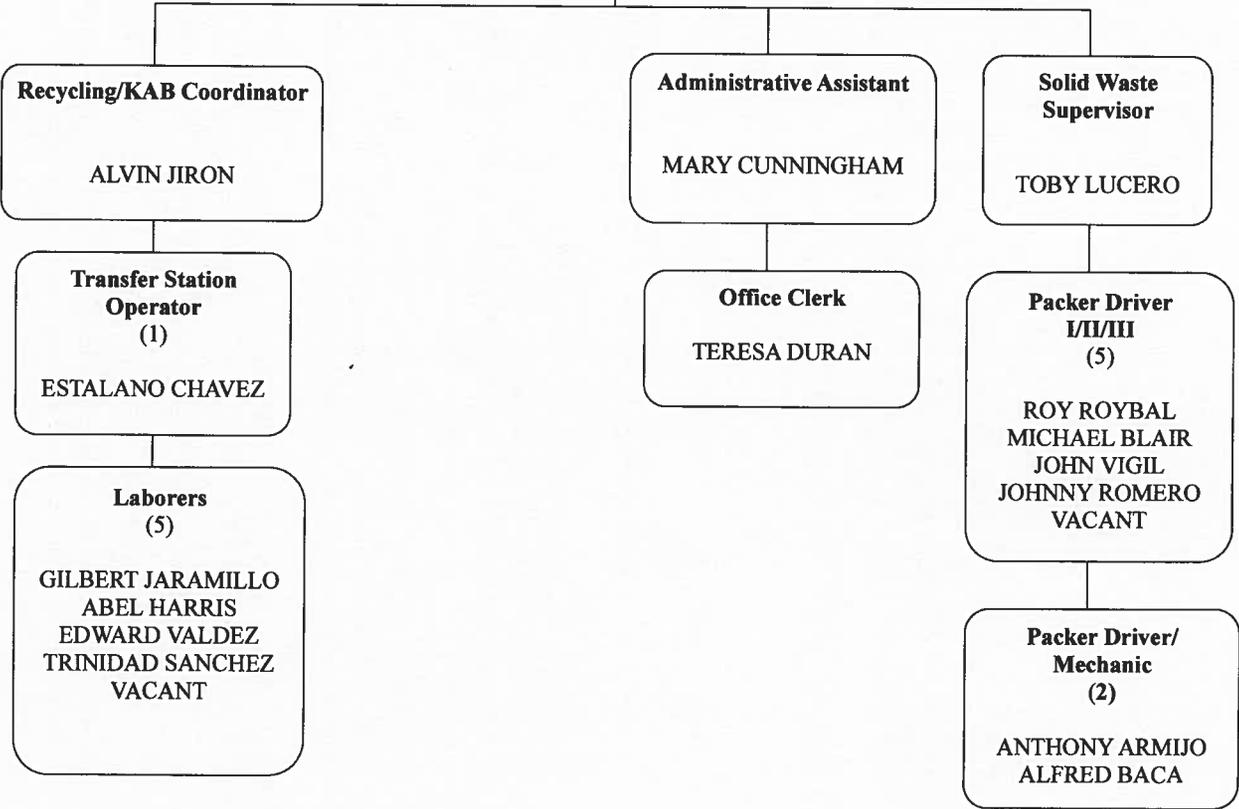
**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**

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

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

SOLID WASTE DEPARTMENT

Solid Waste Director
MATHEW GRIEGO



June 20115

City of Las Vegas Job Description

JOB TITLE: Solid Waste Director **Job Code:**
PAY GRADE: 45
DEPARTMENT: Solid Waste
SUPERVISION GIVEN: General

PURPOSE & NATURE OF THE JOB:

This is a Department Director level position and performs under the direct supervision of the City Manager. This position is an at-will position appointed by the City Manager, subject to approval by the Governing Body. Dismissal is according to the City Charter.

This is a highly responsible professional position under the direct management of the City Manager. Work involves the overall supervision and administration of the solid waste collection, disposal and recycling systems. This position involves planning, budgeting, operation, maintenance, and expansion of the solid waste service.

Work is performed in accordance with accepted professional standards. Work requires application of a specialized body of experience. Work originates from the day-to-day functions of the solid waste service systems, as well as from special needs of the community to include recycling services and the Keep America Beautiful or similar program. The person in the position exercises independent judgment and analysis in carrying out of duties and duties. Work is reviewed through actual observations and review of reports. Work requires extensive contact with solid waste service customers, the general public, City departments, making presentations before the governing body and to other governmental and private entities.

DESCRIPTION OF THE TASKS PERFORMED:

- Reports directly with the City Manager in making operational and facility recommendations and improvements to the Solid Waste Service system
- Reviews and prepares activity reports and confers with personnel to determine work programs, schedules and evaluations.
- Assures operation and employees are in compliance with all safety standards, requirements and regulations.
- Inspects work for accuracy and effectiveness.
- Monitors work progress, employee training and performance.
- Establishes training programs and oversees employees' development.

- Initiates and designs specifications for systems, materials and supplies to be used.
- Prepares statistical reports on a periodic basis regarding work performed by the department.
- Insures compliance with City, State and Federal policies and regulations.
- Is responsible for budget preparation, expenditures and management; assures compliance with procurement code.
- Is responsible for the resolution of customer complaints.
- Manages solid waste services and oversees facility planning, budgeting, operation, maintenance, and expansion issues.
- Oversees the recycling program and the Keep America Beautiful program and associated community operations and initiatives.
- May be assigned to develop or coordinate special projects or programs.
- Performs other related work as assigned.

DESCRIBE MACHINES, TOOLS, EQUIPMENT AND WORK AIDS USED:

Office equipment such as computer, electronic printers, calculator, telephone equipment, two-way radios, hard hat.

GENERAL EDUCATION REQUIREMENTS:

High school diploma or equivalent and post secondary environmental or solid waste related degree, prefer BA in related field or two (2) years of experience relating to solid waste collection and disposal systems.

SPECIAL VOCATIONAL REQUIREMENTS:

Experience: Must possess experience in programs administration

Ability to plan, recommend and implement policies. Ability to prepare and present reports and employment policies. Ability to prepare and present reports in a clear and concise manner. Ability to gather, organize and analyze data. Ability to direct and supervise the work of others. Ability to communicate effectively. Ability to drive City vehicles safely and efficiently. Ability to establish and maintain effective working relationships with employees and general public. Knowledge in the operations of the solid waste collection and disposal systems. Knowledge of the principles and practices of public administration. Knowledge of management principles and practices.

NECESSARY SPECIAL REQUIREMENTS:

Must possess and maintain a valid driver's license issued by the State of New Mexico. Must be insurable by City's insurance carrier.

WORK ENVIRONMENT:

Work is performed primarily in an office setting 95 % of the time. Working surface is on even, flat, hard and/or carpeted areas. The employee may occasionally work in outside in inclement weather.

PHYSICAL REQUIREMENTS:

Mobility factors; walks 5 % of the time, Climbs stairs 2 % of the time, stands 13 % of the time and sits 80 % of the time.

SPECIFIC

MOVEMENTS:

May include walking, climbing stairs, sitting and standing.

TRUNK:

Bends occasionally

ARMS:

Reaches, works with arms regularly life and/or move up to 25 lbs and occasionally life and/or move up to 100 lbs.

LEGS:

Bends, kneels, squats and walks.

HANDS:

Gross dexterity, occasionally grasp/manipulate, frequent speed required, occasionally bilateral coordination, eye/hand coordination.

This job description is presented and executed by the Employee and the City Manager. .

Employee

Date

City Manager

Date

UPDATED: June2015

Job Code	Solid Waste	Range	Actual Salary	SALARY STEP																								
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
1306	Solid Waste Director	45		22.23	22.67	23.13	23.59	24.06	24.54	25.03	25.54	26.05	26.57	27.10	27.64	28.19	28.76	29.33	29.92	30.52	31.13	31.75	32.38	33.03	33.69	34.37	35.05	35.76
				46,238	47,154	48,110	49,067	50,045	51,043	52,062	53,123	54,184	55,266	56,368	57,491	58,635	59,821	61,006	62,234	63,482	64,750	66,040	67,350	68,702	70,075	71,490	72,904	74,381

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/15/15

DEPT: Community Development

MEETING DATE: 6/24/15

ITEM/TOPIC:

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

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of recommendation to enter into agreement with MainStreet de Las Vegas, a New Mexico non-profit corporation, 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.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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

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



**ELMER J. MARTINEZ
CITY MANAGER**

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

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

Approved to form 1-26-15

**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 **\$35,000** 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 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.
6. 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 **eight thousand seven hundred and fifty dollars (\$8,750.00) each quarter**. The first payment is due with a signing of the contract and shall be deemed to cover the period from **July 1, 2015, to September 30, 2015**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for \$8,750.00 with each quarterly report. The first such report shall be submitted on **July 1, 2015**. Subsequent reports shall be submitted in the month following the end of the calendar quarter throughout the term of this contract. With proper notice, the Contractor may be requested to present at a meeting of the governing body on the status/progress of this Contract. Payment will be made to the Contractor within ten (10) days of the approval of invoices.

Office space 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