



# CITY OF LAS VEGAS

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

**ALFONSO E. ORTIZ, JR.**

Mayor

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL AGENDA  
November 19, 2014–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 (October 8, October 15<sup>th</sup>, 2014)**
- VII. **MAYOR’S APPOINTMENTS/REPORTS**
- VIII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
  - Recognition of the City of Las Vegas Retirees
- IX. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- X. **CITY MANAGER’S REPORT**
- XI. **FINANCE REPORT**
- XIII. **CONSENT AGENDA**  
**(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)**

1. Approval of Resolution 14-67 supporting participation in the all hazards multi-jurisdictional mitigation planning process and adoption of the all hazards multi-jurisdictional mitigation plan.

***Dennis English, San Miguel County and City of Las Vegas Office of Emergency Management*** The multi-jurisdictional hazard Mitigation Plan is designed to protect people and property from the effects of natural and human-caused hazards.

2. Approval to Award Request for Bid No. 2015-04 for Milk products to Creamland Dairies for Senior Center(s).

***Annette Ortega, Senior Citizen Center Manager*** Request for Bid(s) No. 2015-04 for milk products were opened on September 25, 2014. One (1) Bid was received for this product. Creamland Dairies met all bid requirements.

3. Approval of Resolution #14-68 Budget Adjustment Resolution.

***Ann Marie Gallegos, Finance Director*** The City is in need of increasing or decreasing the FY 2015 budgeted revenues or expenditures, transfer in or transfers out within various funds.

4. Approval to award Request for Bid No. 2015-06 for the E. Romero Fire Station Renovation Phase Two-Rebid to Northeastern Construction.

***Chris Cavazos, Project Manager*** Bids for the E. Romero Fire Station Renovation-Phase Two-Rebid, for renovation of building to be used as a fire fighting museum and administrative offices were opened on October 9, 2014. Northeastern Construction met all specifications and licensing requirements as certified by the architect.

5. Approval of the following selected priorities to be submitted for Legislative consideration: Bradner Dam Expansion, Recreation Community Center Emergency Repairs, and Peterson Dam Rehabilitation.

***Matt Griego, Interim Community Development Director*** Council ranked legislative priorities from the top fifteen (15) ICIP priorities and selected the following projects: Brander Dam Expansion, Recreation Community Center Emergency Repairs and Peterson Dam Rehabilitation as projects to be submitted for Legislative consideration.

6. Approval to purchase a 50 ton capacity trailer.

**Ken Garcia, Utilities Director** The Water division seeks to purchase a 50 ton capacity low boy trailer under NM State Purchasing Agreement Number 30-805-13-10089, expiring on September 11, 2015. The cost of the trailer is \$92,100.00 and has been budgeted for FY 2015.

7. Approval of billing adjustment and credit for Alta Vista Regional Hospital.

**Ken Garcia, Utilities Director** The automated meter reading register that was installed at 104 Legion Drive was incorrect because of the installation of the meter. The flow through the meter was incompatible with the register which resulted in a billing error. Due to the error, Alta Vista Regional Hospital is due a credit in the amount of \$54,640.71.

#### **XIV. NEW BUSINESS**

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a Transfer of Ownership for Castaneda Bar LLC, DBA Castaneda Bar located at 524 Railroad Avenue Las Vegas, New Mexico 87701, License #0086.

**Casandra Fresquez, City Clerk** A transfer of ownership for liquor license was submitted by Castaneda Bar LLC for 524 Railroad Avenue. The present owner of the license is Marie Tenorio Eldh & Donald P. Eldh.

2. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance #14-08 amending the Official Zoning Map from a General Commercial Zone (C-3) to a Mixed Residential Zone (R-3) for property located at 807 Railroad.

**Matt Griego, Interim Community Development Director** On October 27, 2014, the Las Vegas Planning & Zoning Commission considered an application submitted by Michael Urioste for an amendment to the zoning map. The proposed amendment would change the property known as 807 Railroad from a C-3 to an R-3 which would allow purchaser to utilize property as a residential property.

3. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance #14-09 amending the Official Zoning Map from a Multi Family Zone (R-2) to a Mixed Residential Zone (R-3) for property located at 2317 Romero Street.

**Matt Griego, Interim Community Development Director** On October 27, 2014, the Las Vegas Planning & Zoning Commission considered an application submitted by Dorothy Aragon for an amendment to the

Zoning map. The proposed amendment would change the property known as 2317 Romero Street from an R-2 to an R-3, which would allow purchaser to utilize property as a residential property.

4. Approval/Disapproval of City Manager's recommendation on appointment of a Community Development Director.

***Elmer J. Martinez, Acting City Manager*** In accordance with the City of Las Vegas, New Mexico Municipal Charter Section 5.07 (C) The City Manager shall appoint department directors, subject to the approval by the Governing Body. The position was advertised, and interviews were conducted for the Community Development Director.

5. Approval/Disapproval of Agreement with the Las Vegas/San Miguel Chamber of Commerce, Inc..

***Elmer J. Martinez, Acting City Manager*** The Chamber of Commerce is a non-profit organization whose purpose is to assist the business community. After review of community needs and recent frank discussions between Chamber Board members, Mayor and the City Manager as to the value and necessity of a Chamber of Commerce in Las Vegas, a decision was made to recommend a contract for services.

6. Approval/Disapproval of Resolution 14-66 borrowing loan funding from the Waste Water Replacement Reserve Fund.

***Ken Garcia, Utilities Director*** The City of Las Vegas Waste Water division would like to borrow money from the Replacement Reserve Fund set up through the Clean Water State Revolving Loan Fund in accordance with the attached resolution. This loan would have to be fully replenished by the City by terms of the attached resolution.

7. Approval/Disapproval to award Bid 2015-10 for Solid Waste tipping fees to GGH Wagon Mound and Estancia Valley Solid Waste Authority as an alternate.

***Ken Garcia, Utilities Director*** The City of Las Vegas Solid Waste division went out for competitive bids for tipping fees for municipal solid waste. There were a total of three bids received. Although GGH Wagon Mound was the low bid, the Solid Waste Division would like to award to both companies, this will allow Estancia Valley Solid Waste Authority to be utilized as an alternate.

8. Approval/Disapproval of Amendment 1 to the URS Contract #2825-14 (RFP 101-35) for the Raw Water Conveyance Project for additional engineering services.

***Ken Garcia, Utilities Director*** Amendment 1 addresses the changes associated with phasing the project to allow construction to begin in 2014. The amount of this amendment is \$1,145,229.00 and will be paid out of funding received for the Raw Water Conveyance project. This is amendment 1 to URS contract number 2825-14 with the original pre-tax amount of \$325,117.20. Engineering firm URS was hired through RFP 101-35.

9. Approval/Disapproval of Amendment 1 to the URS Contract #2716-14 (RFP 101-35) for the Bradner Reservoir Enlargement Project additional services.

***Ken Garcia, Utilities Director*** Amendment 1 addresses the additional services related to adding the containment dam and the additional alternatives. These services that have been or will be performed were not included in the Agreement dated August 7, 2013. The amount of this amendment is \$479,831.00 and will be paid out of funding received for the Bradner project. This is amendment 1 to URS contract number 2716-13 with the original pre-tax amount of \$1,917,578.00. Engineering firm URS was hired through RFP 101-35.

10. Approval/Disapproval of Amendment 2 to the URS Contract #2716-13 (RFP101-35) for the Bradner Reservoir Enlargement Project quarry test blast.

***Ken Garcia, Utilities Director*** Amendment 2 is for the test blast attenuation study to evaluate the effect of blasting (if any) on structures located in the vicinity of Bradner Dams and to evaluate the quality of the rock after it is blasted, placed and compacted. These services that have been or will be performed were not included in the Agreement dated August 7, 2013. The amount of this amendment is \$89,000.00 and will be paid out of funding received for the Bradner project. This is amendment 2 to URS contract number 2716-13 with the original pre-tax amount of \$1,917,578.00. Engineering firm URS was hired through RFP 101-35.

#### **XV. COUNCILORS' REPORTS**

#### **XVI. 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.**

**XVII. ADJOURN**

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION  
HELD ON WEDNESDAY OCTOBER 8, 2014 AT 5:30 P.M. IN THE CITY  
COUNCIL CHAMBERS**

**MAYOR:** Alfonso E. Ortiz, Jr.

**COUNCILORS:** Tonita Gurule-Giroñ  
Vince Howell  
Joey Herrera  
David L. Romero

**ALSO PRESENT:** Elmer J. Martinez, Acting City Manager  
Casandra Fresquez, City Clerk  
Dave Romero, City Attorney  
Eugene Garcia, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Ortiz Jr. asked for a moment of silence in appreciation of health.

**APPROVAL OF AGENDA**

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

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

David L. Romero	Yes	Tonita Gurle-Giroñ	Yes
Joey Herrera	Yes	Vince Howell	Yes

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

## **MAYOR'S APPOINTMENTS**

Mayor Ortiz advised he had none at the time.

## **MAYOR'S RECOGNITION/PROCLAMATION**

City Clerk Fresquez read the proclamation for Crop Walk to be presented to Mr. Ami and Ms. Valdez.

Mayor Ortiz Jr. spoke briefly regarding the issue of hunger in the community and the world.

## **PUBLIC INPUT**

Bob Wessely spoke to the governing body about New Mexico State Statute 3-23-4 that indicates any revenue generated by utility accounts are to be used for utility purposes only and in the past the City has received audit findings for trying to transfer money into the General Fund. Mr. Wessely spoke about a presentation given by Mayor Ortiz Jr. and Utility Director Garcia at a meeting by the Legislative Interim Committee on Water and Natural Resources. The presentation was regarding the progress of the Bradner Dam project that was funded.

Carlos Perea spoke to the governing body regarding the letter he received from City Attorney Romero that his youth football team was "kicked" out of the Commerce Street Field. Mr. Perea advised the Soccer League is not a City organization and his football team does not have a field to practice on and does not feel it is appropriate that the field is designated for one particular sport.

## **CITY MANAGER'S INFORMATIONAL REPORT**

Acting City Manager Martinez advised there will be modifications in the structure of the agenda. Acting City Manager Martinez advised the structure will help identify consent agenda items to alleviate the confusion of consent items and items that needed further discussion. The governing body will still have the authority to remove an item from the consent if they felt the item could use more discussion.

Councilor Gurule-Giroń thanked Acting City Manager Martinez and City Clerk Fresquez for bringing this structural change to the governing body and feels it will help with any confusion and provides information to the public on the items.

Acting City Manager Martinez advised he has been working with the Community Development Department to arrange a meeting with the Lodger's Tax Board to review their budget regarding what they anticipate to accrue in revenue and what

they anticipate in expenditures, make a recommendation to the governing body and develop an RFP.

Questions and discussion took place regarding the Lodger's Tax and its process.

Acting City Manager Martinez advised the City received a preliminary report regarding the Recreation Center roof and based on the report it will exceed one million dollars for the repair to the facility. Acting City Manager Martinez advised he was pleased with their analysis of the facility and there were a few minor details in the report that are to be included and added. The Recreation Center has been moved up the ICIP and Acting City Manager Martinez will be discussing with the governing body options to locate funding.

Questions were asked about the amount the insurance would cover the cost of the repair.

Acting City Manager Martinez advised the analysis of the structure revealed the structural beams would not need to be replaced which would have been a considerable cost, the beams will just need to be sandblasted and recoated.

Acting City Manager Martinez advised the audit process was underway and he has had several meetings with the auditors and they are pleased with the process.

Acting City Manager Martinez advised City Clerk Fresquez has taken the lead on revising the City vehicle usage policy and should have a final draft soon.

Questions were asked about the audit and if the City has lost grant funding and if the grants were being spent in a timely manner. Questions and discussion took place regarding the take home policy and cost analysis. A report was asked for that would show the cost of cell phones and cell phone stipends paid for by the City.

## **PRESENTATIONS**

### **1. Presentation of the Landfill Closure.**

Utilities Director Garcia gave a presentation to the governing body regarding the Landfill closure project. Utilities Director Garcia advised the landfill is located northwest of the City of Las Vegas and began operating in 1977 until its closure in 1999. The City has been conducting closure activities at the landfill since 1994. Utilities Director Garcia advised as required by the New Mexico Solid Waste Regulations (20.9 NMAC), the City has installed numerous soil borings and monitoring wells at the landfill site and conducted ground water monitoring. During ground water monitoring at the site, contaminants have been detected at

concentrations in excess of state and federal standards for a variety of contaminants.

In response to requirements of the New Mexico Environment Department, Solid Waste Bureau (NMED-SWB), Souder, Miller and Associates completed an assessment of corrective measures report on 2005. This report describes site conditions, evaluates alternatives for closure and remediation of the landfill site, and proposes corrective measures, which were approved by the NMED-SWB in January 2008. The corrective measures to be conducted include a French drain at the toe (southern margin) of the landfill to collect leachate from the landfill, which will be discharged to the city sewer. Utilities Director Garcia further explained that in conjunction with construction of the French drain, the surface of the landfill will be re-graded in places to ensure positive drainage. The pond located at the head (northern margin) of the landfill will also be re-graded to be free draining, thus limiting the potential for infiltration of water into the landfill. Utilities Director Garcia advised the final design of the corrective measures have been completed, with plans currently in review by the NMED-SWB. Following approval, project construction is expected to be completed by the end of 2014. Following construction, additional monitoring wells will be required to be constructed to monitor groundwater quality down-gradient of the French drain. The post-closure monitoring and maintenance period for the landfill will be 30 years. Utilities Director Garcia gave an overview of the discussions that took place between the City and the Land Grant regarding the landfill property.

Questions were asked if the money for the project had already been encumbered into the current budget and the status of the City's current loan debts.

Utilities Director Garcia advised the bond money for the project has already been secured.

## 2. Buxton Informational Report.

Interim Community Development Director Matt Griego advised the City contracted with Buxton Analytics to analyze the spending habits of citizens living in Las Vegas. Buxton has completed its analytics portion of their deliverable and Community Development staff has completed the reporting aspect of the partnership. Buxton has identified 20 retailers that match the retail threshold of the buying propensity of our citizens. Interim Community Development Director Griego gave a brief summary of what a retail leakage and surplus analysis was and explained the businesses that were identified to work in the community. Interim Community Director Griego listed the retailers that were identified to be matches for the community, the list included: A&W Restaurant, Albertsons, Applebee's, Big 5 Sporting Goods, Burke's Outlet Store, Carmike Cinema, Cherry Berry, Chili's, Churchs Chicken, CVS, Denny's, GNC, Home Depot,

Homeland, IHOP, Long John Silvers, Quick Lane, Safeway, Western Sizzlin and Whataburger.

Questions were asked how these retailers would affect the retailers and smaller businesses in the community for example the local pharmacies if a CVS was brought in.

Interim Community Development Director Griego advised there is a surplus of healthcare in the community, Las Vegas is the hub of the Northeast, and area communities use the hospital and pharmacies. Healthcare is the only retailer that the community has a surplus of rather than leakage. Interim Community Development Director Griego advised Buxton has sent out letters to the identified retailers that they have been matched with the City of Las Vegas.

Discussion took place how bigger restaurant businesses would hurt the smaller community restaurants and how a list of the items that are purchased outside of Las Vegas should have been provided and possibly been given to local retailers to look into selling those items. There was a lot of concern for the local smaller businesses.

Interim Community Development Director Griego advised the report provided by Buxton identifies every item that is purchased in and around Las Vegas.

Acting City Manager Martinez advised he is envisioning the EDC working alongside with Buxton and the local retailers.

Discussion took place regarding the effect on the smaller local businesses.

## **DISCUSSION ITEMS**

### **1. Agreement with Casa De Samaritan Shelter.**

Acting City Manager Martinez advised the Casa De Samaritan Shelter is a non-profit organization who provides services (food and shelter) to the homeless and people in need in the City of Las Vegas. The agreement is up for renewal and Acting City Manager Martinez is recommending the amount of funding be increased to \$15,000 rather than the \$10,000 from the previous year. Acting City Manager Martinez advised homelessness is a big concern of the community.

Ms. Quintana of Casa De Samaritan Shelter gave the governing body an overview of the services that they provide at the shelter for those in need.

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

### **2. Agreement with State of New Mexico Children, Youth and Families Department.**

Acting City Manager Martinez advised on May 15, 2014 the City of Las Vegas submitted a grant application to be the Fiscal Agent and administer a \$71,721 grant from Children, Youth and Families Department to improve the Juvenile Justice System and decrease juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

San Miguel County Detention Center Warden Patrick Snedeker and Juvenile Justice Continuum Coordinator Yolanda Cruz spoke to the governing body regarding the objective of the Juvenile Justice System is to provide cost effective services and temporary, non-secure alternatives to detention in San Miguel County for youth who have been arrested or referred to the juvenile probation office or are at-risk of such referral. Ms. Cruz gave a brief overview of the program as a whole and the purpose of the grant application.

Questions and discussion took place on the development of the advisory board and responsibility of the City of Las Vegas as the fiscal agent.

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

### 3. Agreement with MainStreet de Las Vegas.

Acting City Manager Martinez advised MainStreet de Las Vegas is a non-profit organization whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally. Acting City Manager Martinez advised the City has an MOU with the State of New Mexico which has the City agreeing to allocate \$35,000 in funding to MainStreet de Las Vegas to implement projects. Acting City Manager Martinez advised there were some errors in the financial numbers, in the past had provided \$30,000 cash and \$5,000 in-kind services which included space at the Depot. This year the City is working to allocate the full \$35,000 in cash and the in-kind services to remain as use of the facility at the Depot. Acting City Manager Martinez gave a breakdown of how the funding is allocated.

Cindy Collins of MainStreet briefly spoke about the projects and grants that are being worked on for the community.

Discussion took place on the changes that would be made to the agreement before the regular meeting.

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

### 4. Resolution #14-64, supporting MAP-7647(910).

Interim Public Works Director Chris Cavazos advised a resolution is required to support the Municipal Arterial Program Cooperative Agreement. Interim Public

Works Director Cavazos explained the process for the grant agreement and need for resolution approval and the percentage of funding received and City match.

Questions were asked if the agreement for funding was for street improvements and if the application would meet the deadline.

Interim Public Works Director Cavazos advised the funding is for street improvements and while the deadline is quickly approaching, the department has been working very closely with the Department of Transportation.

Councilor Howell asked if there would be a possibility to have discussion at an upcoming work session to discuss the condition of the sidewalks.

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

5. Resolution #14-65, supporting COOP-SP-15(957).

Interim Public Works Director Cavazos advised a resolution is required to support the Cooperative Agreement.

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

Councilor Herrera made a motion to go into Executive Session to discuss personnel matters and negotiations of property matters. Councilor Howell seconded the motion.

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

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

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

### **EXECUTIVE SESSION**

Councilor Herrera made a motion to reconvene into regular session and only matters pertaining to personnel and property negotiations were discussed and no action was taken. Councilor Gurule-Giroń seconded the motion.

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

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

City Clerk Casandra 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 a roll call. Roll call was taken and reflected the following.

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

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

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Mayor Alfonso E. Ortiz, Jr.

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD  
ON OCTOBER 15, 2014 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS**

**MAYOR:** Alfonso E. Ortiz, Jr.

**COUNCILORS:** Tonita Gurule-Giroñ  
Vincent Howell  
David L. Romero  
Joey Herrera

**ALSO PRESENT:** Elmer Martinez-Acting City Manager  
Casandra Fresquez-City Clerk  
Dave Romero-City Attorney  
Eugene Garcia-Sergeant at Arms

**CALL TO ORDER**

Mayor Alfonso E. Ortiz, Jr. called the meeting to order at 6:03 p.m.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Ortiz, Jr. asked for a moment of silence to recognize that life is precious and that we have many opportunities to do good things for the community, our families and for ourselves.

**APPROVAL OF AGENDA**

Councilor Gurule-Giroñ made a motion to approve the agenda as is with recommended change of consent agenda items one through five. Councilor

Howell and Councilor Romero 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	Yes

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 September 10<sup>th</sup>, 17<sup>th</sup>, and 30<sup>th</sup>, 2014. Councilor Gurule-Giroń seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

### **MAYOR'S APPOINTMENTS**

Mayor Ortiz, Jr. advised there were no appointments at this time.

### **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

City Clerk Fresquez read a proclamation proclaiming that October 20<sup>th</sup> through 24<sup>th</sup> 2014 as Red Ribbon Week in the City of Las Vegas recognizing Enrique (Kiki) S. Camarena on his heroic efforts to keep drugs out of the United States.

Corrine Dominguez Board President of the Family Justice Center introduced herself and advised she was present to accept the proclamation.

City Clerk Fresquez read a proclamation proclaiming October 2014 as Domestic Violence Awareness month in the City of Las Vegas and to call upon the community to join in showing our appreciation to the Tri County Family Justice Center for their contributions and dedication in the community.

Mayor Ortiz, Jr. expressed his thanks for the hard work and dedication by the Family Justice Center and presented the proclamation to Ms. Corrine Dominguez.

Ms. Dominguez spoke briefly about the importance and the success of the program and thanked everyone for their support.

## **PUBLIC INPUT**

Mr. Bob Wesley briefly spoke on his views regarding Economic Development and the steps needed to be taken for a more vibrant economy relating to the water needs of potential businesses.

Mr. Bruce McAllister expressed his thoughts on how pleased he was with the progress that the City of Las Vegas has made on making the city a more vibrant community.

## **CITY MANAGER'S REPORT**

Acting City Manager Elmer Martinez advised there would be a Water Informational Meeting on October 23, 2014 at 10:00 a.m. to 2:00 p.m. at the Student Union Building on Highlands University Campus to report on the progress of current water projects.

Acting City Manager Martinez gave a brief overview to Council on the Administrative Regulations regarding the hiring process.

Acting City Manager Martinez gave an account summary on the Lodger's Tax Budget Report.

Councilor Gurule-Giroń had questions on the cash balance regarding expenditures on the Lodger's Tax Budget.

Acting City Manager Martinez addressed the questions regarding the cash balance of the Lodger's Tax Budget.

Discussion took place on approval of the Lodger's Tax Board recommendations, RFP's and the approval process. Lodger's Tax Budget expenditures were also a topic of conversation.

Councilor Gurule-Giroń had questions and concerns on the finalization of the Brand implementation and on the automatic renewal clause in the Buxton contract.

Acting City Manager Martinez addressed the questions and concerns of Councilor Gurule-Giroń.

Mayor Ortiz, Jr. advised that alongside with council he is in support of the Lodger's Tax Committee on the work they are doing and explained the importance of learning the process in order to work hand in hand to promote their recommendations.

## **PRESENTATIONS**

Fort Union National Monument Superintendent Charles Strickfaden gave a presentation on educational and tourist activities available at the Fort Union National Monument. Mr. Strickfaden spoke about the missions and goals for the upcoming year.

City of Las Vegas Events Planner/Film Liason Annette Velarde made a presentation on the final report for the 2014 Fourth of July Fiestas.

Councilor Gurule-Giroń had questions on the total of overtime costs and the amount budgeted for the Fiestas.

Acting City Manager Martinez addressed the questions on expenditures and advised he would obtain overtime costs at a later date.

Councilor Howell expressed that he enjoyed the Fiestas this year and requested to see a comparison of the budget to actual expenses and also an assesment of outside vendors verses local vendors.

Discussion took place of expenses of several expenditures for the 4<sup>th</sup> of July Fiestas and the different views and feedback from local vendors regarding vendor fees.

Acting City Manager Martinez thanked City staff and volunteers for all their hard work in making the 4<sup>th</sup> of July Fiestas a success.

## **FINANCE REPORT**

Finance Director Ann Marie Gallegos presented the finance report ending September 2014. Finance Director Gallegos advised that the revenue for the General Fund was at twenty two percent and expenditures came in at twenty six percent.

Councilor Gurule-Giroń had a questions and concerns regarding gross receipts tax and monitoring expenditures.

Finance Director Gallegos addressed the questions and concerns asked by Councilor Gurule-Giroń.

Councilor Gurule-Giroń questioned the status of the reclassification of the pay plan.

Acting City Manager advised there was not a deadline date set since Gus Cordova was still working on comparables with several other communities but would inform council with the information requested at a later date.

Councilor Howell had questions on increases and decreases of several departments on the General Fund expenditures.

Finance Director Gallegos gave a detailed explanation on the increases and decreases on the particular departments.

Finance Director Gallegos advised that Recreation Department revenue was at twenty one percent and expenditures were at twenty five percent. Finance Director Gallegos advised that Enterprise Fund revenue was at twenty percent and expenditures came in at nineteen percent.

Councilor Howell asked if Solid Waste trash vehicles were operational and was concerned about the budget for vehicle maintenance.

Acting City Manager Martinez advised that the Solid Waste Department expenditures were going towards maintenance and equipment needed in the department.

Discussion took place on concerns regarding the maintenance on the Solid Waste vehicles.

**CONSENT AGENDA**

City Clerk Fresquez read the consent agenda Business Items into the record to include Business Items one through five.

1. Approval of Agreement with Casa De Samaritan Shelter.
2. Approval of Agreement with the State of New Mexico children, Youth and families Department.
3. Approval of Agreement with MainStreet De Las Vegas.
4. Approval of Resolution #14-64 supporting MAP-7647 (910).
5. Approval of Resolution #14-65 supporting COOP-SP-4-15(957).

Councilor Gurule-Giroń made a motion to approve consent agenda as read into record and also wanted to commend City Clerk Fresquez and Acting City Manager Martinez for putting agenda together. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

**NEW BUSINESS**

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a Transfer of Ownership for HSLC Licenses, LLC DBA HSLC Licenses located at 2607 7<sup>th</sup> Street, Las Vegas, New Mexico 87701, License #0837.

Councilor Gurule-Giroń made a motion to go into public hearing. Councilor Romero 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
Tonita Gurule-Giroń	Yes	Vincent Howell	Yes

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. Casandra Fresquez , Matt Griego and Mr. and Mrs. Kenny Ross were sworn in.

City Clerk Casandra Fresquez advised a transfer of ownership for liquor license was submitted by HSLC Licenses, LLC for 2607 7<sup>th</sup> Street. The current owner and location of the license is Ross Oil Co. Inc., DBA Ross One Stop, 700 Grand Avenue. City Clerk Fresquez advised all requirements were met and recommended to approve the transfer.

Kenny Ross owner of Ross Oil Co. encouraged the approval of the transfer and expressed that it would be greatly appreciated.

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

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

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

Councilor Howell made a motion to approve of application requesting a Transfer of Ownership for HSLC Licenses, LLC DBA HSLC Licenses located at 2607 7<sup>th</sup> Street, Las Vegas, New Mexico 87701, License #0837. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

2. Conduct a Public Hearing and Approval to Adopt Ordinance #14-06 amending the Official Zoning Map from a General Commercial Zone with a Cultural Historic Overlay (C-1/CH) to a Single Family Residential Zone with a Cultural Historic Overlay (R-1/CH) for property located at 719 6<sup>th</sup> Street.

Councilor Gurule-Giroń made a motion to go into public hearing. 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
Tonita Gurule-Giroń	Yes	David L. Romero	Yes

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. Matt Griego was sworn in.

Interim Community Development Director Matt Griego advised that on August 25, 2014, the Las Vegas Planning & Zoning Commission considered an application submitted by Elia Joseph Fasanella (Petitioner/Applicant) and Frank & Janet Hausler (owners) for an amendment to the Zoning map. The proposed amendment would change the property known as 719 6<sup>th</sup> Street from a C-1/CH to an R-1/CH, which would allow purchaser to utilize property as a residential property instead of a commercial property.

Councilor Howell asked for clarification of the status of the buyer’s situation.

Interim Community Development Director Griego explained the situation to Councilor Howell.

Councilor Gurule-Giroń asked if there was any opposition from the neighbors regarding the change of the property.

Interim Community Development Director Griego informed that there were no oppositions.

Councilor Gurule-Giroń made a motion to close the public hearing, to accept the record proper and to reconvene into regular session. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Howell made a motion to approve to Adopt Ordinance #14-06 amending the Official Zoning Map from a General Commercial Zone with a Cultural Historic Overlay (C-1CH) to a Single Family Residential Zone with a Cultural Historic Overlay (R-1/CH) for property located at 719 6<sup>th</sup> Street. Councilor Herrera 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	Yes

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

3. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance #14-07 amending the Official Zoning map from a General Commercial (C-3) to a Mixed Residential (R-3) for a portion of property located at 2335 North Grand Avenue.

Councilor Gurule-Giroń made a motion to go into public hearing. 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
Tonita Gurule-Giroń	Yes	David L. Romero	Yes

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. Matt Griego was sworn in.

Interim Community Development Director Matt Griego advised that on August 25, 2014, the Las Vegas Planning and Zoning Commission considered an application submitted by Angela Sanchez for amendment to the Official Zoning map. The proposed amendment would change the zoning of approximately 20,000 feet of a 7.50 acre tract of land owned by Angela Sanchez from a C-3 to an R-3, which would allow for the site to be brought into compliance with the current City Code. Currently Ms. Sanchez has two residences on the property and previously there were three residences on the property, which is not allowed under the C-3 zoning. Ms. Sanchez wants to re-zone only a portion of the property, so as to be in compliance with current City Ordinances and be allowed to replace the third home on the property.

Discussion took place regarding the amendment for the additional square footage on the property.

Acting City Manager Martinez advised that the proposed amendment was in accordance with Section 451-15 of the Code.

Councilor Gurule-Giroń made a motion to close public hearing, to accept the record proper with the amended changes and recommendations, Acting City Manager Martinez' recommendation and to reconvene into regular session. Councilor Howell and Councilor Romero 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	Yes

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

Councilor Herrera made a motion to approve to Adopt Ordinance #14-07 amending the Official Zoning map from a General Commercial (C-3) to a Mixed Residential (R-3) for a portion of property located at 2335 North Grand Avenue. Councilor Gurule-Giroń 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
Tonita Gurule-Giroń	Yes	Vincent Howell	Yes

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

4. Approval/Disapproval to appoint a Public Works Director.

Acting City Manager Martinez advised that as per the City of Las Vegas Municipal Charter, the City Manager shall appoint department directors subject to the approval by the Governing Body. Acting City Manager advised that advertising and interviews took place for the Public Works Director position and added that the interview committee recommended appointing Martin Gonzales to the position of Public Works Director.

Councilor Gurule-Giroń commended Acting City Manager and the interview committee on the process of hiring for the Public Works Director and thanked him for bringing it to council. Councilor Gurule-Giroń made a motion to approve to appoint Martin Gonzales as Public Works Director. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Acting City Manager Martinez expressed his gratitude to Mr. English and Mr. Vigil who participated in the hiring process and also thanked Chris Cavazos for his service in the Public Works Department. Acting City Manager Martinez advised that Mr. Gonzales would attend the next council meeting to discuss his credentials and experience.

Mayor Ortiz, Jr. thanked Mr. Cavazos for his hard work as Interim Public Works Director and for help in the hiring process and added how well the governing body was working together.

**COUNCILORS' REPORT**

Councilor Gurule-Giroń advised that she was looking forward to getting Martin Gonzales on board and took this opportunity to thank Chris Cavazos for his hard work as Interim Public Works Director.

Councilor Howell thanked Mr. Ross for his efforts in the cleanup of the Inn of Las Vegas and expressed his gratitude to Chris Cavazos for all of his hard work.

Mayor Ortiz, Jr. encouraged everyone to attend the meeting to be held at New Mexico Highlands University regarding the status of several water projects including the Bradner Dam project.

**ADJOURN**

Councilor Herrera made a motion to adjourn. Councilor Gurule-Giroń 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
Tonita Gurule-Giroń	Yes	Vincent Howell	Yes

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

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Mayor Alfonso E. Ortiz, Jr.

ATTEST

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Casandra Fresquez, City Clerk

**GENERAL FUND REVENUE COMPARISON**  
**THRU OCTOBER 31, 2014 - 33% OF YEAR LAPSED (4 of 12 months)**  
**FISCAL YEAR 2015**

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2014	FY 2015	FY 2015	FY 2014	FY 2015	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	FY 2015
						% REV
PROPERTY TAX	1,273,369	1,350,000	337,500	1,400,468	110,012	8%
GROSS RECEIPT TAX 1.226	3,525,000	3,550,000	887,500	3,637,191	1,146,134	32%
FRANCHISE TAX	800,000	800,000	200,000	824,764	239,991	30%
GROSS RECEIPT TAX .75	2,350,000	2,585,000	646,250	2,626,837	754,182	29%
1/8 INFRASTRUCTURE	340,000	350,000	87,500	366,007	115,026	33%
GRT .25 (JAN 2011)	670,000	680,000	170,000	722,647	225,508	33%
LICENSE & FEES	64,000	63,000	15,750	74,942	11,024	17%
INTERGOVERNMENTAL	65,000	65,000	16,250	59,284	25,019	38%
LOCAL-FINES	97,500	87,400	21,850	78,402	26,063	30%
LOCAL-MISC	1,646,080	1,657,930	414,483	1,730,613	545,527	33%
<b>TOTAL</b>	<b>10,830,949</b>	<b>11,188,330</b>	<b>2,797,083</b>	<b>11,521,145</b>	<b>3,198,486</b>	<b>29%</b>

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

**GENERAL FUND EXPENDITURE COMPARISON**  
**THRU OCTOBER 31, 2014 - 33% OF YEAR LAPSED (4 of 12 months)**

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2014	FY 2015	FY 2015	FY 2014	FY 2015	FY 2015	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%
							BDGT
JUDICIAL	271,496	281,456	93,819	263,071	95,014	186,442	34%
EXECUTIVE	469,235	479,970	159,990	469,235	151,154	328,816	31%
ADMINISTRATION	258,329	253,986	84,662	217,378	65,736	188,250	26%
CITY ATTORNEY	205,319	206,938	68,979	205,319	73,005	133,933	35%
PERSONNEL/HR	257,303	253,741	84,580	240,176	85,511	168,230	34%
FINANCE	527,996	572,076	190,692	494,880	193,944	378,132	34%
COMMUNITY DEV.	583,040	456,064	155,355	545,116	145,118	320,946	31%
POLICE	3,872,014	4,074,107	1,358,036	3,671,476	1,333,554	2,740,553	33%
CODE ENFORCEMENT	188,647	167,755	55,918	157,926	57,752	110,003	34%
ANIMAL SHELTER	141,070	129,000	43,000	130,138	42,177	86,823	33%
FIRE	1,297,793	1,320,485	440,162	1,124,984	394,015	926,470	30%
PUBLIC WORKS/PARKS	674,812	755,474	251,825	649,274	245,324	510,150	32%
PARKS	222,394	0	0	222,394	0	0	0%
AIRPORT	0	130,476	43,492	0	40,274	90,202	31%
LIBRARY	203,023	198,041	66,014	200,858	66,718	131,323	34%
MUSEUM	123,937	168,204	56,068	108,928	50,312	117,892	30%
GENERAL SERVICES	1,768,760	1,560,180	520,060	1,677,593	760,271	799,909	49%
SALARY CONTINGENCY	88,000	80,000	26,667	53,562	0	80,000	0%
TRANSFERS	0	485,385	161,795	0	167,286	318,099	34%
<b>TOTAL</b>	<b>11,153,168</b>	<b>11,583,338</b>	<b>3,861,113</b>	<b>10,432,308</b>	<b>3,967,165</b>	<b>7,616,173</b>	<b>34%</b>

**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU OCTOBER 31, 2014 -33% OF YEAR LAPSED (4 OF 12 MONTHS)  
FISCAL YEAR 2015**

	A	B	C	D	E	G (E/B)
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	115,000	38,333	108,473	28,341	25%
OPEN SWIM	20,000	10,000	3,333	13,275	106	1%
YAFL	10,000	8,000	2,667	6,974	4,228	53%
YABL	16,000	18,000	6,000	20,172	1,409	8%
SUMMER FUN PROGRAM	30,000	30,000	10,000	19,907	2,220	7%
RECREATION-OTHER	37,300	45,300	15,100	40,322	13,387	30%
GEN FUND TRANSFER	450,000	450,000	150,000	450,000	149,940	33%
<b>TOTAL</b>	<b>678,300</b>	<b>676,300</b>	<b>225,433</b>	<b>659,123</b>	<b>199,631</b>	<b>30%</b>

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU OCTOBER 31, 2014 -33% OF YEAR LAPSED (4 OF 12 MONTHS)**

	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.	% BDGT
EMPLOYEE EXP.	659,847	681,723	227,241	525,338	213,775	467,948	31%
YAFL	4,000	2,500	833	3,791	613	1,887	25%
YABL	4,000	4,500	1,500	2,853	0	4,500	0%
OTHER OPERATING EXP.	94,199	85,750	28,583	63,826	20,880	64,870	24%
CAPITAL OUTLAY	5,901	4,500	1,500	5,129	0	4,500	0%
<b>TOTAL</b>	<b>767,947</b>	<b>778,973</b>	<b>259,658</b>	<b>600,937</b>	<b>235,268</b>	<b>543,705</b>	<b>30%</b>

**ENTERPRISE FUNDS-REVENUE COMPARISON  
THRU OCTOBER 31, 2014- 33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2015**

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	
WASTE WATER (610)	3,125,000	2,761,000	920,333	2,635,469	907,755	33%
NATURAL GAS (620)	5,121,000	5,522,000	1,840,667	5,694,027	682,645	12%
SOLID WASTE (630)	3,270,050	3,133,500	1,044,500	3,167,292	1,116,091	36%
WATER (640)	4,527,131	4,602,850	1,534,283	4,633,602	1,574,092	34%
<b>Total of Enterprise Funds</b>	<b>16,043,181</b>	<b>16,019,350</b>	<b>5,339,783</b>	<b>16,130,390</b>	<b>4,280,583</b>	<b>27%</b>

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON  
THRU OCTOBER 31, 2014- 33% YEAR LAPSED (4 of 12 months)  
FISCAL YEAR 2015**

	<u>Budget to</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	
WASTE WATER(610)	3,309,206	2,761,000	920,333	2,624,480	869,372	1,891,628	31%
NATURAL GAS (620)	5,876,448	5,522,000	1,840,667	4,312,178	698,260	4,823,740	13%
SOLID WASTE (630)	3,401,769	3,091,854	1,030,618	2,529,004	964,096	2,127,758	31%
WATER (640)	3,755,816	4,409,514	1,469,838	3,075,750	1,342,694	3,066,820	30%
<b>Total of Enterprise Funds</b>	<b>16,343,239</b>	<b>15,784,368</b>	<b>5,261,456</b>	<b>12,541,412</b>	<b>3,874,422</b>	<b>11,909,946</b>	<b>25%</b>

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 11/7/14**

**DEPT: Executive**

**MEETING DATE: 11/19/14**

**ITEM/TOPIC:** A Resolution supporting participation in the all hazards multi-jurisdictional mitigation planning process and adoption of the all hazards and adoption of the all hazards multi-jurisdictional mitigation plan.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution 14-67.

**BACKGROUND/RATIONALE:** The Multi-Jurisdictional Hazard Mitigation Plan is designed to protect people and property from the effects of natural and human-caused hazards. The plan was developed because of increasing awareness that natural hazards, especially wildfire, drought, flood and wind, have the potential to affect people, physical assets, and operations in the City. In addition to developing a framework for action, the plan enables participating counties and municipalities to apply for pre and post-disaster mitigation funding that would not otherwise be available.

**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**  
**ACTING CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS**  
**FINANCE DIRECTOR**

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO**  
**CITY ATTORNEY**

**Approved as to Legal Sufficiency Only**

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



**CITY OF LAS VEGAS  
RESOLUTION NO. 14-67**

**A RESOLUTION SUPPORTING PARTICIPATION IN THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLANNING PROCESS AND ADOPTION OF THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLAN**

**WHEREAS**, the City of Las Vegas Governing body desires to prepare and mitigate for such hazards and seeks to promote the public health, and general welfare of the jurisdiction and the safe, orderly, and healthful development of the jurisdiction ; and

**WHEREAS**, the City of Las Vegas Governing body worked with their members and other participating jurisdictions and entities to develop an all-hazards multi-jurisdictional mitigation plan; and

**WHEREAS**, mitigation plans must conform to 44 CFR, Part 201, and all applicable mitigation planning guidance issued by FEMA ; and

**WHEREAS**, a community must be a participant in a current, FEMA-approved mitigation plan to be eligible for FEMA mitigation grant funding; and

**WHEREAS**, the New Mexico Department of Homeland Security and Emergency Management supports local mitigation planning and encourages local governments to participate in the All Hazards Multi-jurisdictional mitigation planning process; and

**WHEREAS**, staff recommends that the City of Las Vegas Governing body approve the All Hazards Multi-Jurisdictional Mitigation Plan Update; and

**WHEREAS**, the City of Las Vegas Governing body deems it in the public interest to approve this plan.

**NOW THEREFORE, be it resolved that the governing body of the City of Las Vegas**

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2014.

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero Jr., City Attorney



**CITY OF LAS VEGAS  
RESOLUTION NO. 14-67**

**A RESOLUTION SUPPORTING PARTICIPATION IN THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLANNING PROCESS AND ADOPTION OF THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLAN**

**WHEREAS**, the City of Las Vegas Governing body desires to prepare and mitigate for such hazards and seeks to promote the public health, and general welfare of the jurisdiction and the safe, orderly, and healthful development of the jurisdiction ; and

**WHEREAS**, the City of Las Vegas Governing body worked with their members and other participating jurisdictions and entities to develop an all-hazards multi-jurisdictional mitigation plan; and

**WHEREAS**, mitigation plans must conform to 44 CFR, Part 201, and all applicable mitigation planning guidance issued by FEMA ; and

**WHEREAS**, a community must be a participant in a current, FEMA-approved mitigation plan to be eligible for FEMA mitigation grant funding; and

**WHEREAS**, the New Mexico Department of Homeland Security and Emergency Management supports local mitigation planning and encourages local governments to participate in the All Hazards Multi-jurisdictional mitigation planning process; and

**WHEREAS**, staff recommends that the City of Las Vegas Governing body approve the All Hazards Multi-Jurisdictional Mitigation Plan Update; and

**WHEREAS**, the City of Las Vegas Governing body deems it in the public interest to approve this plan.

**NOW THEREFORE, be it resolved that the governing body of the City of Las Vegas**

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2014.

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero Jr., City Attorney

All Hazard Multi-Jurisdiction Mitigation Plan Resolution No. 14-67

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/20/2014 DEPT: SENIOR CENTERS MEETING DATE: 11/19/2014

ITEM/TOPIC: Request for Bid No. 2015-04 for Milk Products for Senior Center(s).

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award Bid No. 2015-04 Milk Products to Creamland Dairies.

BACKGROUND/RATIONALE: Request for Bid(s) No. 2015-04 for Milk Products were opened on September 25, 2014. One (1) Bid was received for this product. We are recommending bid be awarded to Creamland Dairies as they met all bid requirements. (see attached Bid).

STAFF RECOMMENDATION: Request approval of Milk Bid No. 2015-04.

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  
ACTING CITY MANAGER

ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

Approved as to Legal Sufficiency Only  
(If Box is initialed by City Mnger. Review and Sign)

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., September 25, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

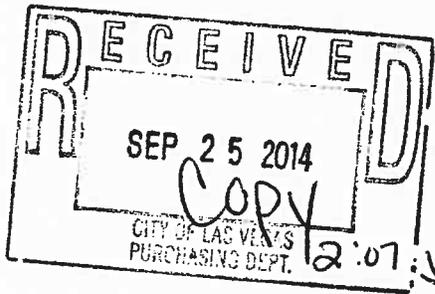
Milk for the Las Vegas, Pecos & San Miguel Senior Centers.

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, 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: "Milk", Opening No. 2015-04; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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



CITY OF LAS VEGAS,

*[Signature]*  
ELMER J. MARTINEZ, ACTING CITY MANAGER

*[Signature]*  
CASANDRA FRESQUEZ, CITY CLERK

*[Signature]*  
ANN MARIE GALLEGOS, FINANCE DIRECTOR

*[Signature]*  
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-04

Date Issued: 8-28-14

Date Issued: Published: Albuquerque Journal September 3, 2014  
Las Vegas Optic September 3, 2014  
City website: [www.lasvegasnm.gov](http://www.lasvegasnm.gov)

## 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 2:00pm, **September 25, 2014** 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 **October, 2014**. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

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

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time 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: 39-0318390

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-180255-009

## 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.

**NOTE: THIS IS A TWO YEAR BID- PRICES TO REMAIN FIRM FOR A TWO YEAR PERIOD AFTER BID AWARDMENT.**

BIDDER INFORMATION

BIDDER: Creamland Dairies  
 AUTHORIZED AGENT: Bill Andes, General Sales Manager  
 ADDRESS: P.O. Box 25067  
 TELEPHONE NUMBER () 505-247-0721  
 FAX NUMBER () 505-764-9820  
 DELIVERY: \_\_\_\_\_  
 STATE PURCHASING RESIDENT CERTIFICATION NO.: 60186767680  
 NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_  
 BID ITEM (S): Milk for the Las Vegas, Pecos, San Miguel Senior Centers

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 } Bernalillo

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.

William Andes  
 Signature

Subscribed and sworn to before me, this 12 day of September, 2014

(SEAL)

Connie Sue Holdren  
 Notary Public Signature  
 My Commission Expires: 3-21-16



CITY OF LAS VEGAS  
 BIDFORM

BID ITEM (S): "Milk" 1 % and or 2% milk in half pints, half gallons and gallons:  
Vendor must be able to deliver milk to each individual site (Las Vegas, Pecos, San Miguel)  
on a daily basis. Weekly Basis

A. <u>1 % Milk in half pints</u>	\$ <u>.2786</u>
B. <u>1 % Milk in half pints (chocolate) Fat Free</u>	\$ <u>.2788</u>
C. <u>2 % Milk in half pints</u>	\$ <u>.2815</u>
D. <u>2 % Milk in half pints (chocolate)</u>	\$ <u>N/A</u>
E. <u>1 % Milk in half gallons</u>	\$ <u>1.89</u>
F. <u>1% Milk in half gallons (chocolate)</u>	\$ <u>2.19</u>
G. <u>2 % Milk in half gallons</u>	\$ <u>1.95</u>
H. <u>2 % Milk in half gallons (chocolate) whole choc.</u>	\$ <u>2.39</u>
I. <u>1 % Milk in gallons</u>	\$ <u>3.29</u>
J. <u>1 % Milk in gallons (chocolate)</u>	\$ <u>3.59</u>
K. <u>2 % Milk in gallons</u>	\$ <u>3.84</u>
L. <u>2 % Milk in gallons (chocolate)</u>	\$ <u>N/A</u>

NOTE: THIS IS A TWO YEAR BID- PRICES TO REMAIN FIRM FOR A TWO YEAR PERIOD  
 AFTER BID AWARDMENT.

## 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.**

William E. And  
Signature

9-12-14  
Date

General Sales Manager  
Title (Position)

# **Creamland** **Dairies, LLC.**

P.O. Box 25067 • 010 Indian School Road NW • Albuquerque, NM 87125 • Phone 505-247-0721

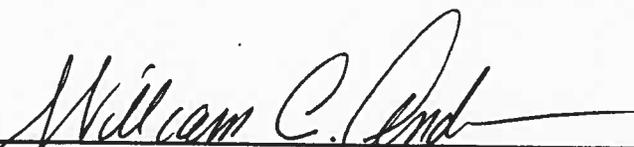
## ESCALATOR/DE-ESCALATOR CLAUSE

All prices shall be firm for thirty (30) days from the date of bid opening, after which prices may escalate or de-escalate in accordance with changes in raw ingredient costs to the manufacturer, but at no time will the price be changed without prior written notification to the School Food Service Department of any such changes. Raw milk price changes will be supported by written documentation to be attached to the price change notification. For each full \$.15 per hundred weight increase or decrease, the price shall increase or decrease \$.001 per half-pint of milk.

This bid is based on raw ingredient costs in effect as of Sept. 1, 2014.

Non-milk price changes shall be supported by a copy of the vendor price increase/decrease attached to the price change notification.

Fuel Adjustment – Due to the rising cost of fuel, Creamland Dairies may need to adjust pricing to cover any additional fuel costs.

  
Name and Title (Person Completing this Form)

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 11/07/14**

**DEPT: Finance**

**MEETING DATE: 11/19/14**

**ITEM/TOPIC: RESOLUTION #14-68 BUDGET ADJUSTMENT RESOLUTION**

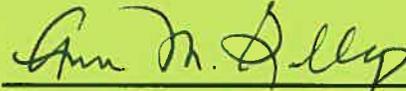
**ACTION REQUESTED OF COUNCIL: APPROVAL/DISAPPROVAL OF BUDGET ADJUSTMENT RESOLUTION #14-68.**

**BACKGROUND/RATIONALE: (Provided with Work Session Packet)**

**STAFF RECOMMENDATION: APPROVAL**

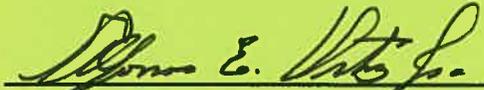
**COMMITTEE RECOMMENDATION:**

**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**

\_\_\_\_\_  
**ANN M. GALLEGOS  
FINANCE DIRECTOR**



**ELMER J. MARTINEZ  
CITY MANAGER**

\_\_\_\_\_  
**PURCHASING AGENT  
(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO  
CITY ATTORNEY**

**Approved as to Legal Sufficiency Only**

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

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
BUDGET ADJUSTMENT RESOLUTION NO. 14-68

**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 funds for the purposes of overtime for police department, for purchasing additional equipment, water projects, land acquisition, Las Vegas Day at the Legislature, Fiesta funds to be funded by additional grant funding, local funds, 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 NOVEMBER, 2015.

\_\_\_\_\_  
Alfonso E. Ortiz, Jr. Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero, City Attorney

Department of Finance and Administration  
Local Government Division  
Financial Management Bureau  
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

ENTITY NAME: City of Las Vegas  
FISCAL YEAR: 2014-2015  
DFA Resolution Number: 14-68

For Local Government Division use only:

AMENDED 11/13/14

1 OF 3

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
14-68						
203	(203) FIRE PROTECT FD	CASH BALANCE	54,600	(54,600)	0	CARRYOVER OF UNEXPENDED FUNDS
203	(203) FIRE PROTECT FD	EXPENDITURE	184,307	54,600	238,907	REPAIR/MAINTENANCE/EQUIPMENT
206	(206) EMERGENCY MED	REVENUE	(31,913)	(573)	(32,486)	INCREASE OF EMS FUNDS
206	(206) EMERGENCY MED	EXPENDITURE	31,913	573	32,486	INCREASE OF EMS FUNDS
242	(242) HEALTH COUNCIL	CONTRIBUTIONS	0	10,000	10,000	REVENUE FROM STATE/COUNTY/CITY
242	(242) HEALTH COUNCIL	EXPENDITURE	0	15,000	15,000	PROFESSIONAL SERVICES
242	(242) HEALTH COUNCIL	TRANSFER FROM GEN	0	(5,000)	(5,000)	TRANSFER FROM
101	(101) GENERAL FUND	TRANSF TO 242	0	5,000	5,000	TRANSFER TO
101	(101) GENERAL FUND	CASH BALANCE	1,615,050	(5,000)	1,610,050	
247	(247) JUV JUST GRANT	REVENUE	0	71,721	71,721	GRANT REVENUE
247	(247) JUV JUST GRANT	EXPENDITURE	0	71,721	71,721	GRANT EXPENDITURES
252	(252) BEAUTIFICATION G	GRANT REVENUE	(584)	(4,000)	(4,584)	BEAUTIFICATION 2015 GRANT
252	(252) BEAUTIFICATION G	EXPENDITURE	0	4,000	4,000	BEAUTIFICATION 2015 GRANT
234	(234) 2015 REG IV JAG	REVENUE	0	(81,510)	(81,510)	2015 REGION IV JAG
234	(234) 2015 REG IV JAG	EXPENDITURE	0	81,510	81,510	2015 REGION IV JAG
253	(253) DISTRACTED DRIV	REVENUE	0	(4,967)	(4,967)	2015 GRANT
253	(253) DISTRACTED DRIV	EXPENDITURE	0	4,967	4,967	2015 GRANT
253	(253) 100/SUMMER	REVENUE	0	(3,473)	(3,473)	2015 GRANT
253	(253) 100/SUMMER	EXPENDITURE	0	3,473	3,473	2015 GRANT
253	(253) BUCKLE UP	REVENUE	0	(3,513)	(3,513)	2015 GRANT
253	(253) BUCKLE UP	EXPENDITURE	0	3,513	3,513	2015 GRANT

ATTEST: \_\_\_\_\_  
City Clerk (Date)

\_\_\_\_\_  
Mayor (Date)

Department of Finance and Administration  
Local Government Division  
Financial Management Bureau  
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: City of Las Vegas  
FISCAL YEAR: 2014-2015  
DFA Resolution Number: 14-68

2 OF 3

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
14-68						
253	(253) NM TRAFFIC SAFETY	REVENUE	0	(35,344)	(35,344)	2015 GRANT
253	(253) NM TRAFFIC SAFETY	EXPENDITURE	0	35,344	35,344	2015 GRANT
253	(253) NM TRAFFIC SAFETY	REVENUE	0	(6,327)	(6,327)	2015 GRANT
253	(253) NM TRAFFIC SAFETY	EXPENDITURE	0	6,327	6,327	2015 GRANT
219	(282) SENIOR CENTER	REVENUE	(851,086)	35,242	(815,844)	TO ADJUST TO APPROVED BUDGET FOR 2015
219	(282) SENIOR CENTER	EXPENDITURE	747,249	(35,242)	712,007	TO ADJUST TO APPROVED BUDGET FOR 2015
219	(282) SENIOR CENTER	REVENUE	(815,844)	(50)	(815,894)	TO ADJUST TO APPROVED BUDGET FOR 2015
219	(282) SENIOR CENTER	EXPENDITURE	712,007	50	712,057	TO ADJUST TO APPROVED BUDGET FOR 2015
218	(260) WIPP FUNDS	CASH BALANCE	6,000	(6,000)	0	INCREASE ADDITIONAL CASH
218	(260) WIPP FUNDS	EXPENDITURE	0	6,000	6,000	INCREASE FOR SUPPLIES
261	(261) BULLETPROOF VEST	REVENUE	0	(1,522)	(1,522)	2015 GRANT
261	(261) BULLETPROOF VEST	EXPENDITURE	0	1,522	1,522	2015 GRANT
299	(284) VETERANS MEM	REVENUE	0	(5,000)	(5,000)	TO ADJUST FOR RENTAL INCOME
299	(284) VETERANS MEM FD	EXPENDITURE	0	5,000	5,000	TO INC BUDGET FOR RENTAL INCOME
299	(103) LIBRARY SPECIAL	REVENUE	10,000	7,780	17,780	STATE GRANT
299	(103) LIBRARY SPECIAL	EXPENDITURE	19,431	7,780	27,211	STATE GRANT
300	(275) DOWNTOWN MST	GRANT REVENUE	0	(75,000)	(75,000)	ECONOMIC DEVELOP GRANT
300	(275) DOWNTOWN MST	EXPENDITURE	0	75,000	75,000	E.ROMERO FIRE BLDING
299	(288) 4TH OF JULY	REVENUE	(25,000)	0	(25,000)	LOCAL REVENUES
299	(288) 4TH OF JULY	EXPENDITURE	55,000	25,000	80,000	EXPENDITURES
299	(288) 4TH OF JULY	CASH BALANCE	31,392	(25,000)	6,392	
299	(288) 4TH OF JULY	TRANSFER IN	(30,000)	0	(30,000)	
					0	
402	(338) EQUIP LOAN FD	EXPENDITURE	25,794	11,399	37,193	INCREASE EXPENDITURES
402	(338) EQUIP LOAN FD	TRANSFER IN	(37,143)	0	(37,143)	TRANSFER IN

ATTEST: \_\_\_\_\_  
City Clerk (Date)

\_\_\_\_\_  
Mayor (Date)



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 10/28/14**

**DEPT: Public Works**

**MEETING DATE: 11/19/14**

**ITEM/TOPIC:** Approval/Disapproval of Bid #2015-06 for the E. Romero Station Renovation-Two Rebid.

**ACTION REQUESTED OF COUNCIL:** Approval of E. Romero Fire Station Renovation-Phase Two-Rebid, for renovation of building to be used as a fire fighting museum and administrative offices were opened on October 9<sup>th</sup>, 2014. One (1) offeror submitted bid of which Northeastern Construction was that offeror which met all specifications and licensing requirements as certified by the architect. The bid was in the amount of \$136,158.75 plus applicable NMGRT for both the base bid and alternative #1.

**BACKGROUND/RATIONALE:** (See attached correspondence)

**STAFF RECOMMENDATION:** Award bid to only offeror-Northeastern Constructio 1

**COMMITTEE RECOMMENDATION:** N/A

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

\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

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

  
\_\_\_\_\_  
**ELMER MARTINEZ**  
**ACTING CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS**  
**FINANCE DIRECTOR**

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO**  
**CITY ATTORNEY**

**Approved as to Legal Sufficiency Only**

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

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

DATE: 9-Oct-2014

OPENING NO.: 2015-06

TIME: 2:00 PM

DEPARTMENT: PUBLIC WORKS/FIRE DEPT

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

ITEM(S): **E ROMERO FIRE STATION RENOVATION - PHASE TWO REBID**

RECEIVED FROM:	AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTIO
1 Northeastern Const. Base Bid	106,000 <sup>00</sup>		✓	✓	✓
2	20,000 <sup>00</sup>				
3	9,000 <sup>00</sup>				
4					
5					
6					
7					
8					
9					
10					
11					
12					

COMPANY REPRESENTATIVE	COMPANY NAME
1 Phillip A. Mares	City of Las Vegas
2 April Gonzalez	CLU Fire
3 Chris Cavazos	CLU PW
4 Kevin Galgier	Soleil West
5	CLU
6 Sean Madams	North Eastern Const.
7	
8	
9	
10	

(use other side of form when full)  
ORIGINAL PROPOSALS TAKEN BY: [Signature]  
DATE: 10-9-14  
COPIES TAKEN BY: [Signature]  
DATE: 10-9-14

OPENED BY: FINANCE DEPARTMENT  
[Signature]  
DATE: 10-9-14



# CITY OF LAS VEGAS

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

## MEMORANDUM

**TO:** Mayor and Council

**FROM:** \_\_\_\_\_  
Chris Cavazos  
Interim Public Works Director

**THRU:** \_\_\_\_\_  
Elmer Martinez  
Acting City Manager

**DATE:** October 28, 2014

**RE: Bid Award of the City of Las Vegas E. Romero Fire Station Renovation-Phase Two-Rebid Project (Base Bid and Alternative #1) Bid #2015-06**

---

Competitive sealed bids were opened on October 9<sup>th</sup>, 2014, for the E. Romero Fire Station Renovation-Phase Two-Rebid Project.

Pursuant to the request for bids, and the scheduled bid opening, the City of Las Vegas received one responsive bid. This bid was received from Northeastern Construction of Las Vegas, New Mexico. The bid, licenses, and bonds were certified by the attached architect letter of recommendation.

**TONITA GIRON-GURULE**  
Councilor, Ward 1

**VINCE HOWELL**  
Councilor, Ward 2

**JOEY HERRERA**  
Councilor, Ward 3

**DAVID L. ROMERO**  
Councilor, Ward 4

Mayor and Council  
October 28, 2014  
Page 2

The scope of this project includes the demolition of the second floor framing, repair front folding wood door, construction of toilet (plumbing), janitor closet (plumbing), furnace room (ductwork), drywall finishing, texturing, painting, electrical, doors, frames, concrete floor, new exterior door, windows and handicapped parking space. (attached scope of work).

This project is being funded by a \$75,000.00 New Mexico Economic Development Main Street Grant and \$61,159.00 via Capital Improvement Fund, as designated in the Public Works Department budget for fiscal year 2014/15.

At this time, the Public Works Department is requesting that Mayor and Council consider awarding the construction bid for the E. Romero Fire Station Renovation-Phase Two-Rebid Project (base bid and alternative #1) to Northeastern Construction of Las Vegas, New Mexico, in the amount of \$136,158.75; which includes NMGRT.

Should you have any questions regarding this bid, prior to the scheduled City Council Meeting, please advise this office at your convenience.

xc: Elmer Martinez, Acting City Manager  
E. Romero Fire Station Renovation-Phase Two-Rebid

October 29, 2014

Re: E. Romero Fire Station  
Scope of Work

Veronica Gentry  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

Dear Veronica:

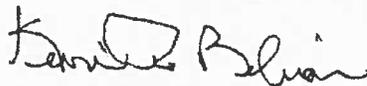
The scope of work that was bid on October 9 includes the following:

- demolition of the second floor framing.
- repair to the front folding wood door
- miscellaneous repair to the existing walls.
- construction of a toilet including plumbing
- construction of a janitor closet including plumbing
- construction of a furnace room including ductwork
- construction of an electrical room including new service to the building
- dry wall finishing, texturing, and painting the walls for the rooms mentioned above.
- construction of a vestibule wall that will have either a folding glass door or a glass garage door, if either of the alternates is accepted.
- electrical lighting and power.
- doors and frames for the rooms mentioned above.
- concrete floor to replace the rotten wood floor at the rear of the building
- new exterior door at the rear of the building.
- repair of the second floor window along Bridge Street
- designation of a handicapped parking space and sign on Bridge Street

Not included in the scope of work:

- second floor framing and a stair to the second floor.

Please call me with any questions.



Kevin R. Balciar, AIA

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11-13-14 DEPT: Executive MEETING DATE: 11/19/2014

ITEM/TOPIC: Selection of Legislative Priorities.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of the following selected priorities to be submitted for Legislative Consideration: Bradner Dam Expansion, Recreation Community Center Emergency Repairs, and Peterson Dam Rehabilitation.

BACKGROUND/RATIONALE: Council ranked legislative priorities from the top fifteen (15) ICIP priorities and selected the following projects: Bradner Dam Expansion, Recreation Community Center Emergency Repairs, and Peterson Dam Rehabilitation as projects to be submitted for Legislative Consideration.

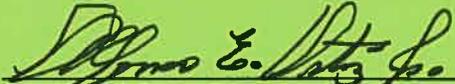
STAFF RECOMMENDATION: Approval of selected priorities to be submitted for Legislative Consideration.

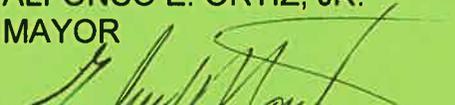
COMMITTEE RECOMMENDATION:

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  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

Approved as to Legal Sufficiency Only  
(If Box is initialed by City Mnger. Review and Sign)



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 11/6/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 11/19/14

**ITEM/TOPIC:** Purchase of a 50 ton capacity trailer.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval to purchase trailer.

**BACKGROUND/RATIONALE:** The Water Division seeks to purchase a 50 ton capacity low boy trailer under NM State Purchasing Agreement Number 30-805-13-10089, expiring on September 11, 2015. The cost of the trailer is \$92,100.00, and has been budgeted for FY2015 under line item number 643-0000-650-8004.

This low boy trailer will be used primarily to haul heavy equipment within the local area for construction, and on the highway for rapid relocation and specialized repairs. This trailer will be used primarily for Utilities Water construction, but it is intended to be available to all departments. This trailer will be listed as an available asset for all City Emergency Action Plans (EAPs).

Most large pieces of equipment (i.e., Fire Engines, Trash Trucks, Excavators, and Loaders) require specialized maintenance to maintain workmanship warranties. Specialized repair is not currently available in the Las Vegas area.

The City does not currently have a trailer large enough to haul large pieces of equipment safely. The City has been contracting out for these hauling services, at cost ranging from \$1,200.00 to \$5000.00 per round trip to Albuquerque, and based upon available scheduling.

**STAFF RECOMMENDATION:** Approval to purchase trailer.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the November 12<sup>th</sup> Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

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



# CITY OF LAS VEGAS

1700 N GRAND AVE • LAS VEGAS, NEW MEXICO 87701 4731 • 805 454 1401 • FAX 505 425 7335

**ALFONSO E. ORTIZ, JR.**  
Mayor

TO: Ann Marie Gallegos, Finance Director

FROM:   
Don Cole, Water Systems Manager

THRU:   
Ken Garcia, Utilities Director

DATE: September 16, 2014

RE: **JUSTIFICATION FOR PURCHASE OF EQUIPMENT**

Water Division budgeted \$175,000.00, for the purchase of water construction equipment for FY2015 under line item number 643-0000-650-8004. As of this date, no purchases have been made under this line item.

The Water Division seeks to purchase a 50 ton capacity trailer under NM State Purchasing Agreement Number 30-805-13-10089, expiring on September 11, 2015. The cost of the trailer with options is FOB \$92,100.00. The approved vendor is MCT Industries, Inc., 7451 Pan American Freeway NE, and Albuquerque, NM.

This equipment will be used to haul construction equipment purchased in previous fiscal years (Case Excavator, Caterpillar Loader, 12 ton Dump Truck), within the local area. The ability to haul large equipment organically will allow the City to continue construction projects in a timely fashion, and allow a quicker response during emergency situations.

The trailer will also be used to haul large equipment owned by the City (TerraGator, Trash Trucks, Vactors) to repair facilities outside of Las Vegas. Most of these large pieces of equipment require specialized maintenance to maintain workmanship warranties. Specialized repair is not currently available in the Las Vegas area. The City has been contracting out for these hauling services both within and outside the area.

If you should have any questions or concerns feel free to contact me at 429-6326.

XC: Utilities Director  
File  
Attachment

# CITY OF LAS VEGAS REQUISITION FOR PURCHASE

PURCHASE ORDER NO.: \_\_\_\_\_

**BID REQUIREMENTS**

CHECK APPROPRIATE BOX

DATE:

- \$0 TO \$500.00: Purchase under Resolution #07-41; Requires 2 quotes minimum 2.2A.
- \$500.01 TO \$5,000.00: Requires three (3) telephoned or written bids; 2.2B.
- \$5,000.01 TO \$20,000.00: Requires sending Bid Notices and receiving signed bids within the time specified; 2.2C.
- \$20,000.01 AND OVER: Requires Competitive sealed Bids or Proposals pursuant to Resolution #07-41, 2.2D and the State Procurement Code.

BID NO.: \_\_\_\_\_ - \_\_\_\_\_ AWARDED: \_\_\_\_/\_\_\_\_/\_\_\_\_; CONTRACT NO.: \_\_\_\_\_

(RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE)

- SPD CONTRACT; 2.2F: SPD NO.: 30-805-13-10089 EXPIRES: 09 / 11 / 2015
- EXEMPT PURCHASE; 3.0. Provide Section No. \_\_\_\_\_
- GSA CONTRACT; 14.0. GSA NO.: \_\_\_\_\_ EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_.
- PROFESSIONAL SERVICES; 2.3.
- SOLE SOURCE; 4.0: REQUIRES DETERMINATION.
- EMERGENCY; 5.0: AND SECTIONS 1.4.1.60 thru 1.4.1.64, NMSA, 2005.
- OTHER CITY CONTRACT; 170C; NO.: \_\_\_\_\_ EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_.
- CITY OF LAS VEGAS HOUSING AUTHORITY SECTION 33.0; PURCHASES OVER \$100,000.

**STATEMENT OF NEED: (Must Complete)**

For hauling heavy equipment (Loader, Excavator, Trash Truck, Terragator)

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

DATE	NAME OF VENDOR	PHONE NUMBER	PERSON CONTACTED	PRICE QUOTED
	MCT Industries	505-345-8651	Jason	

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

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	SUB TOTAL
1	1	ea	Trailer, 50T, 3 Axle, LowBoy	80,750.00	80,750.00
2	1	ea	10T Hydraulic winch	3,250.00	3,250.00
3	1	ea	Muncie wet kit	4,550.00	4,550.00
4	1	ea	Aux. gas engine	3,550.00	3,550.00

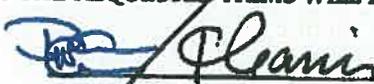
VENDOR: MCT Industries, Inc. TOTAL: \$ 92,100.00

ADDRESS: 7451 Pan American Freeway NE, Albuquerque 87109

NM CRS NO.: \_\_\_\_\_ FEDERAL TAX NO.: \_\_\_\_\_

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

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

  
 SIGNATURE OF PERSON REQUESTING

643-0000 - 650-8004  
 FUND DEPARTMENT ACTIVITY

APPROVED BY: \_\_\_\_\_ BUDGET AVAILABLE YES: \_\_\_\_\_ NO: \_\_\_\_\_



GSD/PD (Rev. 01/11)

State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
0000046837  
MCT Industries, Inc.  
7451 Pan American Frwy NE  
Albuquerque, NM 87109  
Telephone No.: 505-345-8651

Price Agreement Number: 30-805-13-10089

Price Agreement Amendment No.: One

Term: September 12, 2013-September 11, 2015

Ship To:  
New Mexico Department of Transportation  
Agency Will Pick Up

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Invoice:  
New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504

For questions regarding this Price Agreement please contact:  
James, Ortega 505-827-5135

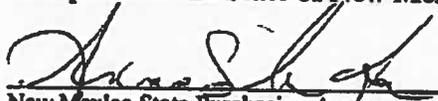
Title: Trailer, 50 Ton, Three Axle, Low Boy

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 12, 2014 to September 11, 2015 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

  
New Mexico State Purchasing Agent

Date: 8/11/14



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor**  
0000046837  
MCT Industries, Inc.  
7451 Pan American Frwy NE  
Albuquerque, NM 87109

Telephone No. (505) 345-8651

Price Agreement Number: 30-805-13-10089

Payment Terms: Net 30

F.O.B.: Destination

Delivery: 150 Days ARO

**Ship To:**  
New Mexico Department of Transportation  
Agency will pick up

Procurement Specialist: Eric Sanchez *E.S.*

Telephone No.: (505) 827-0554

**Invoice:**  
New Mexico Department of Transportation  
1120 Cerrillos Rd.  
Santa Fe, NM 87504

For questions regarding this contract please contact:  
James Ortega (505) 827-5135

**Title: Trailer, 50 Ton, Three Axle, Low-Boy**

**Term: September 12, 2013 thru September 11, 2014**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 09/05/13

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

AM  
*AM*  
D.S.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 30-805-13-10089

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 30-805-13-10089

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**15. All bid items are to be NEW and of most current production, unless otherwise specified.**

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.**

**19. Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.**

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 30-805-13-10089

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**New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 30-805-13-10089

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**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.genservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 30-805-13-10089

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**Department Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX -- Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**Article II – Term**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

**Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

**Article V - Termination**

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

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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The following applies to all items described in this specification:

**Term:**

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

**Tax Note:**

Price shall not include state gross receipts tax or local option tax (es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Provide current literature of applicable model with bid.

All items and equipment listed as standard in manufacturer's literature shall be provided.

Successful vendor shall be an authorized dealer and be a physically established dealership with parts and service facilities in New Mexico.

Provide one (1) parts book, one (1) technical manual and one (1) operator's manual with each unit delivered.

Successful vendor shall provide four (4) hours training on the safety, technical, maintenance, service/trouble shooting and proper operational procedures to each ordering district by factory or factory trained personnel. Training shall consist of classroom and hands-on operation. Place and time shall be mutually agreed on by vendor and N.M.D.O.T., training shall be completed within thirty (30) days from date of delivery.

Successful vendor shall provide a complete, additional set of replacement filters to include engine crankcase, fuel, air induction, air compressor and coolant if applicable at time of delivery. Provide a laminated filter replacement list.

Dealer preparation, conditioning and full service is required prior to delivery.

Deliver fob to dealer's place of business within the state of New Mexico.

**Method of Award:**

To the lowest responsible bidder meeting or exceeding specifications, terms and conditions. The state reserves the right to award to multiple vendors per item, which ever, in his/her judgment, best serves the interest of the state of New Mexico.

**Escalation / Reduction Clause:**

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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\*\*\*\*\* WARRANTIES \*\*\*\*\*

Minimum warranty of twelve (12) months is required on all parts, components, and labor. Additional warranty repair and other requirements are included in the attached Supplemental Terms and Conditions (Miscellaneous Equipment). Warranty shall apply from the date equipment is accepted and approved by the user agency to meet all specifications as set forth. The bidder assumes responsibility for effecting repairs and/or replacement of all items under warranty.

**Scope:**

This specification describes a one hundred thousand (100,000) pounds payload capacity, three (3) axle lowboy equipment trailer with detachable neck, ten foot wide. Trailer shall be reinforced for rear booster. Shall be a current, standard production model and have been in production for a minimum of five (5) years.

**Payload Capacity:**

One hundred thousand (100,000) pounds payload capacity at highway speeds. Built with a 2:1 safety factor engineered into the major structure to cover shock load for on and off road use.

**Overall Length:**

Fifty three foot.

**Frame:**

Four (4) beam, sixteen (16) inch x one quarter (1/4) inch thick mf-80 webbing. Half inch (1/2) thick x seven (7) inch smi 120 beam flanges. Minimum. Trailer shall be reinforced for rear single axle booster.

**Cross Members:**

Twelve (12) inch cross members on twenty-four (24) inch centers with six (6) inch cross members on eight (8) inch centers between for Rumber decking.

**Detachable Neck:**

Hydraulic system shall be a non-ground bearing hydraulic detachable neck design for hydraulic wet-line operation. Two (2) seven (7) inch x 9.5 inch hydraulic lift cylinders. Eleven (11) foot long gooseneck with eighty four (84) inch minimum swing clearance. Three quarter (3/4) inch x six (6) inch air activated lock manufactured from eighty thousand (80,000) psi steel. Gooseneck flanges shall be half (1/2) inch x eight (8) inch gooseneck flanges constructed from one hundred thousand (100,000) psi yield steel. Minimum of three position neck adjustments manufactures standard.

**Hydraulic System:**

Wet line (PTO) operation. Provide all valves, hoses, piping, quick disconnect/connect type wet line (PTO) fittings for a complete system. All controls accessible at ground level. All controls labeled as to their function.

**Axles:**

Three (3) axles. Each axle having a minimum of twenty five thousand (25,000) pounds capacity and fifty (50) inch axle spacing. Oil lubricated hubs with "Stemco" clear caps or approved equal.

**Suspension:**

Seventy five thousand (75,000) pounds capacity, three (3) axle heavy duty air ride suspension. Rear axle shall have lift capability. Four position ride height. Manual dump valve.

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**Brakes:**

Anti-lock braking system (ABS). Sixteen and one half inch x seven inch full air, s cam type air brakes on two axles. Two axles to be equipped with emergency/parking spring brakes. Air reservoirs with easy access cable pull type drain valves. Automatic slack adjusters. Provide all valves, hoses, piping, and color coded glad hands for a complete system. System to comply with all federal DOT regulations.

**Tires:**

Twelve (12) 255/70R22.5 load range "H" radial tires.

**Wheels:**

Twelve (12) 8.25 x 22.5 steel disc wheels "hub-piloted" type to meet or exceed tire capacity. Spare wheel and tire included.

**Hubometer:**

Manufactures standard.

**Deck:**

Twenty five foot- nine inches (25' 9") foot deck length (clear and unobstructed). Ten foot (10') width. Oak plank decking double screwed to every cross member. Full width and length of deck with exception of center section. Two (2) inch oak center planks for outriggers. Removable wheel well covers constructed from one quarter inch thick diamond tread steel, adequately reinforced for supporting loads and to cover each wheel well section. Enclosed excavator cut out. Flip over loading ramps double hinged and support ledge (front).

**Outriggers:**

Twelve (12) inch removable outriggers on twenty four (24) inch centers. Front outriggers shall be doubled on both sides.

**Lashing Rings:**

Twenty-eight (28) bent style "D" rings, fourteen (14) per side.

**Lighting/Wiring:**

Moisture sealed LED run turn stop warning lights to DOT specifications. Mid-turn signal/clearance light sealed harness system seven (7) way electrical receptacle.

**Mud Flaps:**

Provide manufacturer's standard mud flaps at rear (no dealer advertisement).

**Paint:**

Remove all dust and slag, prime and paint at factory with two (2) coats of highway orange. Prime and paint undercarriage with two (2) coats of rust prevention black to prevent rust and corrosion.

**Conspicuity Tape:**

Install conspicuity tape to DOT specifications.

**Identification Tag:**

Aluminum tag with the following information; payload capacity, trailer weight, axle ratings, wheel ratings, tire ratings, serial number, and model. Serial number shall also be stamped on visible part of frame.

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**License Bracket/Registration Holder:**

Provide heavy duty metal license plate bracket with light. Aluminum document holder (weather tight).

**Safety Lighting:**

Manufacturer standard amber strobe lights at rear of trailer.

**Certification:**

Unit at time of delivery shall have professional engineer certified drawing.

**SUPPLEMENTAL TERMS AND CONDITIONS**  
**(Miscellaneous Equipment)**  
**[Rev. 4/01]**

**Intent of Specifications:**

The specifications are intended to describe equipment for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model number are intended not to be restrictive but to set forth an acceptable level of quality and design. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

**Qualified Bidders:**

Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period and the extended warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder.

**Inspection of Work:**

Representatives of the State Purchasing Division or the ordering agencies shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

**Late Delivery:**

It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

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The following delivery terms and conditions apply to **Miscellaneous Equipment** described in specifications.

Above noted equipment shall be delivered within \_\_\_\_\_ working days of bidder's receipt of order. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the user agency and/or the State for late delivery penalties in the amount of \$\_\_\_\_\_ per unit per day.

Documented strikes, national emergencies, or acts of God are the only justification for delay in delivery. Acts of God are defined as unusual, sudden, and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable human foresight, pains, and care.

At the option of the State Purchasing Director, the user agency may invoke the Default Provisions of this contract contained in the General Conditions and Instructions to Bidders in addition to any liquidated damages as outlined above.

**Motor Vehicle Regulations:**

Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with Safety Standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the Safety Standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

**Certificates, Manuals, and Warranties:**

When unit(s) are delivered, the bidder shall deliver to the ordering agency (if applicable):

- a) Documents of Title,
- b) Certificates of Origin,
- c) Warranty and Guarantee Certificates,
- d) Certifications specified in the contract,
- e) Manuals specified in the contract.

**Guarantees and Warranties:**

Unit(s) furnished hereunder shall be fully warranted (bumper to bumper) on all parts and labor for a minimum of one (1) year, or as may otherwise be required under this specification. In the event that a factory standard warranty exceeds our stipulated warranty, the factory standard warranty shall prevail. No deductible shall apply during the warranty period.

Hydraulic components furnished hereunder shall be fully warranted on parts and labor for a minimum of two (2) years, or as may otherwise be required under this specification.

**Hydraulic Components to be Covered:**

Hydraulic Pumps, Valves, Cylinders, Reservoirs and Controls.

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It is understood that unit(s) offered in response to this request for bids will be of new design. In the event that unforeseen operational problems occur because of a new design, the manufacturer shall warrant that it will retrofit at no cost to the ordering agency, any improvements developed to correct problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) year from date of delivery.

**Servicing:**

Unit(s) ordered under this contract shall be completely serviced and ready for operation upon delivery.

**Warranty Repairs:**

While unit(s) provided hereunder are under warranty, all repairs shall be completed within five (5) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within five (5) working days and failure to receive approval for time extension, the bidder shall provide a like unit until repairs are completed. All repairs shall be performed at the bidder's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the user's responsibility.

**Parts Availability:**

All replacement parts/components required by the ordering agency for repairs of unit(s) shall be provided within five (5) working days during the warranty period. This period may only be extended at the user's option.

In the event of failure to provide parts/components within the stipulated time or receipt of user/owner concurrence for extending this time, the bidder shall provide the replacement parts/components at no cost to the user/owner.

**Training:**

The bidder will be responsible for providing a minimum of four (4) hours of service and operator training or as may otherwise be required under this specification. Training session format(s), length(s), and location(s) will be mutually agreed to between the seller and purchaser.

**Responsibility of Bidders:**

It shall be the responsibility of the bidder to secure written quotations on price and delivery from manufacturers meeting the general specifications set forth herein. Only those manufacturer's who can meet delivery dates, such as to permit delivery of completely assembled unit(s) to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys, which will show conclusively:

- a) Maintenance and reliability experience of units in service for at least one (1) year.
- b) Other data on actual performance of equipment, which in the opinion of the bidder, will assist the State in selecting the most effective cost efficient unit offered by the bidder.

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**Payment or Acceptance Not Conclusive:**

No payment made under this contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, nor conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

**Order of Preference:**

In the event of conflict between the General Conditions and Instructions to Bidders and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.

**Method of Award:**

To the lowest responsible bidder meeting or exceeding specifications, terms and conditions.

**Options:**

All ordered options shall be installed. The ordering of options only is strictly prohibited!

Item	Approx. Qty	Unit	Article and Description	Unit Price
------	-------------	------	-------------------------	------------

**Bid as Options**

- |    |  |  |  |                  |
|----|--|--|--|------------------|
| A) |  |  | Auxiliary gasoline engine with dual function hydraulic system (wet line/auxiliary)   | add \$3,550.00 ✓ |
| B) |  |  | Heavy-duty spring type suspension to meet axle capacity "Hutch TR8750 0-r approved equal.  | deduct \$0.00    |
| C) |  |  | Paint factory Standard color   | deduct \$500.00  |
| D) |  |  | "Muncie" wet kit with aluminum reservoir, valves, pressure relief by pass, hoses, fittings, filter and cab controls for a complete system installed on truck chassis | add \$4,550.00 ✓ |

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Item	Approx. Qty	Unit	Article and Description	Unit Price
E)			Manufactures hubometer	(delete-deduct) \$100.00
F)			Outriggers and planks	(delete-deduct) \$1,500.00
G)			Forty-eight (48) foot overall length	deduct \$500.00
H)			Trailer unit front jeep ready. Two axle jeep.	add \$3,250.00
I)			55 ton payload capacity unit concentrated on sixteen foot	add \$1,800.00
J)			Ten ton (10) hydraulic winch to be located at rear of trailer with hydraulic hookups at rear of trailer utilizing existing truck hydraulics	add \$3,250.00
K)			Eight foot six inches width	deduct \$1,500.00
L)			Rumber in lieu of oak decking	add \$3,950.00
			Make offered.....	Trail EZE
			Model offered.....	TE100DG
			Base price per unit.....	\$80,750.00

\*\*\*1 Item Total\*\*\*

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- [TE120-OF59 \(4 Axle\)](#)
- [TE120-OF59 \(5 Axle\)](#)

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- [TE80HT](#)
- [TE90HT](#)
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- [TE70XT - NEW](#)
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**General Specifications:**

100,000 lb. capacity concentrated in 16'

**Dimensions:**

- Overall Length: 48'-6" to 53"
- Main Deck Length: 22' to 26'-6"
- Gooseneck: 12'-8"
- Width: 8'-6" or 10"
- King Pin Setting: 16" to 42"
- Swing Clearance 42" Setting: 79"
- Swing Clearance 16" Setting: 103"
- Fifth Wheel Height (unloaded): 50"
- Height: 26"
- Ground Clearance: 10"
- Axle Spacing: 50"
- Axle Spacing (50' long models): 60"

**Frame:** All high tensile steel. Custom manufactured beams designed for stress loads at a minimum of two times rated capacity. 4 full size ultra high tensile steel main beams.

**Platform:** 2" oak decking attached to every crossmember with torx head screws. Center boards are left loose for outrigger use. Excavator cut out, open floor. Wheel bolsters between axles only (no wheel covers). Front loading ramps.

**Gooseneck:** Air activated lock. PTO operated hydraulics. Hydraulic neck support arm.

**Note:** All hydraulics are set up to operate at 3,000 PSI.

**Axles:** (3) 25,000 lb. with oil seal hubs.

TE40T  
TE50T  
TE80T

**Brakes:** S Cam air activated 16-1/2" x 7" with automatic slack adjusters.  
**Wheels:** (12) 8.25 x 22.5 disk wheels.  
**Tires:** (12) 255/70R x 22.5 radials.  
**Suspension:** Air ride with air dump valve.  
**"D" Rings:** (14) 7 per side of deck bed. Including bolsters.  
**Outriggers:** On 2' centers.  
**Electrical:** Sealed beam light system with mid-ship turn signal.  
**Paint:** Trailer sandblasted, primed and painted one coat 2-part polyurethane.  
**Warranty:** Limited 5 Year Pro-Rated Major Structural Warranty (USA and Canada ONLY).  
**Options:** Many options available.

Please call 1-800-232-5682 or e-mail [sales@traileze.com](mailto:sales@traileze.com) for more information on options.

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- [TE18R](#)
- [TE20R](#)
- [TE30R](#)
- [TE40R](#)
- [TE50R](#)
- [TE18T](#)
- [TE20T](#)
- [TE30T](#)

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**General Specifications:**  
100,000 lbs. Distributed

**Dimensions:**  
Overall Length: 48' to 53'  
Double Drop Length: 24' to 29'  
Deck Width: 8'-6" or 10"  
Deck Height: Double Drop 24"  
Swing Clearance: 84"  
King Pin Setting: 16"

**Frame:** Non-ground bearing all high tensile steel, custom manufactured beams designed for stress loads at a minimum of two times the rated capacity. Full width upper deck with a 12,000 lb. winch and 100' of cable.

**Platform:** 2" oak deck. Double drop design is standard. 1/4" deck plate to cover rear deck.

**Axles:** (3) 25,000 lb.

**Brakes:** 16-1/2" x 7" air with auto slack adjusters and ABS.

**Wheels:** (12) 8.25 x 22.5 Budd type disc wheels.

**Tires:** (12) 255/70R x 22.5 16 Ply radials.

**Extensions:** 27" Steel EZE-OUT side extensions. (Aluminum available.)

**Park Stands:** Pin drop.

**Suspension:** Air ride with dump valve.

**Traction Bars:** Cover slope to rear deck.

TE40T  
TE50T  
TE80T

**Electrical:** Complete sealed beam light system.

**Paint:** Trailer is sandblasted, primed and painted one coat 2-part polyurethane.

**Warranty:** Limited 5 Year Pro-Rated Major Structural Warranty (USA and Canada ONLY).

**Options:** Many options available.

Please call 1-800-232-5682 or e-mail [sales@traileze.com](mailto:sales@traileze.com) for more information on options.

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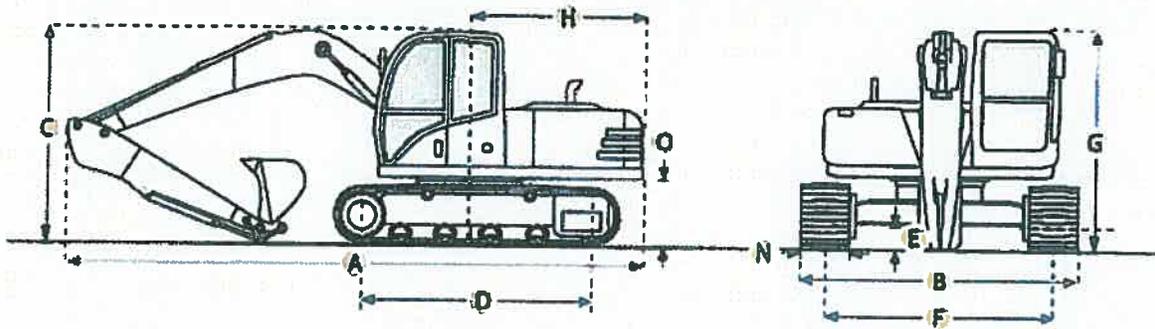
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**Selected Dimensions**

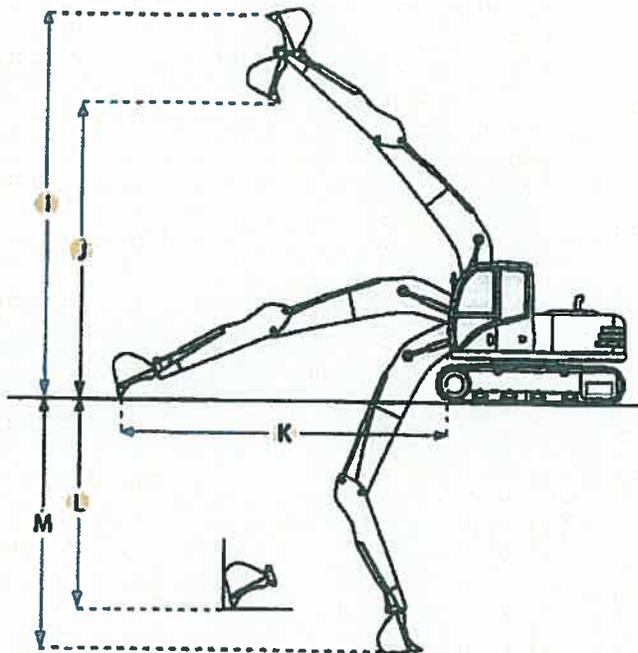
Boom/Stick Option	Boom/Stick Option (HEX) 1	
A. SHIPPING LENGTH OF UNIT	31.1 ft in	9470 mm
C. SHIPPING HEIGHT OF UNIT	9.7 ft in	2960 mm
I. MAX CUTTING HEIGHT	31.7 ft in	9650 mm
J. MAX LOADING HEIGHT	22.4 ft in	6830 mm
K. MAX REACH ALONG GROUND	32.1 ft in	9780 mm
L. MAX VERTICAL WALL DIGGING DEPTH	19.9 ft in	6080 mm
M. MAX DIGGING DEPTH	22 ft in	6710 mm

Dimensions		
B. WIDTH TO OUTSIDE OF TRACKS	10.5 ft in	3200 mm
D. LENGTH OF TRACK ON GROUND	12 ft in	3660 mm
E. GROUND CLEARANCE	1.5 ft in	457 mm
G. HEIGHT TO TOP OF CAB	9.4 ft in	2880 mm
H. TAIL SWING RADIUS	9.3 ft in	2820 mm
O. COUNTERWEIGHT CLEARANCE	3.4 ft in	1040 mm

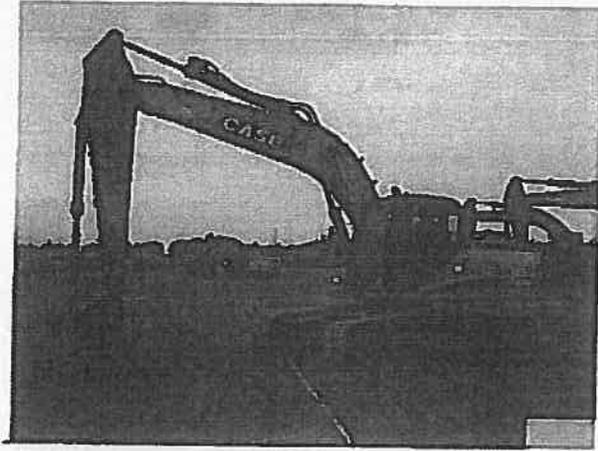
Undercarriage		
N. SHOE SIZE	31.5 in	800.1 mm

**Specification**

Engine		
MAKE	Case	
MODEL	6TAA-5904	
GROSS POWER	153 hp	114.1 kw
NET POWER	147 hp	109.6 kw
POWER MEASURED @	1950 rpm	
DISPLACEMENT	359 cu in	5.9 L
TORQUE MEASURED @	1400 rpm	



MAX TORQUE	450 lb ft	610.1 Nm
NUMBER OF CYLINDERS	6	
ASPIRATION	Turbocharged	
<b>Operational</b>		
OPERATING WEIGHT	44002 lb	19959 kg
FUEL CAPACITY	89.8 gal	340 L
COOLING SYSTEM FLUID CAPACITY	7.1 gal	27 L
HYDRAULIC SYSTEM FLUID CAPACITY	54.4 gal	206 L
ENGINE OIL CAPACITY	6.3 gal	24 L
SWING DRIVE FLUID CAPACITY	1.3 gal	4.8 L
OPERATING VOLTAGE	24 V	
ALTERNATOR SUPPLIED AMPERAGE	45 am: s	
HYDRAULIC SYSTEM RELIEF VALVE PRESSURE	4975 psi	238.2 kPa
HYDRAULIC PUMP FLOW CAPACITY	53.1 gal/min	201 L/min
<b>Swing Mechanism</b>		
SWING SPEED	11.9 rpm	
<b>Undercarriage</b>		
NUMBER OF SHOES PER SIDE	49	
SHOE SIZE	31.5 in	800.1 mm
NUMBER OF CARRIER ROLLERS PER SIDE	2	
NUMBER OF TRACK ROLLERS PER SIDE	8	
GROUND PRESSURE	4.9 psi	31 kPa
MAX TRAVEL SPEED	3.4 mph	5.5 km/h
DRAWBAR PULL	41140 lb	183 kN
<b>Buckets</b>		
REFERENCE BUCKET CAPACITY	1 yd3	0.76 m3
MINIMUM BUCKET CAPACITY	0.62 yd3	0.47 m3
MAXIMUM BUCKET CAPACITY	1.5 yd3	1.1 m3
<b>Boom/Stick Option (HEX) 1</b>		
BOOM/STICK OPTION (HEX) 1	Boom 18'8" (5700mm)/ Stick 9'10" (3000mm)	
SHIPPING HEIGHT OF UNIT	9.7 ft in	2960 mm
SHIPPING LENGTH OF UNIT	31.1 ft in	9470 mm
MAX DIGGING DEPTH	22 ft in	6710 mm
MAX REACH ALONG GROUND	32.1 ft in	9780 mm
MAX CUTTING HEIGHT	31.7 ft in	9650 mm
MAX LOADING HEIGHT	22.4 ft in	6830 mm
MAX VERTICAL WALL DIGGING DEPTH	19.9 ft in	6080 mm
<b>Boom/Stick Option (HEX) 2</b>		
BOOM/STICK OPTION (HEX) 2	Boom 18'8" (5700mm)/ Stick 7'10" (2400mm)	
SHIPPING HEIGHT OF UNIT	10.1 ft in	3070 mm
SHIPPING LENGTH OF UNIT	31.3 ft in	9550 mm
MAX DIGGING DEPTH	20.1 ft in	6120 mm
MAX REACH ALONG GROUND	30.2 ft in	9220 mm
MAX CUTTING HEIGHT	30.7 ft in	9370 mm
MAX LOADING HEIGHT	21.6 ft in	6580 mm
MAX VERTICAL WALL DIGGING DEPTH	18 ft in	5490 mm
<b>Dimensions</b>		
WIDTH TO OUTSIDE OF TRACKS	10.5 ft in	3200 mm
HEIGHT TO TOP OF CAB	9.4 ft in	2880 mm
GROUND CLEARANCE	1.5 ft in	457 mm
COUNTERWEIGHT CLEARANCE	3.4 ft in	1040 mm
TAIL SWING RADIUS	9.3 ft in	2820 mm
LENGTH OF TRACK ON GROUND	12 ft in	3660 mm



Viewing Photo 1 of 5

General Ledger Account Manager: 643-0000-650-8004

Save and Close | Save and New | Delete Item | Print Screen | Documents

643-0000-650-8004 Fiscal 7/1/2014 - 6/30/2015 Balance: 10,533.78

EQUIPMENT Pending: 0.00

General		Original	Current
Segmentation	<input checked="" type="checkbox"/> <input type="checkbox"/>	=	=
Report Groups	▶ Annual	175,000.00	175,000.00
Notes	Actual	10,533.78	10,533.78
▲ Budget	Encumbered	0.00	0.00
Summary	Reserved	92,100.00	92,100.00
Detail	Remaining	72,366.22	72,366.22
Period Distributions	Remaining Perce	41.35	41.35
Adjustments			
Budget Notes			
▲ History			
Detail			
Period Activity			
Fiscals			
Journal Entries			
Encumbrances			
Reserves			

Vendor Name:	MCT INDUSTRIES	7451 PAN AMERICAN FREEWAY	Change Business Address	Amount:	\$92,100.00
Vendor Number:	00868	NORTH EAST			
Vendor Set:	01	ALBUQUERQUE, NM 87109			
Approval Status:	Waiting for Approval	U.S.A			

General	Number	221004	Next Number
Item Entry	Description	MCT INDUSTRIES, INC	
Shipping Entry	Department	Utilities-Water - Utilities-Wa	
Item Approvals	Issue Date	9/17/2014	
Item Approval History	On Hold	<input type="checkbox"/>	
Items Transferred	Requested By	DON COLE	
Notes	Auto Approve	<input type="checkbox"/>	

Defaults

Ship To	Utilities - Utilities
Vendor	00868 - MCT INDUSTRIES

Detailed Description

NEEDED FOR HAULING HEAVY EQUIPMENT (LOADER, EXCAVATOR, TRASH TRUCK, TERRAGATOR  
 STATE CONTRACT #30-005-13-10009 EXPIRES: 09/11/15

[Print](#)[Close](#)

## RE: 50 Ton Trailer

From: **Kenneth Garcia** (contactkennesco@gmail.com)  
Sent: Fri 10/03/14 10:30 PM  
To: DON COLE (doncole2000@msn.com)  
Cc: Carmen Tafoya (carment@ci.las-vegas.nm.us); Shawni Muniz (shawnim@ci.las-vegas.nm.us)

Sounds Good!

On Oct 3, 2014 4:13 PM, "DON COLE" <[doncole2000@msn.com](mailto:doncole2000@msn.com)> wrote:

Ken,

It looks like the next opportunity to put the trailer on the agenda is November.

**Don W. Cole**  
**Water Systems Manager**  
**City of Las Vegas**  
**905 12th Street**  
**Las Vegas, NM 87701**  
**505-429-6326**

---

From: [shawnim@ci.las-vegas.nm.us](mailto:shawnim@ci.las-vegas.nm.us)  
To: [doncole2000@msn.com](mailto:doncole2000@msn.com)  
Subject: RE: 50 Ton Trailer  
Date: Fri, 3 Oct 2014 13:36:56 -0600

Yes. Packets went out today.

Thank You,

Shawni J. Muniz

**THIS MESSAGE IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL, PRIVILEGED, AND EXEMPT FROM DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DELETE IT FROM YOUR SYSTEM WITHOUT COPYING, PRINTING OR FORWARDING IT, AND NOTIFY US BY REPLY EMAIL OR BY CALLING (505) 426-3314. THANK YOU.**

---

**From:** DON COLE [mailto:[doncole2000@msn.com](mailto:doncole2000@msn.com)]  
**Sent:** Friday, October 03, 2014 11:14 AM  
**To:** Shawni Muniz  
**Cc:** Ken Garcia  
**Subject:** FW: 50 Ton Trailer

Shawni,

Is it too late to get this on next weeks agenda?

**Don W. Cole**  
**Water Systems Manager**  
**City of Las Vegas**  
**905 12th Street**  
**Las Vegas, NM 87701**  
**[505-429-6326](tel:505-429-6326)**

---

**Date:** Thu, 2 Oct 2014 21:04:17 -0600  
**Subject:** Fwd: RE: 50 Ton Trailer  
**From:** [contactkennesco@gmail.com](mailto:contactkennesco@gmail.com)  
**To:** [doncole2000@msn.com](mailto:doncole2000@msn.com)

Please do an agenda request.

----- Forwarded message -----

**From:** "Ann Marie Gallegos" <[amgallegos@ci.las-vegas.nm.us](mailto:amgallegos@ci.las-vegas.nm.us)>  
**Date:** Oct 2, 2014 9:37 AM  
**Subject:** RE: 50 Ton Trailer  
**To:** "Carmen Tafoya" <[carmen@ci.las-vegas.nm.us](mailto:carmen@ci.las-vegas.nm.us)>  
**Cc:** "Ken Garcia" <[contactkennesco@gmail.com](mailto:contactkennesco@gmail.com)>

After reviewing the information submitted with the requisition. Please proceed to seek Mayor and Council approval of this purchase for approximately \$92,000. Thank you.

Amg

---

**From:** Carmen Tafoya [mailto:[carmen@ci.las-vegas.nm.us](mailto:carmen@ci.las-vegas.nm.us)]  
**Sent:** Thursday, October 02, 2014 9:15 AM  
**To:** 'Ann Marie Gallegos'  
**Cc:** 'Ken Garcia'  
**Subject:** FW: 50 Ton Trailer

Good Morning Ann Marie;

Can you give me a status on the trailer purchase for Water Department?

Please see below.

Thanks,

Carmen

---

**From:** Kenneth Garcia [mailto:[contactkennesco@gmail.com](mailto:contactkennesco@gmail.com)]  
**Sent:** Wednesday, October 01, 2014 4:31 PM  
**To:** DON COLE  
**Cc:** Carmen Tafoya; maria Gilvarry  
**Subject:** Re: 50 Ton Trailer

Carmen, please follow up on the status.

On Oct 1, 2014 4:29 PM, "DON COLE" <[doncole2000@msn.com](mailto:doncole2000@msn.com)> wrote:

Ken,

As an update to the requested status of the trailer, a requisition and justification were submitted to Carmen on 9/17/14.

The Tyler system shows the trailer requisition (#221004) as "Waiting on Approval." It has been in this status since 9/17/14.

I have no additional information on the purchase of the trailer.

Thanks,

**Don W. Cole**  
**Water Systems Manager**  
**City of Las Vegas**  
**905 12th Street**  
**Las Vegas, NM 87701**  
**505-429-6326**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 11/6/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 11/19/14

**ITEM/TOPIC:** Billing adjustment for Alta Vista Regional Hospital water account.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of billing adjustment and credit for Alta Vista Regional Hospital.

**BACKGROUND/RATIONALE:** The automated meter reading register that was installed at 104 Legion Drive is incorrect because of the installation of the meter. The flow through the meter was incompatible with the register which resulted in a billing error. Due to the error, Alta Vista Regional Hospital is due a credit in the amount of \$54,640.71. Per Resolution #12-06 any credit amount over \$50,000.00 must be approved by the Governing Body.

**STAFF RECOMMENDATION:** Approval of adjustment and credit.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the November 12<sup>th</sup> Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

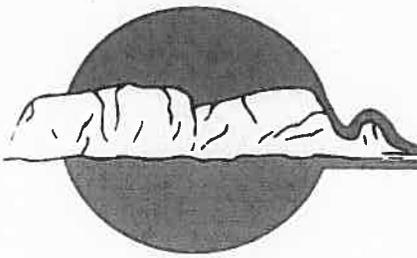
  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

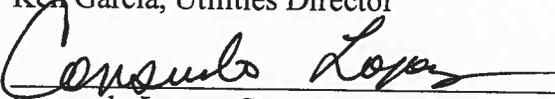
\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
Approved as to Legal Sufficiency Only  
(If Box is Initialed by City Mngr., Review and Sign)



# CITY OF LAS VEGAS

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

**ALFONSO E. ORTIZ, JR.**  
Mayor

TO: Ken Garcia, Utilities Director  
FROM:   
Consuelo Lopez, Customer Service Supervisor  
DATE: November 5, 2014  
RE: Corrective Action Report -- Alta Vista Regional Hospital Water Meter  
AMR/Strainer Error

**Summary:**

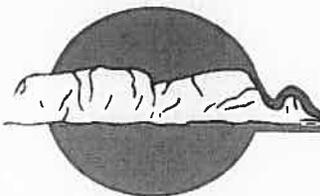
Water meters that were 3 inches and bigger were outfitted with automated meter read registers. Some of these meters were not equipped with strainers and as a result were registering higher water consumption.

**Investigation:**

During an audit of the water meters, it was discovered which meters had strainers and which meters did not. The Customer Service Division had been sending work orders due to high consumption.

**Corrective Action:**

The automated meter read registers have been removed from meters that are 3 inches and larger until we receive strainers and new meter sets. An adjustment and credit has been prepared for Alta Vista Regional Hospital.



# CITY OF LAS VEGAS

1700 N. GRAND AVE • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7935

**ALFONSO E. ORTIZ, JR.**  
Mayor

TO: Ken Garcia, Utilities Director

FROM:   
Don Cole, Water Systems Manager

DATE: November 4, 2014

RE: **CORRECTIVE ACTION REPORT – ALTA VISTA REGIONAL  
HOSPITAL WATER METER**

### Timeline:

1. 7/29/2013 – HD Supply is awarded the AMR project with a purchase order issued in the amount of \$1,031,000.00, and contract number 2697-13, funded under NMFA loan number 2727-DW.
2. 8/01/2013 through 12/23/2014 – AMR meters and registers are installed by City crews under engineering support from WHPacific.
3. 1/09/2014 – It was determined that some of the AMR meters installed within the City were not suitable for the particular location's application.
4. 10/10/2014 – The AMR register for Alta Vista Regional Hospital (104 Legion Drive) was exchanged for a manual read register.

### Finding:

1. The meter and AMR installation for Alta Vista Regional Hospital (104 Legion Drive) was not the appropriate application for the customer. As a result, the customer was billed incorrectly in the aggregate of \$54,640.71.
2. The characteristic of the meter installation, combined with the automated telemetry did not accurately measure the consumption of water by the customer. Usage was over-calculated due to the reduction of laminar flow through the meter.
3. The meter was not provided with test ports to allow field calibration of flow. Larger meters should incorporate the ability to field calibrate.

### Corrective Action:

1. Alta Vista Regional Hospital should be refunded the amount of overage, pursuant to applicable ordinances and resolutions.
2. The meter should be replaced with a more suitable meter that includes the ability to self calibrate, as well as allows staff to field verify meter accuracy. This may include making modifications to the configuration of the customer's service setting that include necessary additional valves and ports.
3. The meter should be manually read until these changes can be effected.

**CITY OF LAS VEGAS  
ACCOUNTS RECEIVABLE DEPARTMENT  
ADJUSTMENT SLIP**

ACCOUNT: 0101-34136-001 DATE: 11-3-14

NAME: Alta Vista Regional Hospital ADDRESS: 104 Laguna Dr

CHECK CHANGE 1. NAME \_\_\_\_\_ 2. ADDRESS \_\_\_\_\_ 3. \_\_\_\_\_

FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**METER READING ADJUSTMENT**

METER NO.: \_\_\_\_\_  
 LAST CORRECT READ: \_\_\_\_\_  
 CORRECTED READ: \_\_\_\_\_  
 TOTAL CORRECT BILLING: \_\_\_\_\_ = (A) \$ \_\_\_\_\_  
 TOTAL AMOUNT BILLED FROM LAST  
 CORRECT READ: (INCORRECT BILLING) \$ \_\_\_\_\_  
 LESS: (A) \$ \_\_\_\_\_  
 TOTAL AMOUNT OF DR/CR: (B) \$ \_\_\_\_\_

DEBIT		CREDIT
WATER	640-5641	<del>\$54,640.71</del> W-29,200.69 #22,841.42
GAS	620-5641	
SEWER	610-5641	
SANITATION	630-5641	
TAX	2029	
GAS N/P FEE	620-5643	W-1,460.05 Sew 1,132.55
WATER N/P FEE	640-5643	
NSF CHECK FEE	101-5588	
MISCELLANEOUS		
<b>TOTAL:</b>		<b>\$54,640.71</b>

COMMENTS:  
 When we installed Automated Reading Registers we should have made sure they had streamers. This meter did not have a streamer. This is a 4 inch meter. This meter was registering Higher Consumption. we will remove Automated meter read registers and installed a regular meter.

PREPARED BY: Chavez AUTHORIZED BY: \_\_\_\_\_ POSTED BY: \_\_\_\_\_

BILL DATE	WA-BILLED	ADJUSTMENT	DIFFERENCE	WA-TAX	ADJ.	DIFF	
2/7/2014	3,126.51	\$1,456.20	\$1,670.31	\$156.33	\$72.81	\$83.52	
3/11/2014	4,788.45	\$1,456.20	\$3,332.25	\$239.42	\$72.81	\$166.61	
4/14/2014	4,488.72	\$1,456.20	\$3,032.52	\$224.44	\$72.81	\$15,163	
5/19/2014	7,199.99	\$1,692.48	\$5,507.51	\$360.00	\$84.62	\$275.38	
6/11/2014	4,971.28	\$1,692.48	\$3,278.80	\$248.56	\$84.62	\$163.94	
7/8/2014	4,774.37	\$1,692.48	\$3,081.89	\$238.72	\$84.62	\$154.10	
8/7/2014	4,784.12	\$1,700.36	\$3,083.76	\$239.21	\$85.02	\$154.19	
9/4/2014	4,570.35	\$1,700.36	\$2,869.99	\$228.52	\$85.02	\$143.50	
10/6/2014	5,044.02	\$1,700.36	\$3,343.66	\$252.20	\$85.02	\$167.18	
	43,747.81	\$14,547.12	\$29,200.69	\$2,187.40	\$727.35	\$1,460.05	
BILL DATE	SEW-BILLED	ADJUSTMENT	DIFFERENCE	SEW-TAX	ADJ.	DIFF.	
2/7/2014	2,680.05	\$1,185.48	\$1,494.57	\$134.00	\$59.27	\$74.73	
3/11/2014	4,167.19	\$1,185.42	\$2,981.77	\$208.36	\$59.27	\$149.09	
4/14/2014	3,898.99	\$1,185.42	\$2,713.57	\$194.95	\$59.27	\$135.68	
5/19/2014	5,126.70	\$1,185.42	\$3,941.28	\$256.34	\$59.27	\$197.07	
6/11/2014	3,531.79	\$1,246.85	\$2,482.01	\$176.59	\$62.34	\$114.25	
7/8/2014	3,390.88	\$1,246.85	\$2,144.03	\$169.54	\$62.34	\$107.20	
8/7/2014	3,598.52	\$1,246.85	\$2,351.67	\$179.93	\$62.34	\$117.59	
9/4/2014	3,435.50	\$1,246.85	\$2,188.65	\$171.78	\$62.34	\$109.44	
10/6/2014	3,796.72	\$1,246.85	\$2,549.87	\$189.84	\$62.34	\$127.50	
	33,626.34	\$10,975.99	\$22,847.42	\$1,681.33	\$548.78	\$1,132.55	
			4" meter no alternative				
ACCOUNT	0101-34136-001	ALTA VISTA REGIONAL HOSPITAL					

29,200.69  
 1,460.05  
 22,847.42  
 1,132.55  


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 54,640.71



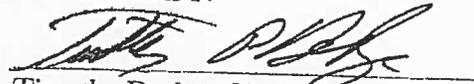
CITY OF LAS VEGAS  
ADMINISTRATIVE REGULATIONS



SUBJECT: UTILITY BILLING CORRECTIONS & REFUNDS

ADMINISTRATIVE NUMBER: A-11-190
REVISION:
SUPERSEDES:
EFFECTIVE DATE: 2-14-11
PAGE 1 -2

APPROVED BY:

  
Timothy Dodge, City Manager

- I. **PURPOSE:** The purpose of this Administrative Regulation is to set forth the conditions governing the process in issuing **Billing Corrections and Refunds**.
- II. **OBJECTIVE:** The primary objective is to adhere to all City of Las Vegas Ordinances and to complete a thorough analysis on requested action.

III. **AUTHORIZED PERSONNEL:**

City Manager hereby authorizes the following personnel to complete an analysis and to sign off on authorization.

- a. Utility Services Supervisor (approval needed for errors <\$1,000)
- b. Director
- c. Finance Director
- d. City Manager

IV. **Refund Form:**

Attachment (A) Authorization Form is to be made part of this Administrative Regulation that must be processed. All final copies must be maintained at the Utility Department.

My copy

CITY OF LAS VEGAS  
RESOLUTION NO. 12-06

A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, REQUIRING APPROVAL BY THE CITY MANAGER AND FINANCE DIRECTOR OF ADJUSTMENTS MADE TO UTILITY BILLS FROM \$1,000.00 TO \$50,000.00.

WHEREAS, this resolution will establish controls over the utility billing process as recommended by auditors; and

WHEREAS, there are instances where customer accounts need to be adjusted due to billing errors, disputed utility bills, leaks, etc.; and

WHEREAS, the City Manager and Finance Director are required to make a determination as to the necessity of the adjustment; and

WHEREAS, written documentation is required for all customer adjustments; and

WHEREAS, the Utilities Director will make a recommendation to the City Manager on adjustments from \$1,000.00 to \$50,000.00; and

WHEREAS, adjustments for under \$1,000.00 are approved by the Utilities Department; and

WHEREAS, adjustments over \$50,000.00 will have to be approved by the governing body; and

WHEREAS, this resolution establishes a dollar threshold for approval levels for the City Manager and Finance Director;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Las Vegas that the City Manager and Finance Director are authorized to approve adjustments from \$1,000.00 to \$50,000.00.

PASSED, APPROVED, AND ADOPTED this 19 day of January, 2012

CITY OF LAS VEGAS

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

(Seal)

ATTEST:

Cassandra Fresquez  
Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero  
Dave Romero Jr., City Attorney



## Completed

Job Date: 4/22/2014 8:00 AM

Job Code: Misc - Miscellaneous

Group: WATER DEPARTMENT

Staff:

Service Order #: SO0029386

Job Action: Miscellaneous

Issued By: Jodi Marquez

Requested By:

Location: 104 LEGION DR LAS VEGAS NM 87701

Account: 0101-34136

### Services

Service	Action	Current Meter #	Meter Serial #	RADIO #	Scale	Last Read	Reading	New Meter #	Set Reading
100 - Water	No Action	45661753	45661753		10	1,793,373			
200 - Gas	No Action	9990787	9990787	2000240927	0	108,856			
510 - Fire Protecti	No Action	8INLINE03	8INLINE03		100	10			
300 - Sewer	No Action				0	0			
400 - Sanitation	No Action				0	0			

Order Notes: verify 4" meter has strainer/screen

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Completion Notes: 4/23/14 by AM  
4" meter no strainer

---



---

Completion Date:

---

Worked By:

---

Approved By:

---

# Large Meter Strainers - Preventive Maintenance Against Costly Repairs and Lost Revenues Reasons for Sensus Meters

See also:

[PDF Version of White Paper](#)

By Steve McCoy, Marketing Manager

Opinions tend to vary as to what constitutes a proper large meter installation. Because situations and needs also vary, most water utilities and investor-owned water companies have established their own guidelines covering large meter installations. Factors such as preferred vault dimensions, bypass piping, use of shutoff valves, meter testing outlets and meter reading options get consideration.

Unfortunately, an important component sometimes overlooked is the inclusion of an appropriate strainer to be installed directly upstream of the meter. Although this omission outwardly appears to be a way to save expense, the long term results can be far more costly. Increased maintenance requirements, greater frequency of repairs, reduced meter lifespan and lost revenues for the utility when meters prematurely stop providing accurate flow measurements are but a few of the consequences when strainers are omitted.

A properly installed strainer not only enhances protection for a meter against damage from debris in the line, it also contributes to the meter's accuracy and service life. Many utility managers are discovering that strainers are actually a good investment, one that can quickly pay for itself.

## LOW COST INSURANCE POLICY

Considering the significant revenue generated by large meters along with weighing the factors of anticipated service life and maintenance needs, it is highly prudent to include relatively low cost devices like strainers. They ensure the meter's maximum long term performance while also protecting them from internal damage. For those reasons Sensus recommends that proper strainers be included when installing high quality measurement devices such as Sensus Turbo Meters, SRH Compound meters and fire service meter assemblies. Strainers provide a simple and basic low cost form of meter performance insurance.

There are several key reasons why a properly selected and installed strainer makes practical sense:

- It helps eliminate costly repairs, added maintenance and lost revenues for the utility - by providing protection from debris that can find its way into water lines. Pieces of rock, wood, metal, line scale and other objects have been found in the lines of even the most well maintained water systems. Without a strainer to stop them, they can be directed through a meter at high velocity during periods of high flow demands to cause costly damage to its measuring components. Damaged meters will either lose accuracy or stop entirely. For example, extensive damage to a meter caused by not having a strainer equates to the following comparisons utilizing current Sensus Meter Modernization and Maintenance Plan (MMP) pricing levels (based on pricing as of February, 1995).
- A complete Turbo Meter replacement chamber = Approximate cost of an AWWA type strainer.
- Complete SRH Compound exchange = Two to three times the approximate cost of an AWWA type strainer.
- It ensures greater and consistent flow measurement registration accuracy - by reducing turbulence in the line. A strainer helps condition the flow of water passing through the meter. Turbulence in the flow, the uneven velocity profile known as flow jetting, is caused by elbows, valves, tees and reducers in the line located Low Cost Insurance Policy upstream of the meter. This common condition can significantly contribute to inaccurate meter registration and shorten the life of the meter's measuring elements by putting excessive or uneven forces on bearings and turbine rotors.
- It provides an effective way to compensate for negative effects of not meeting recommended installation requirements. A strainer can help reduce the amount of recommended minimum of straight pipe length directly upstream of the meter, a requirement designed to achieve properly conditioned flows at the measuring element. Recommended proper minimum straight pipe installation requirements help minimize the negative effects of jetting but can not always be satisfied due to physical restraints or other

Follow us on

factors at the installation site. Adding a strainer often helps to correct such less-than-optimum installation situations.

Even when new large meter installations are paid for by someone other than the utility, the long term effects of omitting strainers can be nevertheless expensive. An example of this would be a new service installation such as the construction of a building. The cost of all specified appurtenances, i.e.- piping, valves and meter might be the responsibility of the property developer.

Once service is established, however, the utility usually assumes ownership of the meter and those various components. In so doing, the utility also assumes responsibility for all future maintenance and repair needs. While the original property developer may have saved money by not including a strainer (thanks to an absence of a strainer requirement), it will be the utility that is burdened with the consequences of the omission.

### STRAINER DESIGNS FOR A VARIETY OF APPLICATIONS

Sensus recommends a proper strainer to be installed upstream of all velocity-type meters. This includes any water meter with a rotor or propeller measuring element. Sensus offers two basic strainer designs for specific uses; AWWA (American Water Works Association) general domestic service applications and Fire Service applications.

#### AWWA TYPE STRAINERS

The AWWA type strainer is recommended for services supplying domestic water. This type is recommended for all Compound, Turbo Meter, and many Propeller meter installations. It includes meter settings where a maximum working pressure of 150 psig (10.0 bar) will not be exceeded and a minimum of twice (2x) the strainer's screen area is present in comparison to the opening of the pipe diameter. AWWA type strainer screens are made of stainless steel or bronze composition. The strainer body is either bronze or coated iron.

Sensus offers AWWA type strainers in two basic separate body types. Sensus bronze strainers are available for meter sizes 1- 1/2" (40mm) through 6" (150mm) and iron strainers for 8" (200mm) through 16" (400mm) sizes. The unique line of DRS Sensus Turbo Meters utilize integral strainers as part of their bronze maincases. Each DRS Turbo Meter maincase also includes a convenient test port outlet and plugged, inlet flushports. Regardless of the type or style, the Sensus strainer's screen is always externally accessible, eliminating the need to disturb the meter's measuring chamber or other components when the strainer's cover plate is removed for inspection or service.

#### FIRE SERVICE STRAINERS

Sensus offers several types of fire service meters and assemblies; DRFS (Direct Read Fire Service) meters, CFS (Compact Fire Service) meters, FireLine and Compact FireLine assemblies. These different types can be installed to satisfy all applicable building and fire service codes. A number of factors should be considered when selecting the proper meter and strainer for installations that must provide fire protection along with domestic water service.

- Considerations for providing both fire and domestic use service through a single service line vs. two separate service lines.
- An analysis of the anticipated domestic flow parameters.
- Compliance with all local, county and state fire code requirements for service lines providing fire flow capability.
- The utility's current policy to completely meter all points of service.
- The impact on end-user fire insurance rates.
- Future impact on system maintenance costs for maintaining separate service line laterals and appurtenances vs. a single metered service.
- Space availability and laying length requirements for new installations or replacements of existing old fire service meters.

Sensus offers iron-bodied U.L. (Underwriter Laboratories) listed and F.M. (Factory Mutual) Research approved fire service strainers for 4" (40 mm) through 10" (250 mm) nominal sizes. In accordance with meeting or exceeding all industry standard requirements, the screens in these strainers have a minimum of four times (4x) the screened area compared to the opening of pipe in the service line. These strainers also comply with all static pressure ratings as well as high flow test requirements.

Sensus fire service strainers have a v-shaped design for extra strength and durability. The apex of the V faces the incoming flow to present a stronger angled surface that resists infiltration or damage caused by debris in the line that travels at high velocity during full service demand use. The V design also channels random debris to the sides of the strainer body to aid in maintaining open flow paths during critical periods when full service is required.

#### SUMMARY

Water utility managers should demand strainers for all new large meter installations or replacements as a way to reduce future repair costs and combat premature measurement accuracy problems. Even where water service providers may not pay for new service large meter installations, they should require that proper strainers be included in such settings.

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By establishing a policy of including proper strainers in all large meter installations and periodically inspecting them, water providers will not only ensure better, safer service to their customers, but also reduce the risk of having undetected revenue losses and dealing with premature meter replacement or repair problems.

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Water Meter Audit Report	Date	City:	Las Vegas
	6/4/2014		

Meter Number	Customer	Address
45661753 AMR 1850515506	Alta Vista Hospital	104 Legion Drive

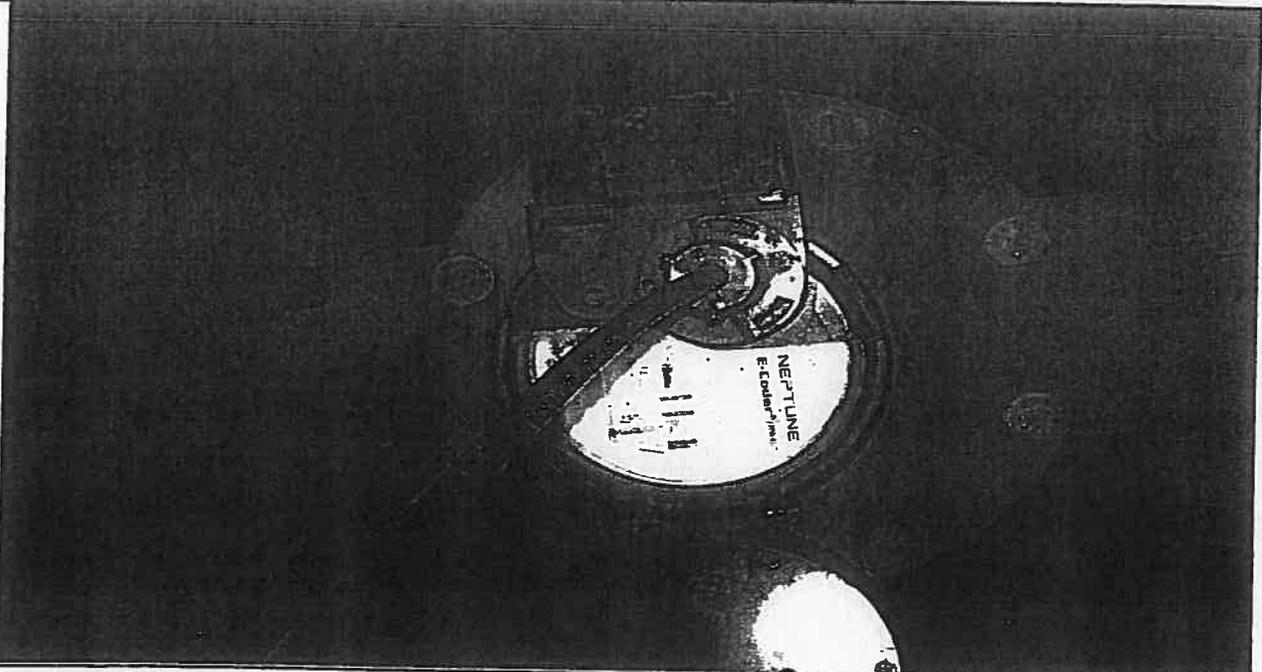
Brand	Type	Size	Pit Condition	1. Good condition 2. No Bypass
Neptune	Turbine (14")	4"		
Register reading	Low Side	High Side	Inlet Valve	30' north of meter
		3327956.10	Outlet Valve	Outlet vales located in building Contact Santana 505-429-8798

Physical Description of Pit Location				
GPS coordination	N	35° 37.464'	W	105° 12.647'

You have to install a bypass on this meter. To test meter you cannot shut off the hospital. Recommendation is to install bypass to change out meters as well as work on meters or to get meters tested.

Is this the best meter type for this location?	Absolutely NOT--Should install a Single Jet or Compound meter as soon as possible
	Meter needs to be replaced based on accuracy(losing a minimum of 8 gpm)

Photo and or Comments



## Las Vegas 2014--Meter Audit Summary

Meter Number and Location	Meter Type	Correct or Incorrect Meter	Comments	Pit and Valves Comments	Bypass	Testable
70265983 NMHU--1241 9th	4" Turb	No	Possible residential application--Lots of revenue loss below 8 GPM	Good	No	No
70952260 Super 8 Motel	4" Turb	No	Horrible meter for this location--Lots of Revenue loss	Bad--Too Small	No	No
<del>45661753</del> Alta Vista Hospital	<del>4" Turb</del>	No	<del>Bad Meter for this location--Lots of low flow water revenue being lost</del>	Good	<del>No</del>	<del>No</del>
70148608 LV Schools	6" Comp	No	This is not a good meter for this application: Registers: Lo--4294 Gal High--89,097	Good	No	Yes
7046432 LV Schools	2" Comp	No	This is clearly irrigation only--should install a turbine	Small	Irrig	Yes
70252256 Torres Golf Course	4" Turb	Yes	Excellent choice	Good	Irrig	No
1227746 Casa Allegre	4" Comp	Yes	Meter is old and should be replaced with Single Jet	Bad--Too Small	No	Yes
70209632 NMHU--Residential	4" Comp	Yes	Please note the High and Low flow-- could replace with Single Jet need to locate outlet valve for testing	Bad--Too Small	No	Yes
70253293 United World Coll	6" Turbine	Yes	Excellent choice	Good	No	No
1353543 Townhouse Motel	3" Comp	No	Old style compound, worn out, replace with Single Jet Meter	Good	No	Yes
70191550 NMBIH Meadows	3" Comp	Yes	Fireline bypass meter, could be changed to Single Jet	Good	No	Yes

ALTA VISTA REGIONAL HOSPITAL

104 LEGION DR LAS VEGAS NM 87701

Account: 0101-34136-001

Alerts (1)

Outstanding Service Orders

Billing Cycle: 01

	Date	Type	Reference	Description	Credits	Debits	Cumulative Balan	Receipt #	Packet
Overview									
Profile	10/21/2014	Payment	270342		-19,774.41		-54,572.70	00194639	Batch:00004466
Financial	10/15/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		13,990.96	-34,798.29		UBPKT04069
Billing	10/15/2014	Bill Reversa	OTHER BILL AD	BILL REVERSAL	-13,926.30		-48,789.25		UBPKT04069
Services	10/15/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		13,586.20	-34,862.95		UBPKT04067
Contracts	10/15/2014	Bill Reversa	BILL 8/22/2014	BILL REVERSAL	-19,774.41		-48,449.15		UBPKT04067
Energy Assistance	10/15/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		11,132.95	-28,674.74		UBPKT04065
AMP	10/15/2014	Bill Reversa	BILL 7/23/2014	BILL REVERSAL	-16,444.53		-39,807.69		UBPKT04065
Past Due	10/15/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		11,484.32	-23,363.16		UBPKT04063
History	10/15/2014	Bill Reversa	BILL 6/23/2014	BILL REVERSAL	-17,191.53		-34,847.48		UBPKT04063
Transactions	10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		11,812.80	-17,655.95		UBPKT04058
Service Orders	10/14/2014	Bill Reversa	BILL 5/24/2014	BILL REVERSAL	-17,364.52		-29,468.75		UBPKT04058
Account Service Billin	10/14/2014	Bill Reversa	BILL 4/24/2014	BILL REVERSAL	-19,897.39		-12,104.23		UBPKT04055
Billing History	10/14/2014	Bill Void	OTHER BILL AD	OTHER BILL AD		13,926.30	7,793.16		UBPKT04055
Legacy Transaction H	10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		18,000.93	-6,133.14		UBPKT04054
Legacy Transaction D	10/14/2014	Bill Reversa	BILL 3/25/2014	BILL REVERSAL	-27,922.17		-24,134.07		UBPKT04054
	10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		19,244.55	3,788.10		UBPKT04052
	10/14/2014	Bill Reversa	BILL 2/23/2014	BILL REVERSAL	-25,277.95		-15,456.45		UBPKT04052
	10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		20,103.18	9,821.50		UBPKT04050
	10/14/2014	Bill Reversa	BILL 1/24/2014	BILL REVERSAL	-26,732.90		-10,281.68		UBPKT04050
	10/14/2014	Bill Adjustm	OTHER BILL AD	OTHER BILL AD		24,076.01	16,451.22		UBPKT04048
	10/14/2014	Bill Reversa	BILL 12/25/2013	BILL REVERSAL	-27,399.20		-7,624.79		UBPKT04048
	10/6/2014	Bill Void	BILL 8/22/2014	BILL 8/22/2014		19,774.41	19,774.41		UBPKT04019
	9/24/2014	Payment	270091		-16,444.53		0.00	00187326	Batch:00004273
	9/10/2014	Payment	269870		-17,191.53		16,444.53	00183740	Batch:00004182
	9/4/2014	Bill Void	BILL 7/23/2014	BILL 7/23/2014		16,444.53	33,636.06		UBPKT03892
	8/11/2014	Bill Void	BILL 6/23/2014	BILL 6/23/2014		17,191.53	17,191.53		UBPKT03802
	7/31/2014	Payment	Payment 7/31/20		-17,364.52		0.00	00172875	Batch:00003954

Total					(\$2,026,903.28)	\$1,972,330.58			
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City of Las Vegas, NM

# Account Billing History Report

0101-34136-001

ALTA VISTA REGIONAL HOSPITAL

Service Address: 104 LEGION DR

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis					
										Service Code-Descript.	Consump.	Charge	Days	Tax -----Read Date/Reading-----	
10/15/2014	UBPKT04069	-31,582.25	13,990.96	0.00	0.00	0.00	0.00	0.00	-17,591.29	100 - Water	157,520	1,692.48	30	84.62 6/2/2014	78,760
										200 - Gas	1,239	9,144.07	30	737.24 6/5/2014	127,851
										300 - Sewer	0	1,185.42	30	59.27	0
										400 - Sanitation	0	573.40	30	28.67	0
										510 - Fire Protection	0	462.66	30	23.13 6/2/2014	10
10/15/2014	UBPKT04067	-37,430.36	13,586.20	0.00	0.00	0.00	0.00	0.00	-23,844.16	100 - Water	157,520	1,700.36	30	85.02 9/25/2014	141,768
										200 - Gas	1,197	8,829.34	30	711.87 9/25/2014	153,226
										300 - Sewer	0	1,246.85	30	62.34	0
										400 - Sanitation	0	612.50	30	30.63	0
										510 - Fire Protection	0	292.66	30	14.63 9/30/2014	10
10/15/2014	UBPKT04065	-34,100.48	11,132.95	0.00	0.00	0.00	0.00	0.00	-22,967.53	100 - Water	157,520	1,700.36	30	85.02 8/26/2014	126,016
										200 - Gas	889	6,559.13	30	528.83 8/25/2014	145,604
										300 - Sewer	0	1,246.85	30	62.34	0
										400 - Sanitation	0	612.50	30	30.63	0
										510 - Fire Protection	0	292.66	30	14.63 8/28/2014	10
10/14/2014	UBPKT04058	2,409.89	11,812.80	0.00	0.00	0.00	0.00	0.00	14,222.69	100 - Water	157,520	1,692.48	30	84.62 6/30/2014	94,512
										200 - Gas	966	7,128.42	30	574.73 7/3/2014	134,003
										300 - Sewer	0	1,185.42	30	59.27	0
										400 - Sanitation	0	573.40	30	28.67	0
										510 - Fire Protection	0	462.66	30	23.13 7/3/2014	10
10/14/2014	UBPKT04058	2,409.89	11,812.80	0.00	0.00	0.00	0.00	0.00	14,222.69	100 - Water	157,520	1,692.48	30	84.62 6/30/2014	94,512
										200 - Gas	966	7,128.42	30	574.73 7/3/2014	134,003
										300 - Sewer	0	1,185.42	30	59.27	0
										400 - Sanitation	0	573.40	30	28.67	0
										510 - Fire Protection	0	462.66	30	23.13 7/3/2014	10
10/15/2014	UBPKT04063	-34,847.48	11,484.32	0.00	0.00	0.00	0.00	0.00	-23,363.16	100 - Water	157,520	1,700.36	30	85.02 7/29/2014	110,264
										200 - Gas	933	6,884.28	30	555.05 7/31/2014	139,944
										300 - Sewer	0	1,246.85	30	62.34	0
										400 - Sanitation	0	612.50	30	30.63	0
										510 - Fire Protection	0	292.66	30	14.63 7/30/2014	10
10/15/2014	UBPKT04063	-34,847.48	11,484.32	0.00	0.00	0.00	0.00	0.00	-23,363.16	100 - Water	157,520	1,700.36	30	85.02 7/29/2014	110,264
										200 - Gas	933	6,884.28	30	555.05 7/31/2014	139,944
										300 - Sewer	0	1,246.85	30	62.34	0
										400 - Sanitation	0	612.50	30	30.63	0
										510 - Fire Protection	0	292.66	30	14.63 7/30/2014	10

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis						
										Service Code-Descript.	Consump.	Charge	Days	Tax	Read Date/Reading	
10/14/2014	UBPKT04054	-8,147.76	18,000.93	0.00	0.00	0.00	0.00	0.00	9,853.17	100 - Water	157,520	1,692.48	30	84.62	5/6/2014	63,008
										200 - Gas	1,743	12,854.86	30	1,036.42	5/9/2014	119,957
										300 - Sewer	0	1,185.42	30	59.27		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	5/6/2014	10
10/14/2014	UBPKT04052	-5,503.54	19,244.55	0.00	0.00	0.00	0.00	0.00	13,741.01	100 - Water	157,520	1,456.20	30	72.81	3/31/2014	47,256
										200 - Gas	1,930	14,235.27	30	1,147.72	4/8/2014	108,856
										300 - Sewer	0	1,185.42	30	59.27		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	4/2/2014	10
10/14/2014	UBPKT04050	-6,958.49	20,069.79	0.00	33.39	0.00	0.00	0.00	13,144.69	100 - Water	157,520	1,456.20	30	72.81	3/3/2014	31,504
										200 - Gas	2,034	14,998.94	30	1,209.29	3/4/2014	96,562
										300 - Sewer	0	1,185.42	30	59.27		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	3/4/2014	10
10/14/2014	UBPKT04048	-7,624.79	24,076.01	0.00	0.00	0.00	0.00	0.00	16,451.22	100 - Water	157,520	1,456.20	30	72.81	1/29/2014	2,644,854
										200 - Gas	2,537	18,706.26	30	1,508.19	1/29/2014	83,608
										300 - Sewer	0	1,185.42	30	59.27		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	1/29/2014	10
1/10/2014	UBPKT02465	113.13	11,492.76	0.00	0.00	0.00	0.00	0.00	11,605.89	100 - Water	141,200	1,358.45	30	67.92	1/6/2014	2,485,670
										200 - Gas	981	7,241.82	30	583.87	1/6/2014	67,450
										300 - Sewer	0	1,097.94	30	54.90		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	1/6/2014	10
12/19/2013	UBPKT02376	8,043.02	28,498.28	0.00	0.00	0.00	0.00	0.00	36,541.30	100 - Water	172,600	1,546.53	30	77.33	12/4/2013	2,471,550
										200 - Gas	3,070	22,632.27	30	1,824.73	12/4/2013	61,200
										300 - Sewer	0	1,266.25	30	63.31		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	12/4/2013	10
11/7/2013	UBPKT02236	0.00	8,012.86	0.00	30.16	0.00	0.00	0.00	8,043.02	100 - Water	139,200	1,346.47	30	67.32	10/25/2013	2,454,290
										200 - Gas	547	4,043.61	30	326.02	10/25/2013	41,649
										300 - Sewer	0	1,087.22	30	54.36		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	10/25/2013	10
10/15/2013	UBPKT02142	0.00	11,951.28	0.00	8.03	0.00	0.00	0.00	11,959.31	100 - Water	152,100	1,651.89	30	82.59	9/27/2013	2,440,370
										200 - Gas	1,072	7,324.23	30	590.52	9/27/2013	38,163
										300 - Sewer	0	1,156.37	30	57.82		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	9/27/2013	10
9/10/2013	UBPKT02036	0.00	11,916.04	0.00	14.53	0.00	0.00	0.00	11,930.57	100 - Water	141,600	1,573.24	30	78.66	8/27/2013	2,425,160
										200 - Gas	1,087	7,422.73	30	598.46	8/27/2013	31,332
										300 - Sewer	0	1,100.09	30	55.00		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	8/27/2013	10

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis						
										Service Code-Descript.	Consump.	Charge	Days	Tax	Read Date/Reading	
8/7/2013	UBPKT01927	11,129.99	13,547.32	0.00	11.20	0.00	0.00	0.00	24,688.51	100 - Water	171,600	1,797.94	30	89.90	7/29/2013	2,411,000
										200 - Gas	1,253	8,557.72	30	689.97	7/29/2013	24,409
										300 - Sewer	0	1,260.89	30	63.04		0
										400 - Sanitation	0	573.40	30	28.67		0
										510 - Fire Protection	0	462.66	30	23.13	7/26/2013	10
7/10/2013	UBPKT01757	0.00	11,129.99	0.00	0.00	0.00	0.00	0.00	11,129.99	100 - Water	151,500	1,221.68	30	61.08	6/25/2013	2,393,840
										200 - Gas	1,018	6,949.47	30	560.30	6/25/2013	16,426
										300 - Sewer	0	1,045.59	30	52.28		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	6/25/2013	10
6/10/2013	UBPKT01543	0.00	15,118.65	0.00	0.79	0.00	0.00	0.00	15,119.44	100 - Water	149,400	1,211.85	30	60.59	5/28/2013	2,378,690
										200 - Gas	1,562	10,659.58	30	859.43	5/28/2013	9,945
										300 - Sewer	0	1,035.82	30	51.79		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	5/28/2013	10
5/10/2013	UBPKT01252	39,323.81	9,905.77	0.00	0.00	0.00	0.00	0.00	49,229.58	100 - Water	113,700	1,044.78	30	52.24	4/26/2013	2,363,750
										200 - Gas	902	6,159.26	30	496.59	4/26/2013	999,999
										300 - Sewer	0	869.82	30	43.49		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	4/26/2013	10
4/18/2013	UBPKT01090	20,101.05	19,222.76	0.00	0.00	0.00	0.00	0.00	39,323.81	100 - Water	148,800	1,069.17	30	53.46	4/5/2013	2,352,380
										200 - Gas	2,139	14,598.83	30	1,177.03	4/5/2013	994,256
										300 - Sewer	0	1,033.03	30	51.65		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	4/5/2013	10
4/4/2013	UBPKT01002	-362.24	20,463.29	0.00	0.00	0.00	0.00	0.00	20,101.05	100 - Water	187,300	1,213.16	30	60.66	3/7/2013	2,337,500
										200 - Gas	2,261	15,432.94	30	1,244.28	3/7/2013	980,631
										300 - Sewer	0	1,212.06	30	60.60		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	2/28/2013	10
2/13/2013	UBPKT00679	-143.82	18,634.97	0.00	0.00	0.00	0.00	0.00	18,491.15	100 - Water	221,300	1,340.32	30	67.02	1/31/2013	2,318,770
										200 - Gas	1,973	13,463.85	30	1,085.52	1/31/2013	966,227
										300 - Sewer	0	1,370.16	30	68.51		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	1/31/2013	10
1/11/2013	UBPKT00651	860.16	17,849.41	0.00	0.00	0.00	0.00	0.00	18,709.57	100 - Water	96,800	874.69	30	43.73	1/4/2013	2,296,640
										200 - Gas	2,015	13,751.87	30	1,108.74	12/31/2012	953,662
										300 - Sewer	0	791.23	30	39.56		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	1/4/2013	10
12/11/2012	UBPKT00228	0.00	16,819.48	0.00	0.00	0.00	0.00	0.00	16,819.48	100 - Water	150,500	1,075.53	30	53.78	11/29/2012	2,286,960
										200 - Gas	1,811	12,360.99	30	996.60	11/29/2012	940,828
										300 - Sewer	0	1,040.94	30	52.05		0
										400 - Sanitation	0	552.90	30	27.65		0
										510 - Fire Protection	0	627.66	30	31.38	11/29/2012	10

Date	Packet Number	Arrears	Services Billed	Deposit Billed	Contract Billed	AMP Adjustment	Deposit Return	E. A. Return	Total Due	Metered Service Analysis					
										Service Code-Descript.	Consump.	Charge	Days	Tax -----Read Date/Reading-----	
11/13/2012	UBPKT00133	-646.91	16,045.75	0.00	0.00	0.00	0.00	0.00	15,398.84	100 - Water	184,800	957.32	33	47.87 10/29/2012	2,271,910
										200 - Gas	1,669	11,394.11	33	918.65 10/29/2012	929,293
										300 - Sewer	0	1,200.43	33	60.02	0
										400 - Sanitation	0	552.90	33	27.65	0
										510 - Fire Protection	1,000	844.57	33	42.23 10/29/2012	10
												<b>370,354.08</b>		<b>26,950.16</b>	
	<b>Totals for 0101-34136-001:</b>		<b>397,304.24</b>	<b>0.00</b>	<b>98.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>							



Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge	
0101-34136-001	100	Water	0	415,769	436,369	1	-3,282.84	
ALTA VISTA REGIONAL HOSF	100	Water	2,485,670	2,487,730	20,600	1	0.00	
104 LEGION DR LAS VEGAS N	200	Gas	67,450	83,608	2,536.806	1	-20,214.45	
	300	Sewer			436,369	1	-2,814.05	
** Reversed Bill **	400	Sanitation			1	1	-602.07	
	510	Fire Protection	10	10	0	1	-485.79	Total: -27,399.20
							Arrears: -7,624.79	
0101-34136-001	100	Water	0	15,752	157,520	1	1,529.01	
ALTA VISTA REGIONAL HOSF	100	Water	2,629,102	2,629,102	0	1	0.00	
104 LEGION DR LAS VEGAS N	200	Gas	67,450	83,608	2,536.806	1	20,214.45	
	300	Sewer			157,520	1	1,244.69	This Bill: 24,076.01
** Adjusted Bill **	400	Sanitation			1	1	602.07	
	510	Fire Protection	10	10	0	1	485.79	16,451.22

### General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 610 - WASTE WATER</b>			
610-0000-100-1210	ACCRUED A/R	-1,569.36	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	74.73	
610-0000-520-5641	SALES OR SERVICES	1,494.63	
	610 Total:	0.00	
<b>Fund: 620 - NATURAL GAS</b>			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
<b>Fund: 630 - SOLID WASTE</b>			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
<b>Fund: 640 - WATER</b>			
640-0000-100-1210	ACCRUED A/R	-1,753.83	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	83.52	
640-0000-520-5641	SALES OR SERVICES	1,670.31	
	640 Total:	0.00	
	Distribution Total:	0.00	

*Chavez*  
 10-14-14  
*[Signature]*  
 10/14/14  
 V. Wright  
 10.14.14



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$27,399.20
Due Date	After Due Date Pay
3/7/2014	\$27,399.20
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

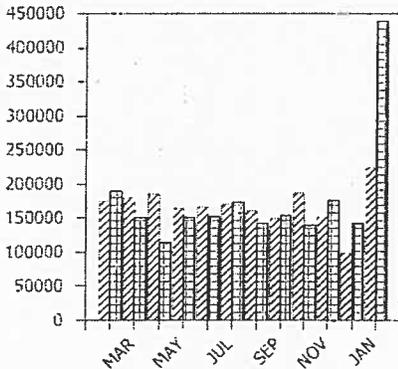
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CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	12/25/2013	1/24/2014	30	2/7/2014		3/7/2014

Prior  
 Current



CURRENT READING	PREVIOUS READING	USAGE
2,487,730	2,485,670	20,600
415,769	0	436,369
83,608	67,450	2,537
83,608	67,450	2,537
10	10	0

PREVIOUS BALANCE	\$11,605.89
PAYMENTS	\$11,605.89-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

METER SWAP # 45661753-A	0.00
GGRT-WATER	156.33
WATER	3,126.51
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	7,661.15
GA-COST OF GAS	11,035.11
GRT-GAS	1,508.19
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	134.00
SEWER	2,680.05
SANITATION	573.40
GGRT-SANITATION	28.67
<b>CURRENT BILL</b>	<b>\$27,399.20</b>
<b>AMOUNT DUE</b>	<b>\$27,399.20</b>
AMOUNT DUE AFTER 03/07/2014	\$27,399.20

*Premises Bill*



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$16,451.22
Due Date	After Due Date Pay
3/7/2014	\$16,451.22
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

0101341360010000016451220000016451228

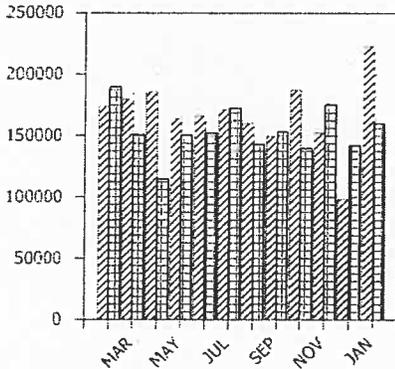
ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	12/25/2013	1/24/2014	30	2/7/2014		3/7/2014

Prior  
 Current



CURRENT READING	PREVIOUS READING	USAGE
2,629,102	2,629,102	0
15,752	0	157,520
83,608	67,450	2,537
83,608	67,450	2,537
10	10	0

PREVIOUS BALANCE	\$11,605.89
PAYMENTS	\$11,605.89-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>CREDIT BALANCE</b>	<b>\$7,624.79-</b>

METER SWAP # 45661753-A	0.00
GGRT-WATER	72.81
WATER	1,456.20
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	7,661.15
GA-COST OF GAS	11,035.11
GRT-GAS	1,508.19
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	59.27
SEWER	1,185.42
SANITATION	573.40
GGRT-SANITATION	28.67
<b>ADJUSTED BILL</b>	<b>\$24,076.01</b>
<b>AMOUNT DUE</b>	<b>\$16,451.22</b>
AMOUNT DUE AFTER 03/07/2014	\$16,451.22



# Bill Adjustment Calculation Register

## Billing Adjustment Detail

Packet: UBPKT04050 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge	
0101-34136-001	100	Water	415,769	1,129,590	713,821	1	-5,027.87	
ALTA VISTA REGIONAL HOSF	200	Gas	83,608	96,562	2,033.778	1	-16,208.23	
104 LEGION DR LAS VEGAS N	300	Sewer			713,821	1	-4,375.55	
	400	Sanitation				1	-602.07	
** Reversed Bill **	510	Fire Protection	10	10		1	-485.79	
	LC	LANDFILL CHARGE				0	-33.39	Total : -26,732.90
						0	-10,281.68	Arrears:
0101-34136-001	100	Water	15,752	31,504	157,520	1	1,529.01	
ALTA VISTA REGIONAL HOSF	200	Gas	83,608	96,562	2,033.778	1	16,208.23	
104 LEGION DR LAS VEGAS N	300	Sewer			157,520	1	1,244.69	
	400	Sanitation				1	602.07	This Bill: 20,103.18
** Adjusted Bill **	510	Fire Protection	10	10		1	485.79	
	LC	LANDFILL CHARGE				0	33.39	9,821.50

### General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 610 - WASTE WATER</b>			
610-0000-100-1210	ACCRUED A/R	-3,130.86	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	149.09	
610-0000-520-5641	SALES OR SERVICES	2,981.77	
	610 Total:	0.00	
<b>Fund: 620 - NATURAL GAS</b>			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
<b>Fund: 630 - SOLID WASTE</b>			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
630-0000-520-5646	TRANSFER STATION FEES	0.00	
	630 Total:	0.00	
<b>Fund: 640 - WATER</b>			
640-0000-100-1210	ACCRUED A/R	-3,498.86	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	166.61	
640-0000-520-5641	SALES OR SERVICES	3,332.25	
	640 Total:	0.00	
	Distribution Total:	0.00	

*Chavez 10-14-14*  
*J. An 10/14/14*  
*V. Wright*  
*10.14.14*



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$26,732.90
Due Date	After Due Date Pay
4/10/2014	\$26,732.90
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

0101341360010000026732900000026732900

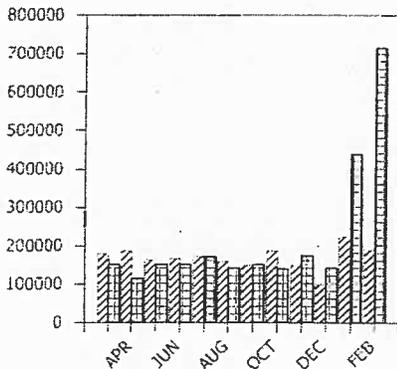
ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	1/24/2014	2/23/2014	30	3/11/2014		4/10/2014

Prior  
 Current



CURRENT READING	PREVIOUS READING	USAGE
1,129,590	415,769	713,821
96,562	83,608	2,034
96,562	83,608	2,034
10	10	0

PREVIOUS BALANCE	\$27,399.20
PAYMENTS	\$27,399.20-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

GGRT-WATER	239.42
WATER	4,788.45
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	6,142.01
GA-COST OF GAS	8,846.93
GRT-GAS	1,209.29
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	208.36
SEWER	4,167.19
SANITATION	573.40
GGRT-SANITATION	28.67
LANDFILL CHARGE	33.39
<b>CURRENT BILL</b>	<b>\$26,732.90</b>

**AMOUNT DUE** \$26,732.90  
 AMOUNT DUE AFTER 04/10/2014 \$26,732.90



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$13,144.69
Due Date	After Due Date Pay
4/10/2014	\$13,144.69
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

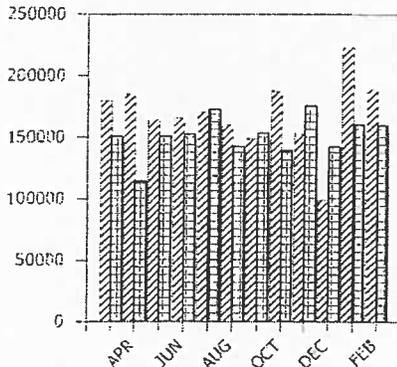
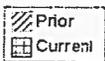
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ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	1/24/2014	2/23/2014	30	3/11/2014		4/10/2014



CURRENT READING	PREVIOUS READING	USAGE
31,504	15,752	157,520
96,562	83,608	2,034
96,562	83,608	2,034
10	10	0

PREVIOUS BALANCE	\$27,399.20
PAYMENTS	\$27,399.20-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>CREDIT BALANCE</b>	<b>\$6,958.49-</b>

GGRT-WATER	72.81
WATER	1,456.20
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	6,142.01
GA-COST OF GAS	8,846.93
GRT-GAS	1,209.29
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	59.27
SEWER	1,185.42
SANITATION	573.40
GGRT-SANITATION	28.67
LANDFILL CHARGE	33.39
<b>ADJUSTED BILL</b>	<b>\$20,103.18</b>

**AMOUNT DUE \$13,144.69**

AMOUNT DUE AFTER 04/10/2014 \$13,144.69



Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge	
0101-34136-001	100	Water	1,129,590	1,793,373	663,783	1	-4,713.16	
ALTA VISTA REGIONAL HOSP	200	Gas	96,562	108,856	1,930.158	1	-15,382.99	
	300	Sewer			663,783	1	-4,093.94	
104 LEGION DR LAS VEGAS N	400	Sanitation				1	-602.07	
** Reversed Bill **	510	Fire Protection	10	10	0	1	-485.79	
								Total : -25,277.95
								Arrears: -15,456.45
0101-34136-001	100	Water	31,504	47,256	157,520	1	1,529.01	
ALTA VISTA REGIONAL HOSP	200	Gas	96,562	108,856	1,930.158	1	15,382.99	
	300	Sewer			157,520	1	1,244.69	
104 LEGION DR LAS VEGAS N	400	Sanitation				1	602.07	This Bill: 19,244.55
** Adjusted Bill **	510	Fire Protection	10	10	0	1	485.79	
								3,788.10

### General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 610 - WASTE WATER</b>			
610-0000-100-1210	ACCRUED A/R	-2,849.25	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	135.68	
610-0000-520-5641	SALES OR SERVICES	2,713.57	
	<b>610 Total:</b>	<b>0.00</b>	
<b>Fund: 620 - NATURAL GAS</b>			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	<b>620 Total:</b>	<b>0.00</b>	
<b>Fund: 630 - SOLID WASTE</b>			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	<b>630 Total:</b>	<b>0.00</b>	
<b>Fund: 640 - WATER</b>			
640-0000-100-1210	ACCRUED A/R	-3,184.15	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	151.63	
640-0000-520-5641	SALES OR SERVICES	3,032.52	
	<b>640 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	

*Chavez 10-14-14*  
*JH 10/14/14*  
*V. Miosca 10.14.14*



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$25,244.56
Due Date	After Due Date Pay
5/14/2014	\$25,244.56
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

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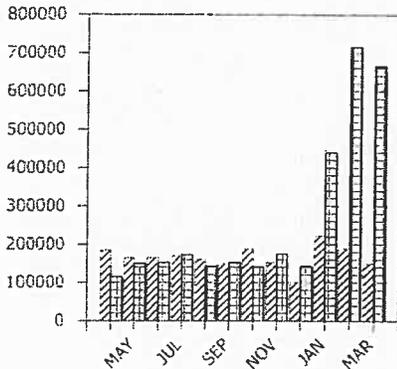
ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	2/23/2014	3/25/2014	30	4/14/2014		5/14/2014

Prior  
 Current



CURRENT READING	PREVIOUS READING	USAGE
1,793,373	1,129,590	663,783
108,856	96,562	1,930
108,856	96,562	1,930
10	10	0

PREVIOUS BALANCE	\$26,732.90
PAYMENTS	\$26,766.29-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>CREDIT BALANCE</b>	<b>\$33.39-</b>

GGRT-WATER	224.44
WATER	4,488.72
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	5,829.08
GA-COST OF GAS	8,396.19
GRT-GAS	1,147.72
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	194.95
SEWER	3,898.99
SANITATION	573.40
GGRT-SANITATION	28.67
<b>CURRENT BILL</b>	<b>\$25,277.95</b>

<b>AMOUNT DUE</b>	<b>\$25,244.56</b>
AMOUNT DUE AFTER 05/14/2014	\$25,244.56



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$13,741.01
Due Date	After Due Date Pay
5/14/2014	\$13,741.01
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

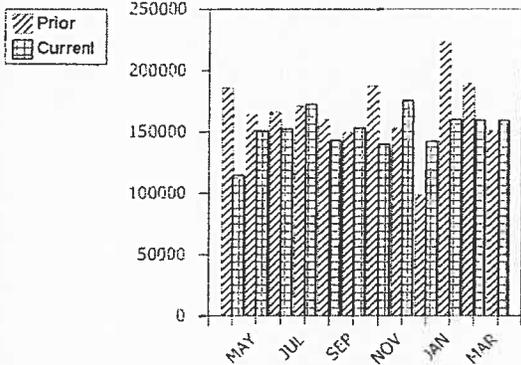
ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

010134136001000000378810000003788104

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	2/23/2014	3/25/2014	30	4/14/2014		5/14/2014



CURRENT READING	PREVIOUS READING	USAGE
47,256	31,504	157,520
108,856	96,562	1,930
108,856	96,562	1,930
10	10	0

PREVIOUS BALANCE	\$26,732.90
PAYMENTS	\$26,766.29-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>CREDIT BALANCE</b>	<b>\$5,503.54-</b>

USAGE	
GGRT-WATER	72.81
WATER	1,456.20
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	5,829.08
GA-COST OF GAS	8,396.19
GRT-GAS	1,147.72
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	59.27
SEWER	1,185.42
SANITATION	573.40
GGRT-SANITATION	28.67
<b>ADJUSTED BILL</b>	<b>\$19,244.55</b>
<b>AMOUNT DUE</b>	<b>\$13,741.01</b>
AMOUNT DUE AFTER 05/14/2014	\$13,741.01



# Bill Adjustment Calculation Register

## Billing Adjustment Detail

Packet: UBPKT04054 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	1,793,373	2,686,207	892,834	1	-7,559.99		
ALTA VISTA REGIONAL HOSF	200	Gas	108,856	119,957	1,742.857	1	-13,891.28		
	300	Sewer			892,834	1	-5,383.04		
104 LEGION DR LAS VEGAS N	400	Sanitation				1	-602.07		
** Reversed Bill **	510	Fire Protection	10	10	0	1	-485.79		
							Arrears:	-24,134.07	Total : -27,922.17
0101-34136-001	100	Water	47,256	63,008	157,520	1	1,777.10		
ALTA VISTA REGIONAL HOSF	200	Gas	108,856	119,957	1,742.857	1	13,891.28		
	300	Sewer			157,520	1	1,244.69		
104 LEGION DR LAS VEGAS N	400	Sanitation				1	602.07	This Bill: 18,000.93	
** Adjusted Bill **	510	Fire Protection	10	10	0	1	485.79	: -6,133.14	

### General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-4,138.35	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	197.07	
610-0000-520-5641	SALES OR SERVICES	3,941.28	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-5,782.89	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	275.38	
640-0000-520-5641	SALES OR SERVICES	5,507.51	
	640 Total:	0.00	
	Distribution Total:	0.00	

*Chavez 10-14-14*  
*J. [Signature]*  
*V. [Signature] 10.14.14*



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$27,922.17
Due Date	After Due Date Pay
6/19/2014	\$27,922.17
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

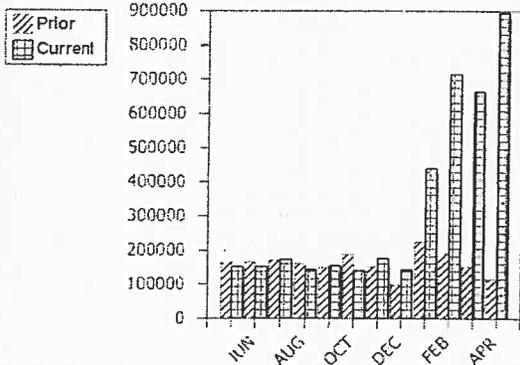
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ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	3/25/2014	4/24/2014	30	5/19/2014		6/19/2014



CURRENT READING	PREVIOUS READING	USAGE
2,686,207	1,793,373	892,834
119,957	108,856	1,743
119,957	108,856	1,743
10	10	0

PREVIOUS BALANCE	\$25,244.56
PAYMENTS	\$25,244.56-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

GGRT-WATER	360.00
WATER	7,199.99
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	5,263.43
GA-COST OF GAS	7,581.43
GRT-GAS	1,036.42
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	256.34
SEWER	5,126.70
SANITATION	573.40
GGRT-SANITATION	28.67
<b>CURRENT BILL</b>	<b>\$27,922.17</b>

**AMOUNT DUE** \$27,922.17  
**AMOUNT DUE AFTER 06/19/2014** \$27,922.17





# Bill Adjustment Calculation Register

## Billing Adjustment Detail

Packet: UBPKT04055 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	2,686,207	3,281,484	595,277	1	-5,219.84		
ALTA VISTA REGIONAL HOSP	200	Gas	119,957	127,851	1,239.358	1	-9,881.31		
	300	Sewer			595,277	1	-3,708.38		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	-602.07		
** Reversed Bill **	510	Fire Protection	10	10	0	1	-485.79		
								Total :	-19,897.39
							Arrears:	-26,030.53	
0101-34136-001	100	Water	63,008	78,760	157,520	1	1,785.38		
ALTA VISTA REGIONAL HOSP	200	Gas	119,957	127,851	1,239.358	1	9,881.31		
	300	Sewer			157,520	1	1,309.19		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	643.13	This Bill:	
** Adjusted Bill **	510	Fire Protection	10	10	0	1	307.29	13,926.30	
									-12,104.23

### General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 610 - WASTE WATER</b>			
610-0000-100-1210	ACCRUED A/R	-2,399.19	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	114.25	
610-0000-520-5641	SALES OR SERVICES	2,284.94	
	610 Total:	0.00	
<b>Fund: 620 - NATURAL GAS</b>			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
<b>Fund: 630 - SOLID WASTE</b>			
630-0000-100-1210	ACCRUED A/R	41.06	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	-1.96	
630-0000-520-5641	SALES OR SERVICES	-39.10	
	630 Total:	0.00	
<b>Fund: 640 - WATER</b>			
640-0000-100-1210	ACCRUED A/R	-3,612.96	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	172.04	
640-0000-520-5641	SALES OR SERVICES	3,440.92	
	640 Total:	0.00	
	Distribution Total:	0.00	

*Chavez 10-14-14*  
*[Signature]*  
*V. Winst 10-14-14*



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$19,897.39
Due Date	After Due Date Pay
7/11/2014	\$19,897.39
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

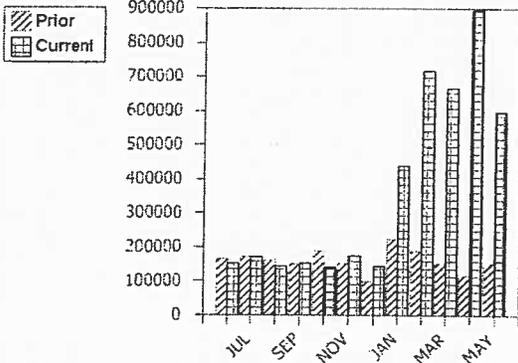
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ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	4/24/2014	5/24/2014	30	6/11/2014		7/11/2014



CURRENT READING	PREVIOUS READING	USAGE
3,281,484	2,686,207	595,277
127,851	119,957	1,239
127,851	119,957	1,239
10	10	0

PREVIOUS BALANCE	\$27,922.17
PAYMENTS	\$27,922.17
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

GGRT-WATER	248.56
WATER	4,971.28
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	3,742.86
GA-COST OF GAS	5,391.21
GRT-GAS	737.24
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	176.59
SEWER	3,531.79
SANITATION	573.40
GGRT-SANITATION	28.67
<b>CURRENT BILL</b>	<b>\$19,897.39</b>

**AMOUNT DUE \$19,897.39**  
 AMOUNT DUE AFTER 07/11/2014 \$19,897.39





Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge	
0101-34136-001	100	Water	3,281,484	3,850,471	568,987	1	-5,013.09	
ALTA VISTA REGIONAL HOSP	200	Gas	127,851	134,003	965.864	1	-7,703.15	
	300	Sewer			568,987	1	-3,560.42	
104 LEGION DR LAS VEGAS N	400	Sanitation				1	-602.07	
** Reversed Bill **	510	Fire Protection	10	10	0	1	-485.79	
							<b>Total :</b>	<b>-17,364.52</b>
							<b>Arrears:</b>	<b>-29,468.75</b>
0101-34136-001	100	Water	78,760	94,512	157,520	1	1,777.10	
ALTA VISTA REGIONAL HOSP	200	Gas	127,851	134,003	965.864	1	7,703.15	
	300	Sewer			157,520	1	1,244.69	
104 LEGION DR LAS VEGAS N	400	Sanitation				1	602.07	
** Adjusted Bill **	510	Fire Protection	10	10	0	1	485.79	
							<b>This Bill:</b>	<b>11,812.80</b>
								<b>-17,655.95</b>

### General Ledger Distribution

Posting Date: 10/14/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,315.73	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	110.27	
610-0000-520-5641	SALES OR SERVICES	2,205.46	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,235.99	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	154.10	
640-0000-520-5641	SALES OR SERVICES	3,081.89	
	640 Total:	0.00	
	Distribution Total:	0.00	

*Chavez 10-14-14*  
*J. 10/14/14*  
*V. W. W. 10-14-14*



905 12th St  
Las Vegas, NM 87701  
(505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$17,364.52
Due Date	After Due Date Pay
8/8/2014	\$17,364.52
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
Please return this portion with your payment.  
When paying in person, please bring both portions of this bill.

ALTA VISTA REGIONAL HOSPITAL  
104 LEGION DRIVE  
LAS VEGAS, NM 87701

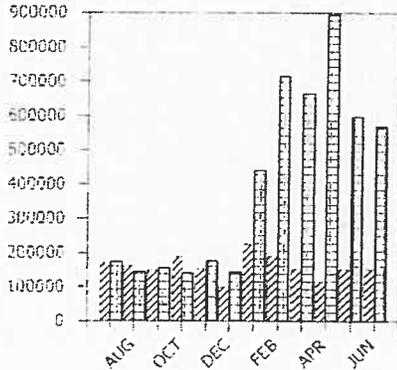
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CITY OF LAS VEGAS, NM  
905 12th St  
Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	5/24/2014	6/23/2014	30	7/8/2014		8/8/2014

Prior  
 Current



CURRENT READING	PREVIOUS READING	USAGE
3,850,471	3,281,484	568,987
134,003	127,851	966
134,003	127,851	966
10	10	0

PREVIOUS BALANCE	\$19,897.39
PAYMENTS	\$19,897.39-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

GGRT-WATER	238.72
WATER	4,774.37
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,916.91
GA-COST OF GAS	4,201.51
GRT-GAS	574.73
GGRT-WATER	23.13
FIRE PROTECTION	462.66
GGRT-SEWER	169.54
SEWER	3,390.88
SANITATION	573.40
GGRT-SANITATION	28.67
<b>CURRENT BILL</b>	<b>\$17,364.52</b>

**AMOUNT DUE \$17,364.52**  
AMOUNT DUE AFTER 08/08/2014 \$17,364.52





# Bill Adjustment Calculation Register

## Billing Adjustment Detail

Packet: UBPKT04063 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	3,850,471	4,416,977	566,506	1	-5,023.33		
ALTA VISTA REGIONAL HOSF	200	Gas	134,003	139,944	932.737	1	-7,439.33		
	300	Sewer			566,506	1	-3,778.45		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	-643.13		
** Reversed Bill **	510	Fire Protection	10	10	0	1	-307.29		
							Arrears:	-34,847.48	Total : -17,191.53
0101-34136-001	100	Water	94,512	110,264	157,520	1	1,785.38		
ALTA VISTA REGIONAL HOSF	200	Gas	134,003	139,944	932.737	1	7,439.33		
	300	Sewer			157,520	1	1,309.19		
104 LEGION DR LAS VEGAS N	400	Sanitation			1	1	643.13	This Bill: 11,484.32	
** Adjusted Bill **	510	Fire Protection	10	10	0	1	307.29		
							:	-23,363.16	

### General Ledger Distribution

Posting Date: 10/15/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,469.26	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	117.59	
610-0000-520-5641	SALES OR SERVICES	2,351.67	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,237.95	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	154.19	
640-0000-520-5641	SALES OR SERVICES	3,083.76	
	640 Total:	0.00	
	Distribution Total:	0.00	

*11/10/2014  
10-15-14*

*Chavez  
10-15-14  
10/15/14*



905 12th St  
Las Vegas, NM 87701  
(505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$17,191.53
Due Date	After Due Date Pay
9/8/2014	\$17,191.53
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
Please return this portion with your payment.  
When paying in person, please bring both portions of this bill.

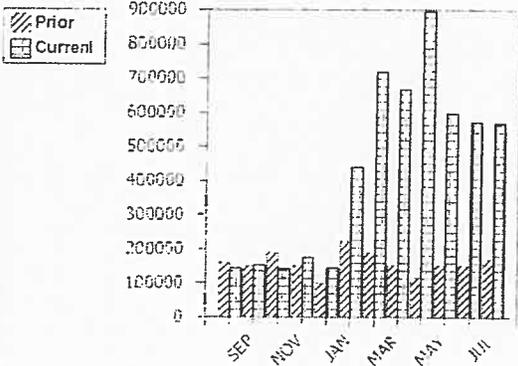
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ALTA VISTA REGIONAL HOSPITAL  
104 LEGION DRIVE  
LAS VEGAS, NM 87701

CITY OF LAS VEGAS, NM  
905 12th St  
Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	6/23/2014	7/23/2014	30	8/7/2014		9/8/2014



CURRENT READING	PREVIOUS READING	USAGE
4,416,977	3,850,471	566,506
139,944	134,003	933
139,944	134,003	933
10	10	0

PREVIOUS BALANCE	\$17,364.52
PAYMENTS	\$17,364.52-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

GGRT-WATER	239.21
WATER	4,784.12
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,816.87
GA-COST OF GAS	4,057.41
GRT-GAS	555.05
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	179.93
SEWER	3,598.52
SANITATION	612.50
GGRT-SANITATION	30.63
<b>CURRENT BILL</b>	<b>\$17,191.53</b>

**AMOUNT DUE** \$17,191.53  
**AMOUNT DUE AFTER 09/08/2014** \$17,191.53





# Bill Adjustment Calculation Register

## Billing Adjustment Detail

Packet: UBPKT04065 - cancel rebil

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge	
0101-34136-001	100	Water	4,416,977	4,955,132	538,155	1	-4,798.87	
ALTA VISTA REGIONAL HOSF	200	Gas	139,944	145,604	888.62	1	-7,087.96	
104 LEGION DR LAS VEGAS N	300	Sewer			538,155	1	-3,607.28	
	400	Sanitation				1	-643.13	
** Reversed Bill **	510	Fire Protection	10	10	0	1	-307.29	
							Arrears:	-39,807.69
							Total :	-16,444.53
0101-34136-001	100	Water	110,264	126,016	157,520	1	1,785.38	
ALTA VISTA REGIONAL HOSF	200	Gas	139,944	145,604	888.62	1	7,087.96	
104 LEGION DR LAS VEGAS N	300	Sewer			157,520	1	1,309.19	
	400	Sanitation				1	643.13	This Bill:
** Adjusted Bill **	510	Fire Protection	10	10	0	1	307.29	11,132.95
							:	-28,674.74

### General Ledger Distribution

Posting Date: 10/15/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,298.09	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	109.44	
610-0000-520-5641	SALES OR SERVICES	2,188.65	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,013.49	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	143.50	
640-0000-520-5641	SALES OR SERVICES	2,869.99	
	640 Total:	0.00	
	Distribution Total:	0.00	

*Choy 10-15-14*  
*J. [Signature] - 10/15/14*  
*T. [Signature] 10.15.14*



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$33,636.06
Due Date	After Due Date Pay
10/6/2014	\$33,636.06
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

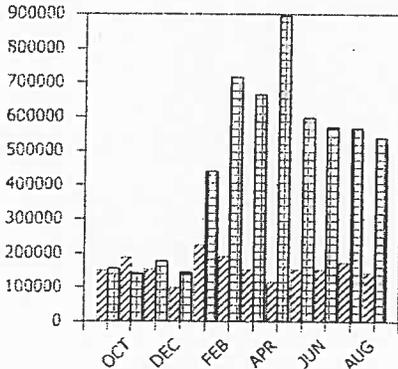
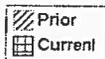
0101341360010000033636060000033636066

ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	7/23/2014	8/22/2014	30	9/4/2014		10/6/2014



CURRENT READING	PREVIOUS READING	USAGE
4,955,132	4,416,977	538,155
145,604	139,944	889
145,604	139,944	889
10	10	0

PREVIOUS BALANCE	\$17,191.53
PAYMENTS	\$0.00
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$17,191.53</b>

GGRT-WATER	228.52
WATER	4,570.35
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	2,683.63
GA-COST OF GAS	3,865.50
GRT-GAS	528.83
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	171.78
SEWER	3,435.50
SANITATION	612.50
GGRT-SANITATION	30.63
<b>CURRENT BILL</b>	<b>\$16,444.53</b>

<b>AMOUNT DUE</b>	<b>\$33,636.06</b>
AMOUNT DUE AFTER 10/06/2014	\$33,636.06





# Bill Adjustment Calculation Register

## Billing Adjustment Detail

Packet: UBPKT04067 - cancel rebill

Account	Service	Bill Code Description	Previous	Current	Usage/Qty	Units	Charge		
0101-34136-001	100	Water	4,955,132	5,556,108	600,976	1	-5,296.22		
ALTA VISTA REGIONAL HOSF	200	Gas	145,604	153,226	1,196.654	1	-9,541.21		
104 LEGION DR LAS VEGAS N	300	Sewer			600,976	1	-3,986.56		
	400	Sanitation				1	-643.13		
** Reversed Bill **	510	Fire Protection	10	10	0	1	-307.29		
							Arrears:	-48,449.15	Total : -19,774.41
0101-34136-001	100	Water	126,016	141,768	157,520	1	1,785.38		
ALTA VISTA REGIONAL HOSF	200	Gas	145,604	153,226	1,196.654	1	9,541.21		
104 LEGION DR LAS VEGAS N	300	Sewer			157,520	1	1,309.19		
	400	Sanitation				1	643.13	This Bill: 13,586.20	
** Adjusted Bill **	510	Fire Protection	10	10	0	1	307.29		
							:	-34,862.95	

### General Ledger Distribution

Posting Date: 10/15/2014

Account Number	Account Name	Posting Amount	IFT
Fund: 610 - WASTE WATER			
610-0000-100-1210	ACCRUED A/R	-2,677.37	
610-0000-201-2029	GROSS RECEIPTS TAX PAYABL	127.50	
610-0000-520-5641	SALES OR SERVICES	2,549.87	
	610 Total:	0.00	
Fund: 620 - NATURAL GAS			
620-0000-100-1210	ACCRUED A/R	0.00	
620-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
620-0000-520-5641	SALES OR SERVICES	0.00	
	620 Total:	0.00	
Fund: 630 - SOLID WASTE			
630-0000-100-1210	ACCRUED A/R	0.00	
630-0000-201-2029	GROSS RECEIPTS TAX PAYABL	0.00	
630-0000-520-5641	SALES OR SERVICES	0.00	
	630 Total:	0.00	
Fund: 640 - WATER			
640-0000-100-1210	ACCRUED A/R	-3,510.84	
640-0000-201-2027	CONSERVATION FEE	0.00	
640-0000-201-2029	GROSS RECEIPTS TAX PAYABL	167.18	
640-0000-520-5641	SALES OR SERVICES	3,343.66	
	640 Total:	0.00	
	Distribution Total:	0.00	

*Chavez*  
10-15-14

*[Signature]*  
10/15/14

*Waste 10-15-14*



CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701  
 (505) 454-3832



Account Number	AMOUNT DUE
0101-34136-001	\$19,774.41
Due Date	After Due Date Pay
11/5/2014	\$19,774.41
Service Address	
104 LEGION DR	

There will be a charge on all returned checks.  
 Please return this portion with your payment.  
 When paying in person, please bring both portions of this bill.

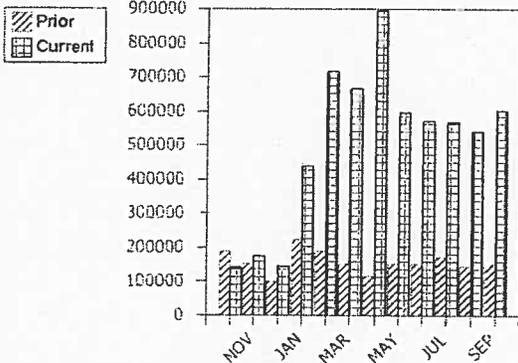
ALTA VISTA REGIONAL HOSPITAL  
 104 LEGION DRIVE  
 LAS VEGAS, NM 87701

0101341360010000019774410000019774412

CITY OF LAS VEGAS, NM  
 905 12th St  
 Las Vegas, NM 87701

**CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS**

Name		Service Address			Account Number	
ALTA VISTA REGIONAL HOSPITAL		104 LEGION DR			0101-34136-001	
Status	Service Dates		Number of Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	8/22/2014	9/21/2014	30	10/6/2014		11/5/2014



CURRENT READING	PREVIOUS READING	USAGE
5,556,108	4,955,132	600,976
153,226	145,604	1,197
153,226	145,604	1,197
10	10	0

PREVIOUS BALANCE	\$33,636.06
PAYMENTS	\$33,636.06-
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

GGRT-WATER	252.20
WATER	5,044.02
GA-SERVICE FEE	10.00
GA-COST OF SERVICE	3,613.90
GA-COST OF GAS	5,205.44
GRT-GAS	711.87
GGRT-WATER	14.63
FIRE PROTECTION	292.66
GGRT-SEWER	189.84
SEWER	3,796.72
SANITATION	612.50
GGRT-SANITATION	30.63
<b>CURRENT BILL</b>	<b>\$19,774.41</b>
<b>AMOUNT DUE</b>	<b>\$19,774.41</b>
AMOUNT DUE AFTER 11/05/2014	\$19,774.41



**CITY OF LAS VEGAS AGENDA REQUEST**

DATE: 11/12/2014

DEPT: City Clerk

MEETING DATE: 11/19/2014

ITEM/TOPIC: Conduct a Public Hearing for the Application for a Transfer of Ownership for Liquor License.

**ACTION/REQUESTED OF COUNCIL:**

Conduct a public hearing and approval/disapproval of application requesting a Transfer of Ownership for Castaneda Bar LLC, DBA Castaneda Bar located at 524 Railroad Avenue, Las Vegas, New Mexico 87701, License #0086.

**BACKGROUND/RATIONALE:**

A Transfer of Ownership for Liquor License was submitted by Castaneda Bar LLC for 524 Railroad Avenue. The existing owner of the license is Marie Tenirio Eldh & Donald P. Eldh.

**STAFF RECOMMENDATION:**

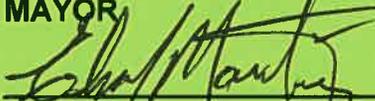
Approval of application for a Transfer of Ownership for Liquor License.

**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

  
ALFONSO E. ORTIZ, JR.  
MAYOR

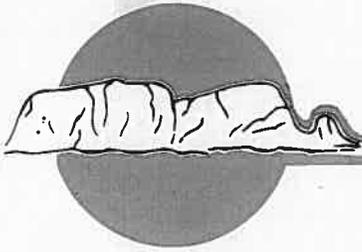
  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

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



# CITY OF LAS VEGAS

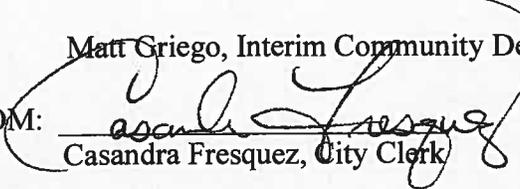
1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

**ALFONSO E. ORTIZ, JR.**

Mayor

## MEMORANDUM

TO: Matt Griego, Interim Community Development Director

FROM:   
Casandra Fresquez, City Clerk

DATE: November 3, 2014

RE: Application for a Transfer of Ownership

Enclosed is a copy of the application for a Transfer of Ownership submitted by Castaneda Bar LLC, DBA Castaneda Bar, 524 Railroad Avenue, Las Vegas, New Mexico, License No. 0086/ A-916385.

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 Christian Montano of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on November 19, 2014 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, Acting City Manager  
Dave Romero, City Attorney  
Christian 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](http://www.rld.state.nm.us/alcoholandgaming)

October 17, 2014

**Susana Martinez**  
GOVERNOR

**Robert "Mike" Unthank**  
SUPERINTENDENT

**James C. McKay**  
GENERAL COUNSEL

**Mary Kay Root**  
DIRECTOR

Certified Mail No: 7013 2630 0000 9074 9829

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

Re: License / App. No. License 0086 / A-916385  
Applicant Name: Castaneda Bar LLC  
Doing Business As: Castaneda Bar  
Proposed Location: 524 Railroad Avenue Las Vegas, NM

**ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses. \*(Please review the revised instructions for approval or disapproval below.)**

Greetings:

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

Within forty-five days after receipt of a notice of preliminary approval from the Alcohol and Gaming Division, the governing body shall hold a public hearing on 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; (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 requesting a Transfer of Ownership of a Dispenser Liquor License:**

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

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

Alcohol and Gaming Division  
(505) 476-4875

Boards and Commissions Division  
(505) 476-4600

Construction Industries &  
Manufactured Housing Division  
(505) 476-4700

Financial Institutions Division  
(505) 476-4885

Securities Division  
(505) 476-4580

Administrative Services Division  
(505) 476-4800

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.)

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.

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 *in writing* as to whether the local governing body has approved or disapproved the issuance of transfer of the license *and* by signing the enclosed original Page 1 of the application. *The letter of approval/disapproval and the Page 1 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 may give final approval to the issuance or transfer of the license.**

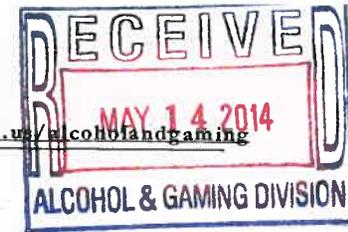
If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the Alcohol and Gaming Division with the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

Sincerely,



Pamela Brommer  
Hearing Officer

ENCLOSURES: Original page 1  
Copy of page 2  
Copy of Posting Certificate  
Copy of Zoning Statement



5/15/14  
 Pam

5/15/14  
 ENTERED  
 208  
 1596299

**LIQUOR LICENSE APPLICATION**

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

State Liquor License # 0086  
 Application Number 916385  
 Local option (AGD use) \_\_\_\_\_

Record Owner of Existing License Marie Tenorio Eldh and Donald P Eldh  
 Current D/B/A Name The Castaneda  
 Current Premises Address 524 Railroad Ave Las Vegas NM 87701

Application is for: Change of Stock \_\_\_\_\_ Change of Officers/Directors \_\_\_\_\_ Transfer Ownership of Existing License  Transfer Ownership and Location \_\_\_\_\_ Transfer Location \_\_\_\_\_ Other \_\_\_\_\_  
 Issue New License \_\_\_\_\_ Type of License being applied for \_\_\_\_\_

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

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER

Castaneda Bar LLC 524 Railroad Ave Las Vegas NM 928 587 3268

D/B/A name to be used: Castaneda Bar (AT) Phone number for licensed premises: 505-425-9029

Physical location where license is to be used: 524 Railroad Ave Las Vegas NM 87701  
 (Include street number / highway number / state road, city and county, state, and zip code)

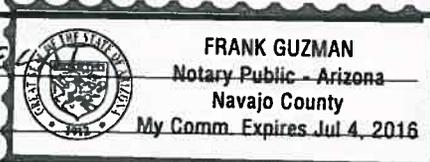
Mailing address: 524 Railroad Ave Las Vegas NM 87701 230 Plaza (AT)

Are alcoholic beverages currently being dispensed at the proposed location? Yes  No \_\_\_\_\_ If yes, give license number and type 0086 dispenser

I, (print name) Allan Affeldt, as (title) Managing Member 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.

*must sign and date this form in the presence of a notary public.*  
 Signature of Applicant Allan Affeldt Date 12 May 2014

SUBSCRIBED AND SWORN TO before me this 12<sup>th</sup> day of MAY, 2014 by ALLAN AFFELDT  
 Notary Public Frank Guzman My Commission Expires 7/4/16



Local Governing Body of: \_\_\_\_\_ (City or County). Hearing held on \_\_\_\_\_ 20\_\_\_\_

Check one: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ City/County Official \_\_\_\_\_ (Signature & Title)

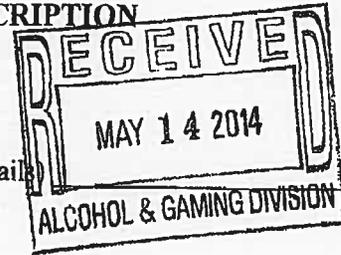
**For Alcohol and Gaming Division Use Only**  
 Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Director Approval \_\_\_\_\_ Date \_\_\_\_\_



Janet Brown T 170 1075 147

**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) \_\_\_\_\_

B. Date and term of lease \_\_\_\_\_

3. Premises location is zoned (example C-1) M-1. Castaneda Bar is approved pre-existing non conforming use.

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 N/A - 400' + Name of church Los Vegas Christian Center Address/location of church 2501 Ridgerunner Rd Las Vegas (2 miles)

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

Miles/feet N/A - 400' + Name of school Valley Middle School Address/location of school 179 Bridge St Las Vegas (.2 miles)

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

es N/A - 400' + 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) gift store/retail

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:

LICENSE NO. 2005 / APPL. NO. A-911556

TRANSFER OF OWNERSHIP & LOCATION  
 TRANSFER OF OWNERSHIP ONLY

TRANSFER OF LOCATION ONLY  
 NEW LICENSE

TRANSFERRED FROM: Donald P Eldh & Maria Tenorio Eldh / The Castaneda

CURRENT LOCATION: 524 Railroad Avenue Las Vegas, NM 87701

TRANSFERRED TO: / APPLICANT: Castaneda Bar LLC

PROPOSED LOCATION: Same

PROPOSED BUSINESS NAME: \_\_\_\_\_

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

- LOCATION POSTED IS WITHIN CORPORATE LIMITS OF: Las Vegas Nm
- LOCATION POSTED IS IN UNINCORPORATED LIMITS OF: \_\_\_\_\_
- DISTANCE FROM NEAREST CHURCH IS: .2 miles  
 NAME OF CHURCH IS: Las Vegas Christian Center
- DISTANCE FROM NEAREST SCHOOL IS: .2 miles  
 NAME OF SCHOOL IS: Valley middle school
- DISTANCE FROM NEAREST MILITARY INSTALLATION: 1.27 miles  
 NAME OF INSTALLATION IS: Kirkland AFB
- IF RURAL, DISTANCE FROM NEAREST EXISTING LIQUOR LICENSE IS:  
 BY PASSABLE ROAD: \_\_\_\_\_ BY STRAIGHT AIRLINE: \_\_\_\_\_
- NOTICE POSTED ON:  
 BUILDING  
 BUILDING UNDER CONSTRUCTION → Fence around property due to construction  
 BUILDING BEING REMODELED  
 BILLBOARD  
 NO BUILDING

DATE POSTED: 6/11/14

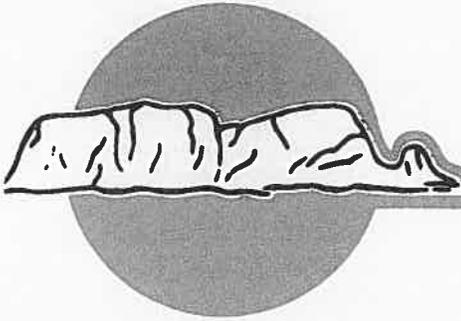
EXPIRATION DATE: 7/2/14

APPLICANT'S SIGNATURE

S.I.D. SPECIAL AGENT SIGNATURE

PRINTED

PRINTED



**CITY OF LAS VEGAS**  
1700 North Grand Ave. Las Vegas, NM 87701  
505-454-1401 Fax: 505-425-7335

**ALFONSO E. ORTIZ, JR.**  
Mayor

May 15, 2014

RE: Statement of Zonal Certification  
For Transfer of Liquor License

To Whom It May Concern

This is to certify that the premises located at 524 Railroad Avenue, and known as the Hotel Castaneda is Zoned M-1.

As of the above date, the service of alcohol beverages at the aforementioned premises is allowed under the applicability of the City Zoning Code.

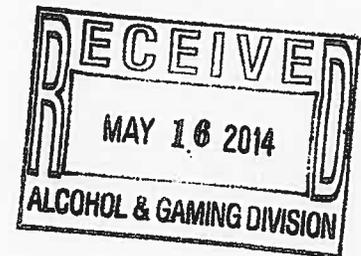
The foregoing provisions of Article IV §450-19 through 450-31 applies to buildings, structures, and land uses which became nonconforming due to the zoning re-classification of 524 Railroad as a result of the consolidation of the Town and City of Las Vegas and adoption thereof the General Provisions (Ordinances) of the City of Las Vegas on March 20, 1972. The subject site; the building and the uses therein are legal non-conforming uses and provisions of the grandfathered clause apply.

This letter certifies only the applicability of the City Zoning Code regarding the sales or service of alcoholic beverages in the above noted address.

Gerald Garcia

Zoning/Licensing Supervisor

Xc Lucas Marquez, Interim Community Development Director  
Casandra Fresquez, City Clerk  
File



**TONITA GURULE-GIRON**  
Councilor, Ward 1

**VINCE HOWELL**  
Councilor, Ward 2

**JOSEPH "JOEY" HERRERA**  
Councilor, Ward 3

**DAVID L. ROMERO**  
Councilor, Ward 4



# 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: November 3, 2014

RE: Application for a Transfer of Ownership

This statement certifies that the premises located at 524 Railroad Avenue, Las Vegas, NM Castaneda Bar LLC, is within a M-1 (Light Manufacturing Zone). The service of alcohol beverages at the aforementioned premises is allowed under the applicability of the City Zoning Code. The subject site; the building and the uses therein are legal non-conforming uses and provisions of the grandfathered clause apply. The foregoing provisions of Article IV § 450-19 through 450-31 applies to building ,structures ,and land uses which became nonconforming due to the zoning re-classification of 524 Railroad as a result of the consolidation of the Town and City of Las Vegas and adoption thereof the General Provisions (Ordinances) of the City of Las Vegas on March 20,1972. Castaneda Bar LLC is 1508 ft away from the IC Church and 3237 ft away from the nearest school. However I did verify these distances with Google maps. Castaneda Bar LLC therefore is not within 400 ft of a church, and 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, Acting City Manager

Matt Griego, Interim Community Development Director

Dave Romero, City Attorney

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 11-5-14**

**DEPT: Community Development**

**MEETING DATE: 11-19-14**

**DISCUSSION ITEM/TOPIC:** Ordinance No. 14-08 amending the Official Zoning Map from a General Commercial Zone (C-3) to an Mixed Residential Zone (R-3) for property located at 807 Railroad as requested by Michael Urioste, Owner.

**ACTION REQUESTED OF COUNCIL:** Conduct a public hearing and approve or disapprove the adoption of Ordinance No. 14-08 amending the Official Zoning Map from a General Commercial Zone (C-3) to an Mixed Residential Zone (R-3) for property located at 807 Railroad.

**BACKGROUND/RATIONALE:** On October 27, 2014, the Las Vegas Planning & Zoning Commission considered an application submitted by Michael Urioste for an amendment to the Zoning map. The proposed amendment would change the property known as 807 Railroad from a C-3 to an R-3, which would allow purchaser to utilize property as a residential property.

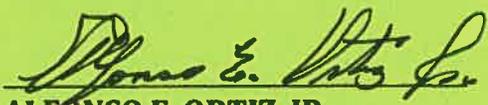
**STAFF RECOMMENDATION:** Approval of Amendment

**COMMITTEE RECOMMENDATION:** The Planning and Zoning Commission on October 27, 2014 held a public hearing and adopted a motion recommending the proposed amendment.

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

  
\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

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

  
\_\_\_\_\_  
**ELMER J. MARTINEZ**  
**ACTING CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS**  
**FINANCE DIRECTOR**

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO**  
**CITY ATTORNEY**

**Approved as to Legal Sufficiency Only**

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

**Approved to form 9-25-12**

**CITY COUNCIL  
RECORD PROPER**

**Applicant/Petitioner.....Michael Urioste**

**Owner.....Michael Urioste**

**Location.....807 Railroad.**

**Hearing Date.....October 27, 2014**

**Action Requested**

Approve or disapprove the adoption of Ordinance # 14-08 amending the official Zoning map from a General Commercial Zone (C-3) to a Mixed Residential Zone (R-3) for a property located at 807 Railroad, Las Vegas, New Mexico 87701.

**BACKGROUND**

Mr. Urioste submitted an application for an amendment to the Official Zoning Map of the City of Las Vegas. The application is to change the zoning of property from C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone), for property located at 807 Railroad, Las Vegas, NM. The applicant is requesting the amendment to allow him to utilize the property as the primary residence and to satisfy the requirements of the purchase of the property.

In accordance with Chapter 450-98 of the zoning ordinance, an amendment to the Official Zoning Map may be initiated by a landowner by application. Mr. Urioste filed their application on October 2, 2014.

**Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
<b>Document</b>	<b>Document name, date, and number of pages.)</b>

1	<b>Zone Change Application, filed 10/02/14,1 page</b>
---	---

<b>2</b>	<b>Letter of Intent dated 10/10/14,1 page</b>
<b>3</b>	<b>Warranty Deed, 1 Page</b>
<b>4</b>	<b>Notice of City Council Meeting sent to Applicant 1page,dated 11/5/14</b>
<b>5</b>	<b>100- foot notice list of property owners given notice, County Assessors Map, and Vicinity map,4 pages</b>
<b>6</b>	<b>Picture of Property located at 807 Railroad</b>
<b>7</b>	<b>Staff Report provided to the Planning and Zoning Commission for the October 27,2014 Meetings,3 pages</b>
<b>8</b>	<b>Planning Zoning Finding of Fact,2 pages</b>
<b>9</b>	<b>City Attorney review of Ordinance No. 14-08,3 pages</b>

CITY OF LAS VEGAS ZONE CHANGE APPLICATION

OCT 02 2014

mhp 12:10p

Name of applicant(s): Michael Urioste

Address of applicant: 316 Cumbres Patio, City

Property interest of applicant(s): Owner  
Owner, under contract, purchaser, etc.

Home phone #: N/A work #: N/A cell#: 505-429-0924

Address of property to be rezoned: Railroad Avenue  
If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? Vacant -  
Commercial, residential, agricultural

Why do you want to rezone your property? In the process of selling +  
new owner wants to reside there - Surrounding area  
mostly residential

Signature of applicant

Date 10-2-14

Signature of owner  
(if different from applicant)

Date 10-2-14

This area to be filled in by staff

1. DB Doc. # 201300466 page \_\_\_\_\_ of recorded deed February 6, 2013

2. Present zone classification? C-3 - General  
Commercial Zone

3. What will the zone classification be after the zone change?  
R-3 - Mixed Residential Zone

Date fee was paid? 10/22/14 receipt # 195001

Amount paid? \$ 110.00

Please provide applicant with copy of this application

Michael Urioste  
316 Cumbres Patio  
Las Vegas, NM 87701

10/2/2014

Las Vegas City Council  
Planning and Zoning  
1700 N. Grand Ave.  
Las Vegas, NM 87701



Dear Council and Planning and Zoning Department

I would like to request a zone change for the following address

806 Railroad Ave., Las Vegas, NM 87701

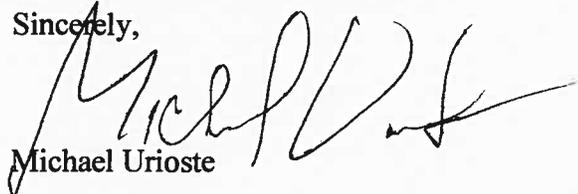
It currently is zoned for C 3; I am requesting change for R 3.

I intend to use this lot for a resident of a single or doublewide mobile home.

Please review my request with detailed information if you have further questions. Please feel free to contact me at (505) 429-0924.

Thank you for your consideration

Sincerely,

  
Michael Urioste

# DEED

The Property Tax Division of the Taxation and Revenue Department of the State of New Mexico, pursuant to # 7-38-70, NMSA 1978, hereby grants and conveys to :

**URIOSTE, MICHAEL A.**

**316 CUMBRES PATIO  
LAS VEGAS NM 87701-0**

all of the former owner's interest in the following described real property, in **SAN MIGUEL** COUNTY, that interest being as of the date the state's lien for property taxes arose, pursuant to the Property Tax Code, that date being **January 1, 2008** . Tax Delinquent Account Number = **12-74980-2008** and that interest being subject only to perfected interests in the real property existing before the date the property tax lien arose :

**SEC: 23 TWN: 16 RNG: 16LOT/TRK: 16-17 BLK: 31UNIT: ACREAGE: 1.00**



COUNTY OF SAN MIGUEL )  
STATE OF NEW MEXICO ) ss **DEED PAGES: 1**

I Hereby Certify That This Instrument Was Filed for Record On The 6TH Day Of February, 2013 at 09:12:21 AM And Was Duly Recorded as Instrument #201300466 Of The Records Of San Miguel

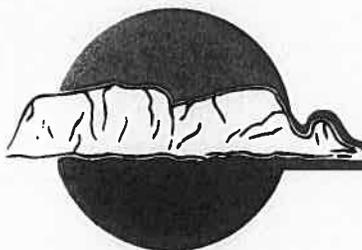
Witness My Hand And Seal Of Office  
*Melanie Y. Rivera*  
Melanie Y. Rivera  
County Clerk, San Miguel, NM

**WITNESS** the execution hereof by the grantor this day of : **6/7/2012**  
and seal affixed this date.

**PROPERTY TAX DIVISION**

*[Signature]*  
\_\_\_\_\_  
**DELEGATE**

**ORIGINAL**



# 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

November 5, 2014

Michael Urioste  
316 Cumbres Patio  
Las Vegas, NM 87701

Dear Mr.Urioste,

This letter is to give you formal notice that on October 27, 2014, the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment to the Official Zoning Map to re-zone the property located at 807 Railroad from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) on October 27, 2014 adopted a motion recommending approval of the proposed amendment.

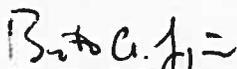
This matter will now go before the Governing Body of the City of Las Vegas on November 19, 2014 at 6:00 pm at City Hall located at 1700 N. Grand Avenue, for approval of the requested amendment.

Staff will initially present this item to the Council; at the end of the staff presentation, the item will be open for discussion. In any case dealing with property issues, all persons and witnesses who wish to speak for or against the issue will be sworn in.

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

If you have any questions, please feel free to contact me at (505) 426-3275.

Sincerely,

  
Benito A. Lujan

Zoning/Licensing Supervisor

XC: Maria Perea, CADD Technician  
File



The Board of Adjustment and Planning & Zoning Commission will hold a **PUBLIC HEARING** on Monday, October 27, 2014 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **ZONE CHANGE** from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) for property located at 807 Railroad Avenue, Las Vegas, NM. Owner is proposing to sell property and prospective buyers will be utilizing property as residential. Application submitted by Michael Urioste (Applicant/Owner). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE**. You may appear at the hearing to enter your testimony in favor or in opposition to this request or you may forward written statements, which shall be entered into the record. Please forward all statements to the Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701. The applicant aggrieved by the decision of the Board of Adjustment and Planning & Zoning Commission, may file a written notice of appeal.

If you require further information, please contact Benito Lujan, Zoning/Licensing Supervisor at (505) 454-1401, extension 3275.

## CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT  
1700 NORTH GRAND AVENUE  
LAS VEGAS, NEW MEXICO 87701

**'NOT TO SCALE'**



**APPLICATION FOR ZONE CHANGE** - - An Application for a Zone Change from C-3 (General Commercial Zone) to R-3 (Mixed Residential Zone) for the purpose of selling property located at 807 Railroad Avenue, Las Vegas, NM 87701.

**APPLICANT(S):** Michael Urioste  
316 Cumbres Patio  
Las Vegas, NM 87701

1-095-093-249-203 - - Lots 16-17, Block 31, San Miguel Town Company Addition  
Warranty Deed recorded on February 6, 2013, Instrument # 201300466

**OWNER(S):** Michael Urioste  
316 Cumbres Patio  
Las Vegas, NM 87701

- |    |  |     |  |
|----|--|-----|--|
| 1. | 1-095-093-234-219<br>Lupe & Pat Trujillo<br>HC 33, Box 224<br>Las Vegas, NM 87701  | 2   | 1-095-093-233-213<br>Guadalupe F. & Helen A. Trujillo<br>HC 33, Box 2242<br>Las Vegas, NM 87701  |
| 3. | 1-095-093-233-207<br>Guadalupe F. Trujillo<br>HC 33, Box 224<br>Las Vegas, NM 87701  | 4   | 1-095-093-225-187<br>Guadalupe F. & Helen A. Trujillo<br>HC 33, Box 224<br>Las Vegas, NM 87701   |
| 5. | 1-095-093-230-187<br>Lupe F. & Helen Trujillo<br>C/O Joseph L. Griego<br>P. O. Box 3053<br>Las Vegas, NM 87701   | 6.  | 1-095-093-235-187<br>Terence & Celeste Padilla<br>607 Mills Avenue<br>Las Vegas, NM 87701  |
| 7. | 1-095-093-229-183<br>Frank & Pauline Salazar<br>730 Diane Avenue<br>Las Vegas, NM 87701  | 8   | 1-095-093-249-216<br>Carlos & Juliette Gallegos Rev. Trust<br>C/O Carlos David & Delmira<br>Juliette Gallegos<br>706 Sperry Drive<br>Las Vegas, NM 87701 |
| 9  | 1-095-093-251-215<br>Carlos & Juliette Gallegos Rev. Trust<br>C/O Carlos David & Delmira<br>Juliette Gallegos<br>706 Sperry Drive<br>Las Vegas, NM 87701 | 10. | 1-095-093-249-207<br>Samuel Salazar Heirs<br>C/O Anita Davis Quintana<br>8301 Mission Gorge Road #39<br>Santee, CA 92071                                 |

**APPLICATION FOR ZONE CHANGE - - An Application for a Zone Change from C-3 (General Commercial Zone) to R-3 (Mixed Residential Zone) for the purpose of selling property located at 807 Railroad Avenue, Las Vegas, NM 87701.**

Michael Urioste

Page 2

- |  |  |
|--|--|
| 11. 1-095-093-249-198<br>Debra D. Tripp<br>320 E. National Avenue<br>Las Vegas, NM 87701   | 12. 1-095-093-243-185<br>Lee Einer<br>507 South Pacific Street<br>Las Vegas, NM 87701  |
| 13. 1-095-093-249-187<br>Tina S. Campbell &<br>Armando Gonzales<br>735 Railroad Avenue<br>Las Vegas, NM 87701                    | 14. 1-095-093-248-183<br>Simon Romero Enterprises, LLC<br>C/O Ernesto Pena<br>6716 Kelly Avenue, NE<br>Albuquerque, NM 87109 |
| 15. 1-095-093-297-192<br>Simon Romero Enterprises, LLC<br>C/O Ernesto Pena<br>6716 Kelly Avenue, NE<br>Albuquerque, NM 87109     | 16. 1-095-093-296-185<br>Rita A. Parsons<br>810 Railroad Avenue<br>Las Vegas, NM 87701                                       |
| 17. 1-095-093-295-181<br>Frank & Lupe Gold<br>808 Railroad Avenue<br>Las Vegas, NM 87701   | 18. 1-095-093-293-174<br>Simon Romero Enterprises, LLC<br>P. O. Box 1062<br>Las Vegas, NM 87701                              |
| 19. 1-095-093-285-135<br>Dominguez Revocable Trust<br>C/O Frank & Rosina Dominguez<br>700 Railroad Avenue<br>Las Vegas, NM 87701 |  |

**ONLY ONE (1) LETTER SENT** - - Both properties belong to Guadalupe F. & Helen A. Trujillo  
**ONLY ONE (1) LETTER SENT** - - Both properties belong to Carlos Gallegos, Sr.  
**ONLY ONE (1) LETTER SENT** - - Both properties belong to Simon Romero Enterprises, LLC

Above list was compiled on October 3, 2014 as per September 29, 2009 Map/Parcel Information provided by the San Miguel County Assessor's Office. List was verified at the San Miguel County Assessor's Office against actual property cards and 2014 information on October 8, 2014 at approximately 9:15am and are current for 2014. List was completed and verified by Maria D. Perea, CADD Technician for Community Development Department.



EAST COLUMBIA STREET

236-241	249-239	256-238
236-236	252-234	
236-233	252-230	
232-231	251-225	
236-229	251-220	
235-230	249-216	
235-224	251-215	
234-219	249-207	
233-213	249-203	
233-207	<b>SUBJECT PROPERTY</b>	
	249-198	

31

RAILROAD AVENUE

299-214	306-215
301-211	
300-207	
300-203	
299-200	
298-196	
297-192	
296-185	
295-181	
293-174	

32

EAST NATIONAL STREET

229-187	249-187
229-183	248-183
229-182	245-178
228-177	245-177
229-175	245-176

19

285-135  
Dominguez

T16n, R16e, Section 23  
1-095-093-

SCALE: 1" = 100'



SUBJECT  
PROPERTY

## **FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION**

On October 27, 2014, the Las Vegas Planning and Zoning Commission considered an application submitted by Michael Urioste (Owner), for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning of SEC: 23 TWN:16 RNG: 16 Lot/TRK:16-17 BLK:31 UNIT Acreage:1.00 of the San Miguel Town Company Addition. The Commission having been presented with the record testimony hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

### **NOTICE**

Notice for the public hear before the Planning and Zoning Commission was published in the Las Vegas Optic on October 10, 2014, faxed to area media on October 6, 2014, mailed via certified mail on October 9, 2014 to property owners within 100 feet, and notice was posted on the external boundaries of the property on October 15, 2014.

### **APPLICATION**

The property owner Michael Urioste, has submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning of SEC: 23 TWN:16 RNG:16 Lot/TRK:16-17 BLK:31 UNIT: Acreage 1.00 of the San Miguel Town Company Addition, for property located at 807 Railroad from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone). The re-zone would allow for the described property to be utilized as a single family dwelling.

### **LAND HISTORY**

There is an existing house on the property. All city utilities are available for this property. There are similar dwellings within the proximity of the subject site.

### **TESTIMONY**

Mr.Urioste has stated in his application that he wants to utilize the property as his primary residence and has no intent of utilizing the property in any commercial ventures.

### **COMMISSION'S RECOMMENDATION**

Based upon the Findings of Fact, the Commission made the following recommendation:

1. Motion was made to recommend approval of the amendment to the Zoning Map.

## **CONCLUSION OF LAW AND DECISION**

Based upon the above findings of fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Section 450-104 of the Las Vegas Zoning Ordinance, Chapter 450 was provided.
2. The Zoning Map amendment is in accordance with the Las Vegas Comprehensive Plan.
3. The Commission recommends to the City Council that the proposed Zone Change amendment be approved for the SEC: 23 TWN:16 RNG:16 Lot/TRK:16-17 BLK:31 UNIT: Acreage 1.00 of the San Miguel Town Company Addition, for property located at 807 Railroad.

Signed this \_\_\_ day of October, 2014.



Dwight Torrez, Planning & Zoning Chairperson

**CITY OF LAS VEGAS**  
**PLANNING & ZONING COMMISSION**  
**AGENDA STAFF REPORT**  
**FOR**  
**October 27, 2014 - Hearing**  
**APPLICATION / REQUEST**

<b>TYPE OF APPLICATION: An Amendment to the Official Zoning Map for a Zone Change from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone).</b>
<b>APPLICANT/ OWNER:</b>  Michael Urioste 316 Cumbres Patio Las Vegas, N.M. 87701
<b>INTENDED LAND USE:</b>  Petition to re-zone the commercial lot described as SEC: 23 TWN: 16 RNG: 16-17 BLK: 31 UNIT: Acreage: 1.00 of the San Miguel Town Company Addition, with an address of 807 Railroad, Las Vegas, N.M. 87701. The owner Michael Urioste is requesting that the tract herein describe be re-zoned from a C-3 (General Commercial Zone) to a R-3 (Mixed Residential Zone), to satisfy lender's requirement that property be re-zoned as a residential property.

**SITE INFORMATION**

<b>LOCATION</b>	A tract of land within the San Miguel Town Company Addition, with an address of 807 Railroad, Las Vegas, N.M. 87701.
<b>SITE ACREAGE</b>	The property contains 1.00 ± acres and described as the San Miguel Town Company Addition, with an address of 807 Railroad, Las Vegas, N.M. 87701.
<b>CURRENT ZONING CLASSIFICATION</b>	C-3 (General commercial Zone)
<b>CURRENT LAND USE</b>	Single Family Dwelling
<b>SAN MIGUEL COUNTY TAX PARCEL IDENTIFICATION NO. &amp; SCHOOL DISTRICT</b>	Tax Map Number: 1-095-093-249-203 School District: 2-IN
<b>TOWNSHIP &amp; RANGE</b>	Township 16n, Range 16e, Section 23 (Projected)

**ADJACENT PROPERTY OWNERS**

<b>NORTH</b>	R-1 (Single-Family Residential)
<b>EAST</b>	C-3 (General Commercial Zone)
<b>SOUTH</b>	C-3 (General Commercial Zone)
<b>WEST</b>	C-3 (General Commercial Zone)

**COMMENTS PROVIDED BY CITY UTILITY DEPARTMENTS AND OTHERS**

<b>WATER</b>	Available to area by City
<b>SEWER</b>	Available to area by City
<b>GAS</b>	Available to area by City
<b>SOLID WASTE</b>	Available to area by City
<b>Electric-(PNM) Cable-(Comcast) Telephone - (Cyber Link)</b>	Available to area
<b>FIRE DEPT.</b>	The nearest Fire Department is located on Legion Dr. approximately 2.2 miles from subject property.

**CHAPTER 450 ZONING ORDINANCE PLAN REGULATIONS**

<b>LAND USE DESIGNATION</b>	Section 450-2. Purpose: The official zoning plan for the City of Las Vegas was established and adopted to serve the public health, safety and general welfare of the community and to provide the economic and social advantage resulting from an orderly, planned use of resources. The C-3 (General Commercial Zone, Section 450-126, Purpose: is intended to provide for those retail businesses and services which require a location other than the Central Business District, being either highway-oriented or requiring larger tracts of land not normally available in the Central Business District.
<b>PROPOSED LAND USE DESIGNATION</b>	R-3 (Mixed Residential Zone), Section 450-123, Purpose: This zone is intended to provide for the development of single-family homes, duplexes, and mobile homes where all public utilities are immediately available or can be readily obtained.
<b>ZONE CHANGE DEFINITION</b>	An amendment to the Official Zoning Map to allow for land uses consistent within a specific area.

**COMPREHENSIVE MASTER PLAN ELEMENTS**

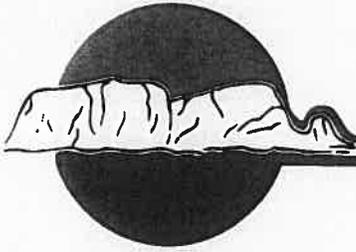
<b>LAND USE PLAN GOALS OBJECTIVES &amp; POLICIES</b>	<p>The following goals and objectives of the City of Las Vegas Comprehensive Plan are relevant to this request:</p> <p>Goals, Objectives and Policies: # D 1. a: Encourages adding housing stock in locations that are near to or served by existing utilities, community facilities and community services.</p>
--	--

**COMPREHENSIVE MASTER PLAN ELEMENTS**

<b>ADJACENT STREETS</b>	<b>NAME</b>	<b>CLASSIFICATION</b>
	Railroad Ave	Public Thoroughfare
	E. National Ave	Public Thoroughfare
	Columbia St.	Public Thoroughfare

**PUBLIC NOTICE AND AGENCY REVIEW**

<b>APPLICATION FILING DATE</b>	October 4, 2014.
<b>DEVELOPMENT REVIEW TEAM REQUEST FOR COMMENTS</b>	None submitted.
<b>PUBLICATION NOTICE OF P&amp;Z MEETING</b>	Published in the Las Vegas Optic on Friday, October 10, 2014 (for October 27, 2014 Meeting).
<b>PUBLIC NOTICE MAILING LIST</b>	Mailed on October 9, 2014 via certified mail to adjacent property owners, giving notice of meeting to be held on October 27, 2014
<b>PUBLIC NOTICE SIGN</b>	Posted on October 15, 2014



# 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

## MEMO

To: David Romero, City Attorney  
From: Benito A. Lujan  
Benito A. Lujan, Zoning/Licensing Supervisor  
Date: 11-5-14  
RE: Review of Ordinance #14-08

For your review is Ordinance No. 14-08 being a petition to re-zone a commercial lot described as SEC: 23 TWN: 16 RNG: 16 Lot/TRK:16-17 BLK:31UNIT: Acreage:1.00 of the San Miguel Town Company Addition, with an address of 807 Railroad, Las Vegas, NM 87701. The owner Michael Urioste is requesting that the tract herein describe be re-zoned from an C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone), to satisfy lender's requirement that property be re-zoned as a residential property.

Approved  
Dave Romero  
11/6/14

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 11-5-14**

**DEPT: Community Development**

**MEETING DATE: 11-19-14**

**DISCUSSION ITEM/TOPIC:** Ordinance No. 14-09 amending the Official Zoning Map from a Multi Family Zone (R-2) to a Mixed Residential Zone (R-3) for property located at 2317 Romero Street as requested by Dorothy Aragon (Applicant/Petitioner) and Lynette Y. Lujan (Owner).

**ACTION REQUESTED OF COUNCIL:** Conduct a public hearing and approve or disapprove the adoption of Ordinance No. 14-09 amending the Official Zoning Map from a Multi Family Zone (R-2) to a Mixed Residential Zone (R-3) for property located at 2317 Romero Street.

**BACKGROUND/RATIONALE:** On October 27, 2014, the Las Vegas Planning & Zoning Commission considered an application submitted by Dorothy Aragon for an amendment to the Zoning map. The proposed amendment would change the property known as 2317 Romero Street from an R-2 to an R-3, which would allow purchaser to utilize property as a residential property.

**STAFF RECOMMENDATION:** Approval of Amendment

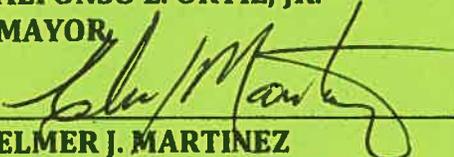
**COMMITTEE RECOMMENDATION:** The Planning and Zoning Commission on October 27, 2014 held a public hearing and adopted a motion recommending the proposed amendment.

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

  
\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

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

  
\_\_\_\_\_  
**ELMER J. MARTINEZ**  
**ACTING CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS**  
**FINANCE DIRECTOR**

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO**  
**CITY ATTORNEY**

**Approved as to Legal Sufficiency Only**

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

**Approved to form 9-25-12**

**CITY COUNCIL  
RECORD PROPER**

**Applicant/Petitioner.....Dorothy Aragon**

**Owner.....Lynette Y. Lujan**

**Location.....2317 Romero Street**

**Hearing Date.....October 27, 2014**

**Action Requested**

Approve or disapprove the adoption of Ordinance # 14-09 amending the official Zoning map from a Multi Family Zone (R-2) to a Mixed Residential Zone (R-3) for a property located at 2317 Romero Street, Las Vegas, New Mexico 87701.

**BACKGROUND**

Ms. Aragon submitted an application for an amendment to the Official Zoning Map of the City of Las Vegas. The application is to change the zoning of property from R-2 (Multi Family Zone) to an R-3 (Mixed Residential Zone), for property located at 2317 Romero Street, Las Vegas, NM. The re-zone would allow the applicant to move her single wide Mobile Home to 2317 Romero Street from its current location at the Enchanted Hills Mobile Home Park, and the R-2 classification does not allow for placement of single wide Mobile Home.

In accordance with Chapter 450-98 of the zoning ordinance, an amendment to the Official Zoning Map may be initiated by a landowner by application. Ms. Aragon filed their application on October 2, 2014.

**EXHIBITS**

<b>Exhibit No.</b>	<b>Description</b>
<b>Document</b>	<b>Document name, date, and number of pages.)</b>

<b>1</b>	<b>Zone Change Application, filed 10/01/14,1 page</b>
<b>2</b>	<b>Letter of Intent dated 9/29/14,1 page</b>
<b>3</b>	<b>Warranty Deed, 1 Page</b>
<b>4</b>	<b>Notice of City Council Meeting sent to Applicant 1page,dated 11/5/14</b>
<b>5</b>	<b>100- foot notice list of property owners given notice, County Assessors Map, and Vicinity map,4 pages</b>
<b>6</b>	<b>Picture of Property located at 2317 Romero Street</b>
<b>7</b>	<b>Staff Report provided to the Planning and Zoning Commission for the October 27,2014 Meetings,3 pages</b>
<b>8</b>	<b>Planning Zoning Finding of Fact,2 pages</b>
<b>9</b>	<b>City Attorney review of Ordinance No. 14-09,3 pages</b>

CITY OF LAS VEGAS ZONE CHANGE APPLICATION

OCT 01 2014

mdp 1: 384

Name of applicant(s): Dorothy Aragon

Address of applicant: 2701 7th St, space 74, LV, NV 89101

Property interest of applicant(s): Purchaser

Owner, under contract, purchaser, etc.

Home phone #: \_\_\_\_\_ work #: \_\_\_\_\_ cell#: 505-426-5981

Address of property to be rezoned: 2317 Romero St.

If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? R-2 - Currently vacant  
Commercial, residential, agricultural

Why do you want to rezone your property? I am purchasing property  
Want to park my mobile Home

Dorothy Aragon  
Signature of applicant

Date 9-29-14

[Signature]  
Signature of owner  
(If different from applicant)

Date 9-30-14

warranty Deed  
9/12/06 - Doc. # 200605079 - Real Estate Contract -  
1. DB \_\_\_\_\_ page \_\_\_\_\_ of recorded deed not recorded

This area to be filled in by staff

2. Present zone classification? R-2 - multi family  
Residential

3. What will the zone classification be after the zone change?  
R-3 Mixed family residential

Date fee was paid? 10/10/14 receipt # 192408

Amount paid? \$110.00

Please provide applicant with copy of this application

EXHIBIT 2

9-29-14

To Whom it may concern (councils)

My Name is Dorothy Aragon  
I am putting a Application for a  
request for a zone change from an  
R2 to an R3 zone at 2317 Romero St.  
I am purchasing the property. I would  
like to move my mobile home there  
I am living at Enchanted Hills now  
and I am really tired of being there  
and paying space rent. I would  
appreciated very much if you would.

Thank you  
Dorothy Aragon

# WARRANTY DEED

Evelyn J. Lujan

for consideration paid, grant

to Lynette Y. Lujan (A married woman as her sole and separate property)

whose address is 2319 Lopez St. Las Vegas, N. Mexico 87701

the following described real estate in San Miguel County, New Mexico:

Beginning at the NE of this tract. Hence 125 feet Westerly along Benave Chavez's property to Evelyn Lujan's property; thence Southerly along Evelyn's and Lynette's property 60 feet to David Lujan's property; thence Easterly along David Lujan's property 125 feet to Romero street; thence along Romero street 60 feet to the NE corner & place of beginning.

Also:

Beginning on the NE Corner of this tract hence southerly along David Lujan, 60 feet to David Lujan hence westerly 50 feet to alley, hence along alley Northerly direction 50 feet adjacent to Bernabe Chavez, hence Easterly 50 feet along Bernabe Chavez property line to the Northeast corner of this tract and place of beginning.

Also:

Being the property conveyed by Rosa Lopez to Evelyn Lujan and Lynette Lujan by deed recorded in Book 229 Page 6868, San Miguel County Clerk's Office.

with warranty covenants.

Witness my hand and seal on this 12th day of September, 2006

Evelyn J. Lujan (Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

## ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO )

COUNTY OF San Miguel ) ss.

This instrument was acknowledged before me on September 12, 2006

Evelyn J. Lujan

My commission expires: 6-8-08

Calvin A. Estrada  
NOTARY PUBLIC

## ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO )

COUNTY OF \_\_\_\_\_ ) ss.

It was acknowledged before me on \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

(NAME OF OFFICER)

\_\_\_\_\_, of \_\_\_\_\_ (CORPORATION ACKNOWLEDGMENT)

\_\_\_\_\_, corporation, on behalf of said corporation

\_\_\_\_\_, on expires: \_\_\_\_\_ NOTARY PUBLIC

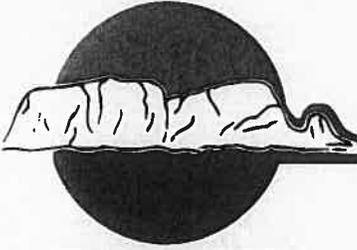
FOR RECORDER'S USE ONLY

COUNTY OF SAN MIGUEL )  
STATE OF NEW MEXICO ) ss.  
LIBERTY DEED  
PAGE: 1

I Herby Certify That This Instrument Was Filed for Record on the 12TH Day Of September, 2006 at 01:58:19 PM And Was Duly Recorded as Instrument #200609079 Of The Records Of SAN MIGUEL COUNTY CLERK

Witness My Hand and Seal Of Office  
Paul Maez  
Deputy County Clerk, San Miguel, NM

(Seal)



# 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

November 5, 2014

Dorothy Aragon  
2701-7<sup>th</sup> Street, Sp.74  
Las Vegas, NM 87701

Dear Ms. Aragon,

This letter is to give you formal notice that on October 27, 2014, the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment to the Official Zoning Map to re-zone the property located at 2317 Romero Street from a R-2 (Multi Family Zone) to an R-3 (Mixed Residential Zone) on October 27, 2014 adopted a motion recommending approval of the proposed amendment.

This matter will now go before the Governing Body of the City of Las Vegas on November 19, 2014 at 6:00 pm at City Hall located at 1700 N. Grand Avenue, for approval of the requested amendment.

Staff will initially present this item to the Council; at the end of the staff presentation, the item will be open for discussion. In any case dealing with property issues, all persons and witnesses who wish to speak for or against the issue will be sworn in.

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

If you have any questions, please feel free to contact me at (505) 426-3275.

Sincerely,

*B. A. Lujan*  
Benito A. Lujan

Zoning/Licensing Supervisor

XC: Maria Perea, CADD Technician  
File



The Board of Adjustment and Planning & Zoning Commission will hold a **PUBLIC HEARING** on Monday, October 27, 2014 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **ZONE CHANGE** from R-2 (Multi Family Residential Zone) to an R-3 (Mixed Residential Zone), for property located at 2317 Romero Street, Las Vegas, NM. Applicant/Purchaser is planning on re-locating mobile home from Enchanted Hills MH Park to this location. Application submitted by Dorothy Aragon (Applicant/Purchaser) and Lynette Y. Lujan (Owner). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE**. You may appear at the hearing to enter your testimony in favor or in opposition to this request or you may forward written statements, which shall be entered into the record. Please forward all statements to the Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701. The applicant aggrieved by the decision of the Board of Adjustment and Planning & Zoning Commission, may file a written notice of appeal.

If you require further information, please contact Benito Lujan, Zoning/Licensing Supervisor at (505) 454-1401, extension 3275.

## CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT  
1700 NORTH GRAND AVENUE  
LAS VEGAS, NEW MEXICO 87701

**'NOT TO SCALE'**



**APPLICATION FOR ZONE CHANGE** - - An Application for a Zone Change from an R-2 ( Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) for the purpose of moving Mobile Home from Enchanted Hills MH Park to property located at 2317 Romero Street, Las Vegas, NM 87701.

**APPLICANT/BUYER:** Dorothy Aragon  
2701 - 7th Street, Sp. 74  
Las Vegas, NM 87701

1-094-093-056-060 - - A 60' x 175' Lot within Block 164, Town of Las Vegas within T16n, R16e, Section 22  
Warranty Deed recorded on September 12, 2006, Document # 200605079

**OWNER(S):** Lynette Y. Lujan  
2319 Lopez Street  
Las Vegas, NM 87701

- |    |  |     |  |
|----|--|-----|--|
| 1. | 1-094-093-018-105<br>Las Vegas Masonic Cemetery<br>414 Diego Drive<br>Las Vegas, NM 87701      | 2.  | 1-094-093-033-048<br>Frank R. & Ernestine C. Rodriguez<br>918 Taos Street<br>Las Vegas, NM 87701 |
| 3. | 1-094-093-054-066<br>Juan J. & Carmen H. Chavez<br>2327 Romero Street<br>Las Vegas, NM 87701   | 4.  | 1-094-093-057-067<br>Bernabe Chavez Jr.<br>2327 Romero Street<br>Las Vegas, NM 87701             |
| 5. | 1-094-093-061-054<br>Larry Lopez<br>2309 Romero Street<br>Las Vegas, NM 87701                  | 6.  | 1-094-093-060-047<br>Larry Lopez<br>2309 Romero Street<br>Las Vegas, NM 87701                    |
| 7. | 1-094-093-063-087<br>Rudy M. & Elizabeth A. Ortega<br>413 Peggy Lane<br>Las Vegas, NM 87701    | 8.  | 1-094-093-068-087<br>Andrea T. Leyba<br>804 Mora Street<br>Las Vegas, NM 87701                   |
| 9. | 1-094-093-071-087<br>Paul Barela & Angela Villanueva<br>802 Mora Street<br>Las Vegas, NM 87701 | 10. | 1-094-093-074-068<br>Warfield Properties, Inc.<br>805 - 7th Street<br>Las Vegas, NM 87701        |

**APPLICATION FOR ZONE CHANGE - - An Application for a Zone Change from an R-2 ( Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) for the purpose of moving Mobile Home from Enchanted Hills MH Park to property located at 2317 Romero Street, Las Vegas, NM 87701.**

Dorothy Aragon  
Page 2

- |  |  |
|--|--|
| 11. 1-094-093-080-070<br>Lynette Y. & Lorenzo Gonzales<br>2319 Lopez Street<br>Las Vegas, NM 87701 | 12. 1-094-093-076-057<br>Elizabeth & Juan Gurule /<br>Mary Dell Gutierrez<br>806 Taos Street<br>Las Vegas, NM 87701<br>Main: 1-094-093-084-047 |
| 13. 1-094-093-085-062<br>Alice P. Alcon<br>Mora Route, Box 143<br>Sapello, NM 87745                |  |

**ONLY ONE (1) LETTER SENT - - Both properties belong to Larry Lopez**

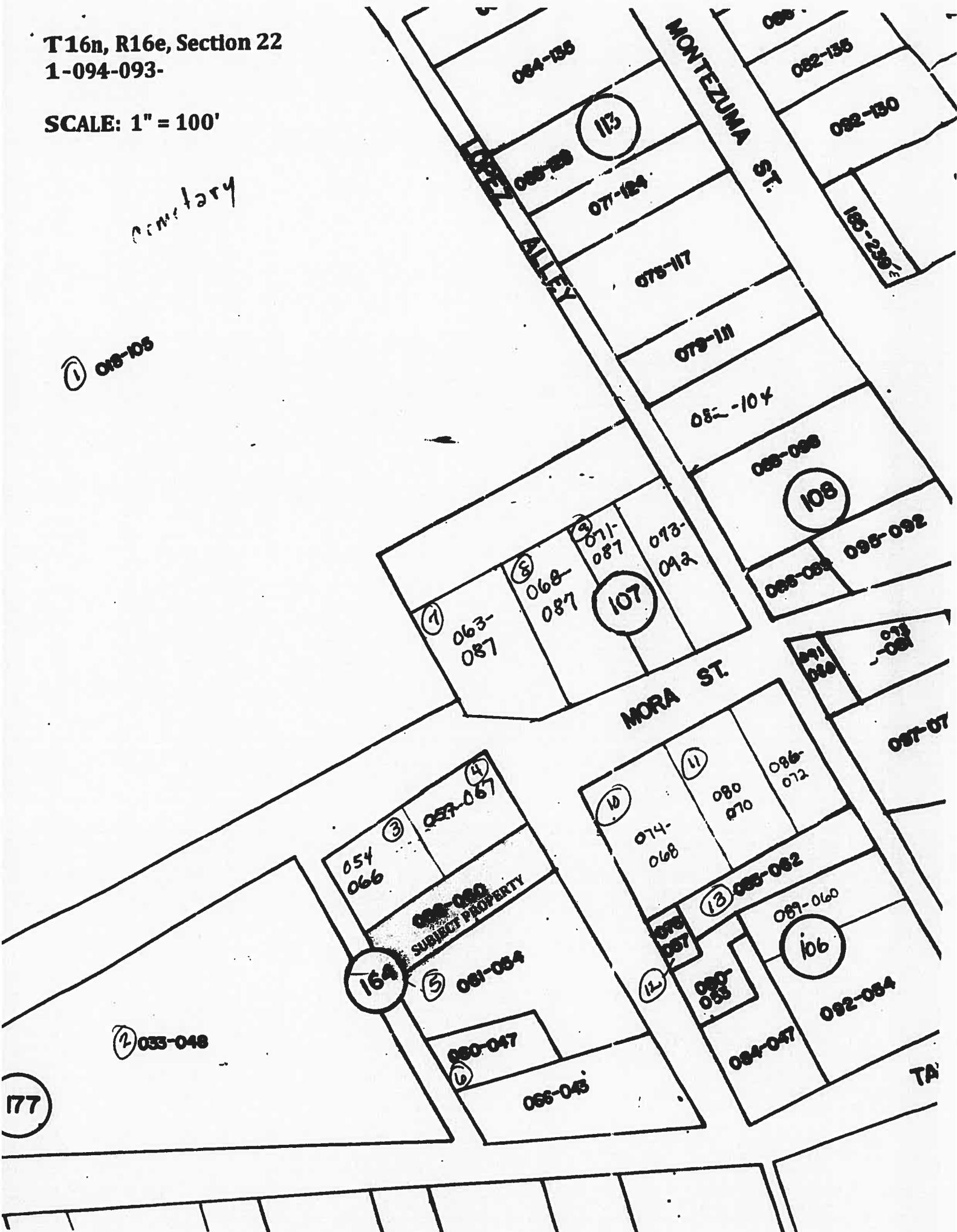
Above list was compiled on October 3, 2014 as per September 29, 2009 Map/Parcel Information provided by the San Miguel County Assessor's Office. List was verified at the San Miguel County Assessor's Office against actual property cards and 2014 information on October 8, 2014 at approximately 9:30am and are current for 2014. List was completed and verified by Maria D. Perea, CADD Technician for Community Development Department.

T16n, R16e, Section 22  
1-094-093-

SCALE: 1" = 100'

*annexatory*

① 018-105



ASSESSMENT FOR 05/15/08

1003

MAP: 1-094-093-056-060-  
 FOLDER: 114  
 SEC: 22 TWN: 16 RNG: 16  
 SUB: TOWN OF LAS VEGAS  
 LOT/TRK: BLK: 164 UNIT:  
 LOC: 2317 ROMERO STREET

2008

CODE	DESC	QUANTITY	FULL VALUE
27	HOME ON LOT	.24	19939
32	RES SINGLE	1.00	9623
TOTAL:			29562

FORM: LUJAN EVELYN J  
 DATE: 09/12/06 DEED: 200605079

TAXABLE VALUE	NON	RES
LAND		6646
BUILDING		3208
TOTAL	0	9854
NET ASES	0	9854

QUAD 3 W'IN SW4SW4 HISTORY DEEDS:  
 237/8386; 237/9788; 237/9796;  
 239/269; 239/5562

017980 1-IN  
 LUJAN LYNETTE Y  
 2319 LOPEZ STREET  
 LAS VEGAS, NM 87701-

\*\*\*\*\*



**SUBJECT  
PROPERTY**

Google earth

© 2014 Google

## **FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION**

On October 27, 2014, the Las Vegas Planning and Zoning Commission considered an application submitted by Dorothy Aragon (Applicant/Petitioner) and Lynette Y. Lujan (Owner) for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning of SEC: 22 TWN:16 RNG: 16 Lot/TRK: BLK:164 UNIT of the San Miguel Town Company Addition. The Commission having been presented with the record testimony hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

### **NOTICE**

Notice for the public hear before the Planning and Zoning Commission was published in the Las Vegas Optic on October 10, 2014, faxed to area media on October 6, 2014, mailed via certified mail on October 9, 2014 to property owners within 100 feet, and notice was posted on the external boundaries of the property on October 15, 2014.

### **APPLICATION**

The property owner Dorothy Aragon has submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning of SEC: 22 TWN:16 RNG: 16 Lot/TRK: BLK:164 UNIT of the San Miguel Town Company Addition, for property located at 2317 Romero Street from a R-2 (Multi Family Zone) to an R-3 (Mixed Residential Zone). The re-zone would allow the applicant to move her single wide Mobile Home to 2317 Romero Street from its current location at the Enchanted Hills Mobile Home Park, and the R-2 classification does not allow for placement of single wide Mobile Home.

### **LAND HISTORY**

The lot is vacant. All city utilities are available for this property. There are similar dwellings within the proximity of the subject site.

### **TESTIMONY**

Ms. Aragon has stated in his application that she wants to utilize the property as her primary residence.

### **COMMISSION'S RECOMMENDATION**

Based upon the Findings of Fact, the Commission made the following recommendation:

1. Motion was made to recommend approval of the amendment to the Zoning Map.

## **CONCLUSION OF LAW AND DECISION**

Based upon the above findings of fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Section 450-104 of the Las Vegas Zoning Ordinance, Chapter 450 was provided.
2. The Zoning Map amendment is in accordance with the Las Vegas Comprehensive Plan.
3. The Commission recommends to the City Council that the proposed Zone Change amendment be approved for the SEC: 22 TWN:16 RNG: 16 Lot/TRK: BLK:164 UNIT of the San Miguel Town Company Addition, for property located at 2317 Romero Street.

Signed this \_\_\_ day of October, 2014.

  
Dwight Torres, Planning & Zoning Chairperson

**CITY OF LAS VEGAS  
 PLANNING & ZONING COMMISSION  
AGENDA STAFF REPORT  
 FOR  
 October 27, 2014 - Hearing  
 APPLICATION / REQUEST**

<b>TYPE OF APPLICATION: An Amendment to the Official Zoning Map for a Zone Change from a R-2 (Multi-Family Zone) to an R-3 (Mixed Residential Zone).</b>	
<b>PETITIONER / APPLICANT:</b>  Dorothy Aragon 2701 7 <sup>th</sup> St. Las Vegas, N.M. 87701	<b>OWNER:</b>  Lynette Y. Lujan 2317 Lopez St. Las Vegas, N.M. 87701
<b>INTENDED LAND USE:</b>  Petition to re-zone the 60' x 175' lot described as SEC: 22 TWN: 16 RNG: 16 BLK:164 UNIT: Acreage: 0.241 of the Town of Las Vegas, with an address of 2317 Romero St. Las Vegas, N.M. 87701. The owner Lynette Y. Lujan is requesting that the tract herein describe be re-zoned from a R-2 (Multi-Family Residential Zone) to a R-3 (Mixed Residential Zone), to satisfy the buyer's request that the property be re-zoned as a mixed residential property.	

**SITE INFORMATION**

<b>LOCATION</b>	A tract of land within the Town of Las Vegas, with an address 2317 Romero St., Las Vegas, N.M. 87701.
<b>SITE ACREAGE</b>	The property contains 0.241 ± acres and described as the Town of Las Vegas, with an address 2317 Romero St., Las Vegas, N.M. 87701.
<b>CURRENT ZONING CLASSIFICATION</b>	R-2 (Multi-Family Residential Zone)
<b>CURRENT LAND USE</b>	Vacant lot.
<b>SAN MIGUEL COUNTY TAX PARCEL IDENTIFICATION NO. &amp; SCHOOL DISTRICT</b>	Tax Map Number: 1-094-093-056-060 School District: 1-IN
<b>TOWNSHIP &amp; RANGE</b>	Township 16n, Range 16e, Section 22 (Projected)

**ADJACENT PROPERTY OWNERS**

<b>NORTH</b>	R-3 (Mixed Residential Zone)
<b>EAST</b>	R-3 (Mixed Residential Zone)
<b>SOUTH</b>	R-2 (Multi-Family Residential Zone)
<b>WEST</b>	R-2 (Multi-Family Residential Zone)

**COMMENTS PROVIDED BY CITY UTILITY DEPARTMENTS AND OTHERS**

<b>WATER</b>	Available to area by City
<b>SEWER</b>	Available to area by City
<b>GAS</b>	Available to area by City
<b>SOLID WASTE</b>	Available to area by City
<b>Electric-(PNM) Cable-(Comcast) Telephone - (Cyber Link)</b>	Available to area
<b>FIRE DEPT.</b>	The nearest Fire Department is located on 1901 New Mexico Ave., approximately .5 miles from the subject property.

**CHAPTER 450 ZONING ORDINANCE PLAN REGULATIONS**

<b>LAND USE DESIGNATION</b>	Section 450-2. Purpose: The official zoning plan for the City of Las Vegas was established and adopted to serve the public health, safety and general welfare of the community and to provide the economic and social advantage resulting from an orderly, planned use of resources.
<b>PROPOSED LAND USE DESIGNATION</b>	R-3 (Mixed Residential Zone), Section 450-123, Purpose: This zone is intended to provide for the development of single-family homes, duplexes, and mobile homes where all public utilities are immediately available or can be readily obtained.
<b>ZONE CHANGE DEFINITION</b>	An amendment to the Official Zoning Map to allow for land uses consistent within a specific area.

**COMPREHENSIVE MASTER PLAN ELEMENTS**

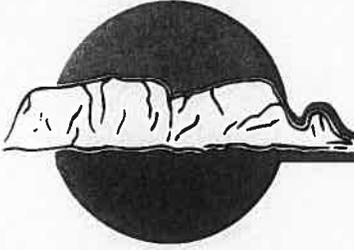
<b>LAND USE PLAN GOALS OBJECTIVES &amp; POLICIES</b>	<p>The following goals and objectives of the City of Las Vegas Comprehensive Plan are relevant to this request:</p> <p>Goals, Objectives and Policies: # D 1. a: Encourages adding housing stock in locations that are near to or served by existing utilities, community facilities and community services.</p>
--	--

**COMPREHENSIVE MASTER PLAN ELEMENTS**

<b>ADJACENT STREETS</b>	<b>NAME</b>	<b>CLASSIFICATION</b>
	Mora St.	Public Thoroughfare
	Salazar St.	Public Thoroughfare
	Romero St.	Public Thoroughfare

**PUBLIC NOTICE AND AGENCY REVIEW**

<b>APPLICATION FILING DATE</b>	October 1, 2014.
<b>DEVELOPMENT REVIEW TEAM REQUEST FOR COMMENTS</b>	None submitted.
<b>PUBLICATION NOTICE OF P&amp;Z MEETING</b>	Published in the Las Vegas Optic on October 10, 2014 (for October 27, 2014 Meeting)
<b>PUBLIC NOTICE MAILING LIST</b>	Mailed on October 14, 2014 via certified mail to adjacent property owners, giving notice of meeting to be held on October 27, 2014
<b>PUBLIC NOTICE SIGN</b>	Posted on October 15, 2014



# 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

## MEMO

To: David Romero, City Attorney

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

Date: 11-5-14

RE: Review of Ordinance #14-09

For your review is Ordinance No. 14-09 being a petition to re-zone a commercial lot described as SEC: 22 TWN:16 RNG: 16 Lot/TRK: BLK:164 UNIT of the San Miguel Town Company Addition, with an address of 2317 Romero Street, Las Vegas, NM 87701. The owner Dorothy Aragon is requesting that the tract herein describe be re-zoned from an R-2 (Multi Family Zone) to an R-3 (Mixed Residential Zone), to place a single wide Mobile home.

APPROVED:  
Dave Romero  
11/10/14

**CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 11-13-14 DEPT: Executive

MEETING DATE: November 19, 2014

ITEM/TOPIC: Appointment of Community Development Director.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of City Manager's recommendation on appointment of a Community Development Director.

BACKGROUND/RATIONALE: In accordance with the City of Las Vegas New Mexico Municipal Charter Section 5.07 C) The City Manager shall appoint department directors, subject to approval by the Governing Body. The position was advertised, and interviews were conducted for the Community Development Director.

STAFF RECOMMENDATION:

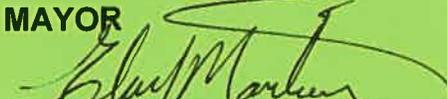
COMMITTEE RECOMMENDATION:

**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.**

\_\_\_\_\_  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

  
\_\_\_\_\_  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
\_\_\_\_\_  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11-5-14 DEPT: Executive MEETING DATE: 11-12-2014

ITEM/TOPIC: Agreement between the City of Las Vegas and the Las Vegas/San Miguel Chamber of Commerce, Inc..

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Agreement with the Las Vegas/San Miguel Chamber of Commerce, Inc..

BACKGROUND/RATIONALE: The Chamber of Commerce is a non-profit organization whose purpose is to provide Tourism and Promotional and Special event services.. (see attached agreement)

STAFF RECOMMENDATION: Approval of Agreement with the Chamber of Commerce.

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  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

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

Contract # \_\_\_\_\_

## CONTRACT

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called (City) and the Las Vegas/San Miguel Chamber of Commerce, Inc., a corporation, hereinafter called ("Chamber" or "Contractor" interchangeably). The term of this contract is December 1, 2014 to June 30, 2015.

**WHEREAS**, the Contractor has negotiated the terms of the Contract with the City; and

**IN CONSIDERATION** of the mutual promise and covenants contained herein the City and Contractor agree as follows:

**1. PURPOSE**

The purpose of this agreement is to assist and support the Las Vegas/San Miguel Chamber of Commerce, the Contractor, in the reestablishment of its' base mission which is to provide business development services to the business community.

**2. SCOPE OF WORK**

The amount of the contract shall not exceed Thirty Five Thousand and 00/100 Dollars (\$35,000.00) to be paid for under the terms and allocations as shown within in this contract and in "Exhibit A."

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The Contractor agrees to perform and must meet the following conditions:

**I. Membership Drive**

The Contractor will conduct a membership drive during the term of this Contract and will recruit at least \_\_\_\_\_ businesses according to the monthly schedule below per month and based on a fee structure approved by the Contractor's Board of Directors, for a total of \_\_\_\_\_ 100 members before the end of this contract.

**Membership Drive Schedule**

<u>Month</u>	<u>Number of Memberships Recruited</u>
One	10
Two	10
Three	10
Four	10
Five	20
Six	20
Seven	20
<i>TOTAL</i>	100

**Invoicing and Reporting:** The Contractor will present monthly invoices, a report on the number of business recruited and supporting documentation to the City no later than 15 days after the end of the month being reported. Invoices presented after this date will not be accepted.

**II. Recognition Events**

The Contractor will organize at least two (2) business recognition events monthly such as “Business after Hours” and “Business over Breakfast” and no less than ten (10) during the term of this Contract for the purpose of allowing businesses to bring awareness and share their services with other members and the community.

**Invoicing and Reporting:**

The Contractor will present monthly invoices, a report on the number of attendees, business recruited and supporting documentation to the City no later than 15 days after the end of the month being reported.

**III. Electronic Communication:**

The Contractor will develop and distribute a monthly electronic newsletter which can be converted to paper for distribution within the community and communities around the state and clientele connecting with local business or relocating to Las Vegas. Contactor shall distribute weekly “Eblast” communicating useful and valuable information regarding local business events and activities

**Invoicing and Reporting:** The Contractor will present monthly invoices, a report on the number of electronic communication attempts made and number of successful contacts with feedback to the City no later than 15 days after the end of the month being reported.

**IV. Direct Mail/Response to Requests for Information Bulk Mail**

The Contractor will respond to requests for community and business related information and relocation information via e-mail, phone, mail, and internet and will refer inquiries to community

businesses as appropriate and maintain detailed records of such interactions and referrals.

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#### **V. Las Vegas Day and Night**

The Contractor will assist the City and its institutional partners with the organization, hosting and logistics of Las Vegas Night at the Legislature.

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The Contractor will participate in radio programs with local stations promoting local businesses and their activities at least 2 times per month. The Contractor will also utilize social media and traditional media such as local newspaper or regional newspapers as venues to inform the community about business happenings. The Contractor will submit press releases on business related activities and events, and will write and submit articles on a regular basis regarding these events to the media.

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#### **VII. Retail Marketing Initiative**

During the term of this Contract, the Contractor will coordinate and produce a discount coupon booklet/or develop an electronic discount program for distribution to area college students and conference/special event attendees.

**Invoicing and Reporting:** The Contractor will submit the completed discount booklet or a description of the electronic discount program including supporting documentation with the monthly report, associated with the request for reimbursement. The report will include distribution location(s) and a count of distribution. Comments (qualitative data) from local merchants regarding the program are to be included in the report to the City.

#### **VIII. Website Maintenance, Upgrade and Marketing:**

The Contractor will maintain a businesses and community oriented website in an effort to generate business referrals, business opportunities, and entrepreneurship in and around the Las Vegas/San Miguel County Area. Website should include methods for capturing contact information and maintaining an ongoing relationship with its virtual contacts. All content and photos on the website should remain relevant to businesses and membership.

**Invoicing and Deliverables:** The Contractor will present monthly invoices, and will provide in the monthly report to the City the number of “hits” received by the website and conversion rates including trends in number of website visits and any related information and updates to the website, and supporting documentation to the City no later than 15 days after the end of the month being reported.

**IX. OTHER**

- A. The Contractor agrees to remove the billboard on north Grand Avenue that promotes Chamber of Commerce Visitor Center and which directly competes with the City’s Visitor Center at the Railroad Depot.
- B. The Contractor agrees ~~to either collaborate or coordinate with individuals and/or organizations to the effect that there will be only one Visitor Guide for the community~~ it will not utilize funds derived from this contract for the purposes of a visitor guide.
- C. The Contractor is to be involved in the promotion of all aspects of the community to include social, military, ethnic, religious, and fraternal organizations.

**TERM:** The term of this Contract is from December 1, 2014 to June 30, 2015.

**CONSIDERATION:** In consideration for services rendered, the City agrees to pay the Contractor \$35,000 for the above services per Exhibit A, herewith attached.

Payments and performance obligations for the fiscal periods shall be subject to the availability and appropriation of funds.

**REPORTS TO CITY/DISBURSEMENTS:** During the term of this Contract, Contractor shall make a presentation on the status of the Contract City of Las Vegas City Council during the months of January 2015; March 2015 and June 2015.

Invoices shall be submitted by Contractor on a monthly basis and in accordance with the Invoicing and Reporting section of each item. Reports must include signature of a review and approval by at least one (1) officer of the Contractor’s Board and the signature of submittal by the Executive Director.

Disbursements shall be made within 30 days by the City to the Contractor, after review and approval of expenditures by the City.

**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.

**DISCLOSURE TO THE CITY:** At such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract, and the Contractor 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 Contract subject to the limitations set out above.

**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, unless said interest is directly related to the private business of the officer and is disclosed for the record.

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

**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.

**ASSIGNMENT:** The Contractor shall not assign any interest in this Contract excluding payments for services by the Contractor as provided for above and shall not transfer any interest in the same (whether by assignment or 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.

**SUBJECT TO LAWS:** The Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

**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 or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

**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.

**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.

**ENTIRE CONTRACT:** 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.

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

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

**INDEMNIFICATION:** Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney's fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

**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.

**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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be Executed this day and year first above written:

**CITY OF LAS VEGAS:**

\_\_\_\_\_  
Alfonso E. Ortiz, Jr., Mayor

**CHAIRMAN LAS VEGAS/SAN MIGUEL CHAMBER OF COMMERCE:**

\_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO  
LEGAL SUFFICIENCY ONLY:**

\_\_\_\_\_  
Dave Romero Jr., City Attorney

**Exhibit A  
TO CONTRACT  
Dated Month XX, 2014 by and between the City of Las Vegas  
and the Las Vegas San Miguel Chamber of Commerce**

The Contractor will present monthly invoices along with written reports as required in all areas of its scope of work and supporting documentation to the City no later than 15 days after the end of the month being reported. Invoices presented after this date will not be accepted, except under the condition that a written request and explanation for the invoice/report tardiness is submitted by the Chairman of the board of directors. Payments under this contract based on the following invoice/reporting schedule:

December 1, 2014	\$5,000.00
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February 28, 2015	\$4,500.00
March 31, 2015	\$4,500.00
April 30, 2015	\$4,500.00
May 31, 2015	\$4,500.00
June 30, 2015	\$3,000.00

Contract # \_\_\_\_\_

## CONTRACT

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called (City) and the Las Vegas/San Miguel Chamber of Commerce, Inc., a corporation, hereinafter called ("Chamber" or "Contractor" interchangeably). The term of this contract is December 1, 2014 to June 30, 2015.

**WHEREAS**, the Contractor has negotiated the terms of the Contract with the City; and

**IN CONSIDERATION** of the mutual promise and covenants contained herein the City and Contractor agree as follows:

**1. PURPOSE**

The purpose of this agreement is to assist and support the Las Vegas/San Miguel Chamber of Commerce, the Contractor, in the reestablishment of its' base mission which is to provide business development services to the business community.

**2. SCOPE OF WORK**

The amount of the contract shall not exceed Thirty Five Thousand and 00/100 Dollars (\$35,000.00) to be paid for under the terms and allocations as shown within in this contract and in "Exhibit A."

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The Contractor agrees to perform and must meet the following conditions:

**I. Membership Drive**

The Contractor will conduct a membership drive during the term of this Contract and will recruit businesses according to the monthly schedule below and based on a fee structure approved by the Contractor's Board of Directors, for a total of 100 members before the end of this contract.

**Membership Drive Schedule**

<u>Month</u>	<u>Number of Memberships Recruited</u>
One	10
Two	10
Three	10
Four	10
Five	20
Six	20
Seven	20
<i>TOTAL</i>	100

**Invoicing and Reporting:** The Contractor will present monthly invoices, a report on the number of business recruited and supporting documentation to the City no later than 15 days after the end of the month being reported. Invoices presented after this date will not be accepted.

**II. Recognition Events**

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limitations set out above.

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**SUBJECT TO LAWS:** The Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

**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 or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

**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.

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**INDEMNIFICATION:** Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney's fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

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**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be Executed this day and year first above written:

CITY OF LAS VEGAS:

---

Alfonso E. Ortiz, Jr., Mayor

CHAIRMAN LAS VEGAS/SAN MIGUEL CHAMBER OF COMMERCE:

---

ATTEST:

---

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO  
LEGAL SUFFICIENCY ONLY:

---

Dave Romero Jr., City Attorney

**Exhibit A**  
**TO CONTRACT**  
**Dated Month XX, 2014 by and between the City of Las Vegas**  
**and the Las Vegas San Miguel Chamber of Commerce**

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April 30, 2015	\$4,500.00
May 31, 2015	\$4,500.00
June 30, 2015	\$3,000.00

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 11/6/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 11/19/14

**ITEM/TOPIC:** Resolution No. 14-66 borrowing loan funding from the Waste Water Replacement Reserve Fund.

**ACTION REQUESTED OF COUNCIL:** Approval of Resolution No. 14-66.

**BACKGROUND/RATIONALE:** The City of Las Vegas Waste Water division would like to borrow money from the Replacement Reserve Fund set up through the Clean Water State Revolving Loan Fund in accordance with the attached resolution. This loan would have to be fully replenished by the City by terms of the attached resolution.

**STAFF RECOMMENDATION:** Approval of Resolution No. 14-66.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the November 12<sup>th</sup> Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

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

**CITY OF LAS VEGAS  
RESOLUTION NO. 14-66**

**A RESOLUTION OF THE CITY OF LAS VEGAS, SETTING FORTH THE PROCESS FOR EXPENDING AND REPLENISHING OF WASTEWATER RESERVE FUNDS.**

WHEREAS, the City of Las Vegas has established a Waste Water Replacement Reserve Fund (611) equal to five percent (5%) of the Principal amount loaned and the amount of the loan subsidy granted in the amount of \$819,856; and

WHEREAS, Waste Water Replacement Reserve Fund (611) cash balance is \$924,229.44 and funds are to be used for replacement of parts to ensure the wastewater equipment remains fully operational during the terms of the Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, the Wastewater Division is unable to adequately perform routine and emergency maintenance on the facilities funded under Loan Agreement #1438042 and Loan Agreement #CWSRF 004 unless they are allowed to budget the funds.

WHEREAS, in addition to the Waste Water Replacement Reserve Fund, the City of Las Vegas has also established a Waste Water Reserve Fund (612) equal to one year of debt service payments (\$923,024), which has accumulated \$778,350). Funds are to be held in reserve for the term of Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, excess cash in the Wastewater Fund (610 and 618) along with excess cash in the Waste Water Replacement Fund in the amount of \$104,373.44 (611) will be moved to the Wastewater Reserve fund (612) so that Fund 612 reflected the specified cash balances.

WHEREAS, the City of Las Vegas Waste Water Division is proposing budgeting 50% of the Waste Water Replacement Reserve funds for the intended use (emergency and routine acquisition and installation of replacement of parts for the infrastructure improvements funded by Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, the Waste Water Replacement Reserve Account will be replenished as soon as possible by depositing no less than one-sixth annual increments of the amount expended until fully replenished; and

WHEREAS, so long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City will continue to fund the Replacement Reserve Account and identify this in the Annual Audit.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Las Vegas hereby approves the intended budgeting and expenditure of funds from the Waste Water Replacement Reserve Fund as stated above.

NOW THEREFORE, BE IT FURTHER RESOLVED; the Governing Body of the City of Las Vegas directs staff to transfer the appropriate cash into the Wastewater Reserve Fund (612) from excess cash balances in other Wastewater Funds.

NOW THEREFORE, BE IT FURTHER RESOLVED; that repair and maintenance expenditures in excess of \$50,000 shall require approval from the Governing Body prior to encumbrance.

CITY OF LAS VEGAS

---

Mayor Alfonso E. Ortiz, Jr.

(Seal)

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero Jr., City Attorney

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 11/6/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 11/19/14

**ITEM/TOPIC:** Award Bid 2015-10 – Solid Waste tipping fees for Municipal Solid Waste (MSW) per ton.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval to award bid 2015-10 for Solid Waste tipping fees.

**BACKGROUND/RATIONALE:** The City of Las Vegas Solid Waste division went out for competitive sealed bids for tipping fees for municipal solid waste. There were a total of 3 bids received; 1 from GGH Wagon Mound and 2 from Estancia Valley Solid Waste Authority. Although GGH Wagon Mound was the low bid, the Solid Waste Division would like to award to both companies to be able to have Estancia Valley Solid Waste Authority as an alternate.

Advertised: 10/10/14; Las Vegas Optic, Albuquerque Journal and City Website.  
Bid Opening: October 28, 2014  
Number of Bidders: 2; GGH Wagon Mound, Estancia Valley Solid Waste Authority (2)  
Lowest Bid: GGH Wagon Mound

Residential Waste	Ton	\$25.43
Commercial Waste	Ton	\$25.43
Construction & Demolition	Ton	\$25.43
Tires	Ton	\$25.42

Funding Source: 630-0000-610-7211

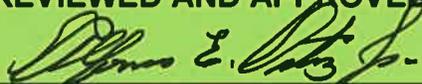
**STAFF RECOMMENDATION:** Award bid 2015-10 for Solid Waste tipping fees.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the November 12<sup>th</sup> Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

**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:**

  
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MAYOR

  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

ANN MARIE GALLEGOS  
FINANCE DIRECTOR

PURCHASING AGENT  
(FOR BID AWARD ONLY)

DAVE ROMERO  
CITY ATTORNEY

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

**Bid Tabulation for Solid Waste Tipping Fees**

<b>GGH Wagon Mound</b>				
<b>Misc. Tipping Fees</b>	<b>Qty</b>	<b>Amount</b>	<b>Tax (if applicable)</b>	<b>Total</b>
Residential Waste	Ton	\$25.43	No Tax	N/A
Commercial Waste	Ton	\$25.43	No Tax	N/A
Construction & Demolition	Ton	\$25.43	No Tax	N/A
Tires	Ton	\$25.42	No Tax	N/A

<b>Estancia Valley Solid Waste Authority</b>				
<b>Misc. Tipping Fees</b>	<b>Qty</b>	<b>Amount</b>	<b>Tax (if applicable)</b>	<b>Total</b>
Residential Waste	Ton	\$31.00	No Tax	N/A
Commercial Waste	Ton	\$31.00	No Tax	N/A
Construction & Demolition	Ton	\$25.00	No Tax	N/A
Cut Tires	Ton	\$47.00	No Tax	N/A
Tires for Recycling	Ton	\$300.00	No Tax	N/A
Clean Fill	Ton	\$10.00	No Tax	N/A
Special Waste	Ton	\$36.00	No Tax	N/A

<b>Estancia Valley Solid Waste Authority</b>				
<b>Misc. Tipping Fees</b>	<b>Qty</b>	<b>Amount</b>	<b>Tax (if applicable)</b>	<b>Total</b>
Residential Waste	Ton	\$47.00	No Tax	N/A
Commercial Waste	Ton	\$47.00	No Tax	N/A
Construction & Demolition	Ton	\$25.00	No Tax	N/A
Cut Tires	Ton	\$47.00	No Tax	N/A
Tires for Recycling	Ton	\$300.00	No Tax	N/A
Clean Fill	Ton	\$10.00	No Tax	N/A
Special Waste	Ton	\$54.00	No Tax	N/A
Commercially Compacted MSW	Ton	\$37.00	No Tax	N/A
Septage	Ton	\$7.00	No Tax	N/A

PROPOSAL/BID OPENING

DATE: 28-Oct-2014

OPENING NO.: 2015-10

TIME: 2:00 PM

DEPARTMENT: UTILITIES - SOLID WASTE

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

ITEM(S): **SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON**

	RECEIVED FROM:	AMOUNT	PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN DISC FORM
1	<u>G G H Wagonmound LLC</u> <u>SEE ATTACHED BID SHEET</u>				✓	✓
2	<u>Estancia Valley SWA</u>				✓	✓
3	<u>Estancia Valley SWA</u>				✓	✓
4						
5						
6						

COMPANY REPRESENTATIVE

COMPANY NAME

1	<u>George Zanter</u>	<u>G G H - WM</u>
2	<u>W Darlene Aguillo</u>	<u>City of Las Vegas</u>
3	<u>Yvonne Gajaya-Cordora</u>	
4		
5		
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

DATE:

copies taken by: W Darlene Aguillo  
10.28.14

OPENED BY: FINANCE DEPARTMENT

Yvonne Gajaya-Cordora  
 DATE: 10-28-14

BID TABULATION SHEET - SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON  
 October 28, 2014 @ 2:00pm  
 SOLID WASTE DEPT

CONTRACTOR	BID AMOUNT		BIDDER INFO WAFFIDAVIT NOTARIZED	CAMPAIGN DISCLOSURE FORM
1 GGH Wagonmound LLC	A. RESIDENTIAL WASTE	25.43	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	B. COMMERCIAL WASTE	25.43		
	C. CONSTRUCTION & DEMOLITION	25.43		
	D. TIRES	25.43		
	E. OTHER FEES/COSTS	25.42		
	TOTAL			
2 Estancia Valley SWA	A. RESIDENTIAL WASTE	47.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	B. COMMERCIAL WASTE	47.00		
	C. CONSTRUCTION & DEMOLITION	25.00		
	D. TIRES	25.00		
	E. OTHER FEES/COSTS			
	TOTAL			
3 Estancia Valley SWA	A. RESIDENTIAL WASTE	31.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	B. COMMERCIAL WASTE	31.00		
	C. CONSTRUCTION & DEMOLITION	26.00		
	D. TIRES	26.00		
	E. OTHER FEES/COSTS	47.00		
	TOTAL			
4	A. RESIDENTIAL WASTE			
	B. COMMERCIAL WASTE			
	C. CONSTRUCTION & DEMOLITION			
	D. TIRES			
	E. OTHER FEES/COSTS			
	TOTAL			

RECORDED BY: FINANCE DEPARTMENT

*June Jayacordova*  
 DATE: 10-28-14

**REQUEST FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., October 28, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

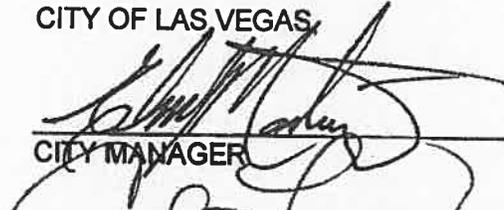
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. Grand Avenue, Las Vegas, New Mexico 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **"Solid Waste Tipping Fees for Municipal Solid Waste (MSW)"**, Opening No. 2015-10 ; 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.

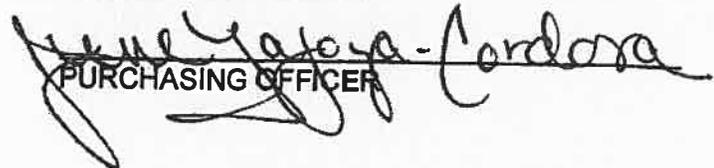
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS

  
CITY MANAGER

  
CITY CLERK

  
FINANCE DIRECTOR

  
PURCHASING OFFICER

Opening No. 2015-10

Date Issued: 10-7-14

Date Issued: Published: Las Vegas Optic October 10, 2014  
Albuquerque Journal October 10, 2014  
City website: [www.lasvegasnm.gov](http://www.lasvegasnm.gov)

## 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 October 28, 20 14 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 November, 20 14. 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 (2) copies of Bid.

### BRIBERY AND KICKBACK

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

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

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

**CLARIFICATION OF BID**

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time 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: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): \_\_\_\_\_

## 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.

The City of Las Vegas Solid Waste Department intends to make multiple awards to qualified bidders and will use the lowest bidder and most advantageous bidder to accommodate the need for service of the City.

The term of this agreement shall be for a period of one (1) year. Due to the need for continuity of the services, the term may be extended from year to year for a maximum of four (4) years, with the annual approval of Addendum by City Manager.

Sixty (60) days prior to the end of each year of the agreement, the City may, without stating cause, give notice of its intention to terminate the contract. If no such notice of termination is given, then the contract shall be submitted to the City Manager for renewal on a year to year basis for a maximum of four (4) years.

**BIDDER INFORMATION**

BIDDER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

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

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

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**CITY OF LAS VEGAS  
BID FORM**

**BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton**  
**\*PLEASE SEE NOTE ON PAGE 5 OF RFB**

A. Residential Waste	\$	_____
B. Commercial Waste	\$	_____
C. Construction & Demolition	\$	_____
D. Tires	\$	_____
E. Other Fees/Costs	\$	_____
F. _____	\$	_____
G. _____	\$	_____
F. _____	\$	_____
G. _____	\$	_____
H. _____	\$	_____
I. _____	\$	_____
J. _____	\$	_____
K. _____	\$	_____
L. _____	\$	_____
M. _____	\$	_____
N. _____	\$	_____
O. _____	\$	_____
P. _____	\$	_____
Q. _____	\$	_____
R. _____	\$	_____
S. _____	\$	_____
TOTAL	\$	_____

## 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)

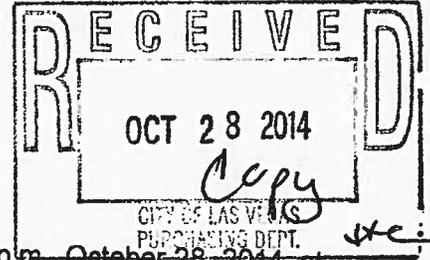
-OR-

**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)



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., ~~October 28, 2014~~, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

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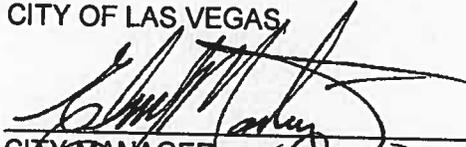
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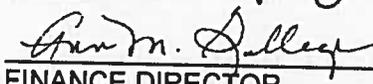
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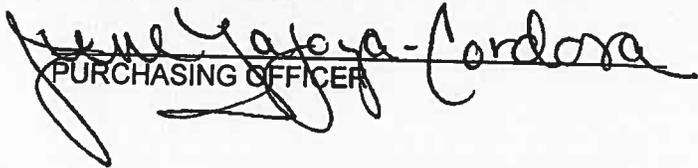
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CITY OF LAS VEGAS

  
CITY MANAGER

  
CITY CLERK

  
FINANCE DIRECTOR

  
PURCHASING OFFICER

Opening No. 2015-10

Date Issued: 10-7-14

Date Issued: Published: Las Vegas Optic October 10, 2014  
Albuquerque Journal October 10, 2014  
City website: [www.lasvegasnm.gov](http://www.lasvegasnm.gov)

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WITHDRAWAL OF BID

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INSPECTION

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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: 46-0928493  
SOCIAL SECURITY NUMBER: N/A

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): 03-261060-00-2

## 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.

The City of Las Vegas Solid Waste Department intends to make multiple awards to qualified bidders and will use the lowest bidder and most advantageous bidder to accommodate the need for service of the City.

The term of this agreement shall be for a period of one (1) year. Due to the need for continuity of the services, the term may be extended from year to year for a maximum of four (4) years, with the annual approval of Addendum by City Manager.

Sixty (60) days prior to the end of each year of the agreement, the City may, without stating cause, give notice of its intention to terminate the contract. If no such notice of termination is given, then the contract shall be submitted to the City Manager for renewal on a year to year basis for a maximum of four (4) years.

By Submission of this Bid Proposal in response to the RFB, GGH Wagon Mound ("GGH") does not waive any of its rights under the existing disposal Agreement dated Nov. 1, 2013 ("the Contract") and does hereby expressly preserve any and all rights GGH has under such Contract.

**BIDDER INFORMATION**

BIDDER: GGH Wagon Mound, LLC  
AUTHORIZED AGENT: Ernest Kaufmann  
ADDRESS: 134 Riverstone Terrace Suite 203 Canton GA 30114  
TELEPHONE NUMBER (770) 720-2717  
FAX NUMBER (770) 720-2747  
DELIVERY: Hand delivered  
STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A  
NEW MEXICO CONTRACTORS LICENSE NO.: N/A  
BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton  
City of Las Vegas Business License # 002907

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 Georgia  
COUNTY OF Cherokee  
I Ernest Kaufmann

, 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.

Ernest Kaufmann  
Signature

Subscribed and sworn to before me, this 24<sup>th</sup> day of October, 2014.

(SEAL)



Joy Hammonds  
Notary Public Signature  
My Commission Expires: JAN 8, 2017

CITY OF LAS VEGAS  
BID FORM

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

\*PLEASE SEE NOTE ON PAGE 5 OF RFB

A. Residential Waste	\$ 25.43
B. Commercial Waste	\$ 25.43
C. Construction & Demolition	\$ 25.43
D. Tires	\$ 25.42
E. Other Fees/Costs	\$
F.	\$
G.	\$
F.	\$
G.	\$
H.	\$
I.	\$
J.	\$
K.	\$
L.	\$
M.	\$
N.	\$
O.	\$
P.	\$
Q.	\$
R.	\$
S.	\$
TOTAL	\$

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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**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.

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"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-

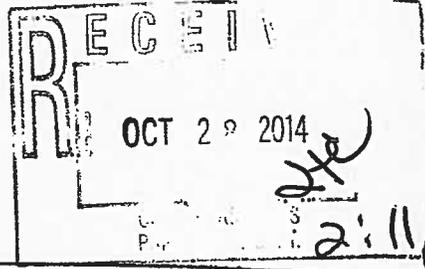
**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.**

*Ernst Kaufman*  
\_\_\_\_\_  
Signature

*10-24-14*  
\_\_\_\_\_  
Date

*President*  
\_\_\_\_\_  
Title (Position)

**BIDDER INFORMATION**



BIDDER: Estancia Valley Solid Waste Authority

AUTHORIZED AGENT: Joseph Ellis, Manager

ADDRESS: EVSWA, P.O. Box 736, Estancia, New Mexico 87016

TELEPHONE NUMBER (505) 384-4270; 705-5104 cell

FAX NUMBER (505) 384-3062

DELIVERY: 515 Allen Street, Estancia, New Mexico 87016

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

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 Torrance

I Joseph Ellis, 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 21st

Joseph Ellis  
Signature

day of October 20 14

(SEAL)

Christina Lopez  
Notary Public Signature

My Commission Expires: 7/7/2017

**CITY OF LAS VEGAS  
BID FORM**

**BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton**  
**\*PLEASE SEE NOTE ON PAGE 5 OF RFB**

A. Residential Waste	\$	\$47
B. Commercial Waste	\$	\$47
C. Construction & Demolition	\$	\$25
D. Tires	\$	
E. Other Fees/Costs	\$	
F. Cut tires	\$	\$47
G. Tires for recycling	\$	\$300
F. Clean Fill	\$	\$10
G. Special Waste	\$	\$54
H. Commercially compacted MSW	\$	\$37
I. Septage	\$	\$7
J.	\$	
K.	\$	
L.	\$	
M.	\$	
N.	\$	
O.	\$	
P.	\$	
Q.	\$	
R.	\$	
S.	\$	
<b>TOTAL</b>	\$	N/A

## 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.

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**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

October 21, 2014  
\_\_\_\_\_  
Date

Joseph Ellis, Manager  
\_\_\_\_\_  
Title (Position)

**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: 85-0436159

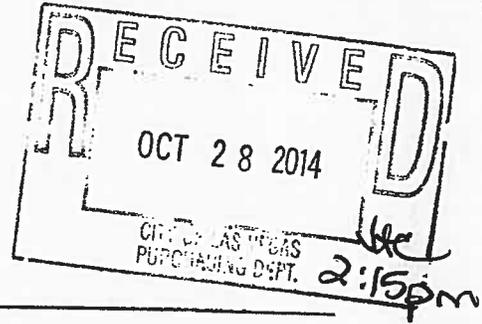
SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-296437-00-1

**BIDDER INFORMATION**



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AUTHORIZED AGENT: Joseph Ellis, Manager

ADDRESS: EVSWA, P.O. Box 736, Estancia, New Mexico 87016

TELEPHONE NUMBER (505) 384-4270; 705-5104 cell

FAX NUMBER (505) 384-3062

DELIVERY: 515 Allen Street, Estancia, New Mexico 87016

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

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COUNTY OF Torrance

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Joseph Ellis  
Signature

Subscribed and sworn to before me, this 21st day of October, 20 14.

(SEAL)

[Signature]  
Notary Public Signature

My Commission Expires: 7/7/2017

**CITY OF LAS VEGAS  
BID FORM**

**BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton**  
**\*PLEASE SEE NOTE ON PAGE 5 OF RFB**

The following listed rates are for member entities of the Estancia Valley Solid Waste Authority:

A. <u>Residential Waste</u>	\$ <u>\$31</u>
B. <u>Commercial Waste</u>	\$ <u>\$31</u>
C. <u>Construction &amp; Demolition</u>	\$ <u>\$25</u>
D. <u>Tires</u>	\$ _____
E. <u>Other Fees/Costs</u>	\$ _____
F. <u>Cut Tires</u>	\$ <u>\$47</u>
G. <u>Tires for Recycling</u>	\$ <u>300</u>
F. <u>Clean Fill</u>	\$ <u>10</u>
G. <u>Special Waste</u>	\$ <u>36</u>
H. _____	\$ _____
I. _____	\$ _____
J. _____	\$ _____
K. _____	\$ _____
L. _____	\$ _____
M. _____	\$ _____
N. _____	\$ _____
O. _____	\$ _____
P. _____	\$ _____
Q. _____	\$ _____
R. _____	\$ _____
S. _____	\$ _____
<b>TOTAL</b>	\$ <u>N/A</u>

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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**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.**

*Joseph Ellis*  
\_\_\_\_\_  
Signature

October 21, 2014  
\_\_\_\_\_  
Date

Joseph Ellis, Manager  
\_\_\_\_\_  
Title (Position)

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FEDERAL TAX ID NUMBER: 85-0436159

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

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NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-296437-00-1

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 11/6/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 11/19/14

**ITEM/TOPIC:** Amendment 1 to the URS Contract #2825-14 (RFP 101-35) for the Raw Water Conveyance Project for additional engineering services.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Amendment 1 to the URS contract for the Raw Water Conveyance project.

**BACKGROUND/RATIONALE:** Amendment #1 addresses the changes associated with phasing the project to allow construction to begin in 2014. The amount of this amendment is \$1,145,229.00 and will be paid out of funding received for the Raw Water Conveyance project. This is amendment 1 to URS contract number 2825-14 with the original pre tax amount of \$325,117.20. Engineering firm URS was hired through RFP 101-35.

**STAFF RECOMMENDATION:** Approval of Amendment 1 to the URS contract for the Raw Water Conveyance project.

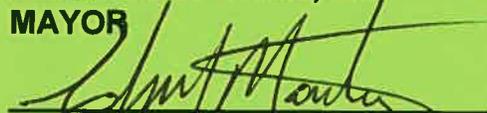
**COMMITTEE RECOMMENDATION:** This item will be discussed at the November 12<sup>th</sup> Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

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





8181 E. Tufts Ave.  
Denver, CO 80237  
Tel: 303.694.2770  
Fax: 303.694.3946

October 30, 2014

Mr. Ken Garcia  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

**Re: Bradner Reservoir Enlargement Project and Raw Water Conveyance Project – Agreement Amendments**

Dear Mr. Garcia:

URS Corporation (URS) is submitting two contract amendments which include the following -

- 1. Amendment 1 – Raw Water Conveyance Project Agreement dated January 14, 2014.** URS understands that based on the desire by the City of Las Vegas to begin construction as soon as possible during the year 2014, the Bradner Reservoir and Raw Water Conveyance Pipe (Project) are to be constructed in two separate Phases. Phase 1 will include Raw Water Conveyance Pipe (RWC) that will be located within the Bradner Reservoir and Water Treatment Plant (WTP) property. The Bradner Reservoir will be constructed as Phase 2 of this project. The amendment addresses the changes associated with phasing the project along with construction phase services for the construction of the RWC. The amount of Amendment 1 is \$1,145,229.00. See the attached Amendment 1 and the attached project schedule for details.
- 2. Amendment 1 – Bradner Enlargement Project Agreement dated August 7, 2013.** URS performed or will perform additional services that are not included in our Professional Engineering Agreement (Agreement) dated August 7, 2013. These services include 1) Additional Enlargement Alternatives, 2) Additional Design Services, 3) Additional Updated Emergency Action Plan and Updated O&M Manual, 4) Additional Project Management, and 5) Additional Environmental Permitting Support. The amount of Amendment 1 is \$479,831.00. See the attached Amendment 1 and the attached project schedule for details.
- 3. Amendment 2 – Bradner Enlargement Project Agreement dated August 7, 2013.** Amendment 2 is for the Quarry Test Blast for the rock fill material for the dam shell material. The Agreement did not include a test blast of the potential quarry site since the dam was originally planned to be an earthen dam. Through analyses it was determined that a rock fill dam was more suitable for the dam site and more cost effective. The test blast is also required by the USACE 404 permit to assure that the blasting operations will not damage the existing cultural sites on the morada property. The amount of Amendment 2 is \$89,000. See the attached Amendment 2 and the attached project schedule for details.

To develop a basis of understanding for the magnitude of the requested amendments, we followed the general compensation guidelines presented in ASCE Manual 45 (Manual) - *Compensation for Services of Consulting Engineers, Architects and Landscape Architects*. The percentage for Basic Services is based on the estimated construction cost for the project. Basic Services include the design and preparation of drawings, specifications, and other contract documents necessary for the description of the Project facilities. Basic Services do not include special studies to resolve unique project issues, including permitting, or construction-related services for the Project.

Mr. Ken Garcia  
Utility Director - City of Las Vegas  
October 30, 2014  
Page 2

The percentages of Basic Services should be less than 7% or \$2,022,000 for the project, based on an estimated construction cost of \$28,886,250. URS total Basic Services budget, including the amendments, is \$1,914,861 which is 6.62% of estimated construction cost of \$28,886,250.

The total planning and design fees for the project, including the amendments, equal \$3,946,717 which is 13.7% of the estimated construction cost of \$28,886,250. The industry standard is 15% for planning, permitting, and design.

Please review and sign the attached amendments to the above contracts. Once URS receives the executed amendments we will update the project schedule based on the actual execution date of the amendment. The URS Team is dedicated to the success of this Project and appreciates your consideration of our amendments. If you have any questions, please contact me at (303) 740-3949.

Sincerely,  
**URS Corporation**



Ed A. Toms, PE, Vice President  
Project Manager

Attachments – Contract Amendments  
Project Schedule

**Amendment 1**  
**Raw Water Conveyance Project**  
**Additional Engineering Services**  
Scope of Work, Schedule, and Budget

**Project Understanding**

URS Corporation (URS) following additional services will be performed by URS under this amendment to the Professional Engineering Agreement (Agreement) dated January 14, 2014. URS understands that based on the desire by the City of Las Vegas, New Mexico (the City) to begin construction as soon as possible during the year 2014, the Bradner Reservoir and Raw Water Conveyance Pipe are to be constructed in two separate Phases. Phase 1 will include Raw Water Conveyance Pipe (RWC) that will be located within the Bradner Reservoir and Water Treatment Plant (WTP) property. The Bradner Reservoir (BR) will be constructed as Phase 2 of this project.

The design and construction package from the original Agreement for Engineering Services combines both the BR and the RWC components as a single project in a single construction document. This Amendment is intended to separate the work for Phase 1 – RWC from the work of Phase 2 – BR, so that the Phase 1 and Phase 2 projects are independent of each other as standalone construction contracts, having different time schedules for implementation. Construction of the Phase 1 – RWC is intended to begin during the winter of 2014 and the Phase 2 – BR is intended to begin during summer of 2015.

The work included under this Amendment for the Phase 1- RWC project includes the following:

- Project Management
- Preparation of Construction Drawings and Specifications for Phase 1 –RWC, using the current combined project 60 percent design documents that were submitted to the City for review as the starting point for Phase 1 – RWC
- Receipt and review of the City’s 60 percent review comments and incorporation of those comments and URS’ responses into the Phase 1 – RWC project documents
- Completion of the 60 percent design documents for incorporation into Bid Ready documents for Phase 1 – RWC
- Preparation of Drawings, Specifications, and Bid documents for pre-purchase of materials and equipment for Phase 1 – RWC that have long delivery times and therefore, will be purchased by the City in advance of the construction contract bidding
- A new, modular WTP office building at a location as defined by the City and access road from a location defined by the City using Drawings and Specifications for the building provided by the City; procurement of the building; the building foundation, access roadway, and site drainage design by URS will be included in the Phase 1 – RWC construction
- Coordination with the New Mexico Office of the State Engineer for design features of the reservoir emergency drain outlet pipe work that is included in the Phase 1 – RWC project
- Provision of Bidding services for the Phase 1 – RWC pre-purchase material and equipment
- Provision of Submittal Review services for the Phase 1 – RWC pre-purchase manufacturer submittals

- Review of existing geotechnical reports performed previously by others at the WTP and the proposed raw water pipeline control valve vault to determine structural design criteria for the new modular building foundation. URS assumes additional drilling is not required and that the geotechnical information obtained from the drill hole used for the design of the pipeline vault, west of the lagoons, will be adequate
- Provision of Bidding services for the Phase 1 – RWC Contractor bidding
- Provision of Construction Engineering services during Phase 1 – RWC construction, which includes field observation and office engineering services
- Provision of preliminary start-up, testing, commissioning, and operations training services for Phase 1 – RWC

Work not included under this Amendment includes the following:

- Pre-qualification of prospective Contractors for construction of Phase 1 – RWC.
- Modifications to Drawings and Specifications required for coordination and preparation of the Phase 2 – BR construction project (limits of work) are needed to complete the entire work for the RWC system into the BR relative to the Phase 1 – RWC project work of this Amendment.
- Bidding services for the raw water conveyance pipelines included in the Phase 2 project.
- Office Engineering during construction of the Phase 2 project raw water conveyance pipelines.
- An Operations and Maintenance Manual for the Phase 2 project raw water conveyance pipelines.
- Operator Training for both the Phase 1 and Phase 2 projects raw water conveyance pipelines. Operator Training is expected to occur at the end of the Phase 2 project.
- Phase 2 project testing and commissioning.
- No local, state, or federal permits will be obtained for the tasks listed under this amendment.

## **Scope of Work for Phase 1 — RWC**

### **Task 1 - Project Management**

URS will provide project management for the Phase 1 design tasks within the Amendment schedule and budget modification. Project management activities will include contract administration, coordination of URS' design team, implementation of the URS internal quality assurance and quality control processes, including the internal technical review (ITR), budget and schedule control, and communication of project status with the City.

Deliverables:

1. Monthly invoicing and reports.

### **Task 2 - Drawings and Specifications**

This task focuses on the raw water and water supply pipelines and associated concrete vaults that are outside the limits of the Phase 2 – BR construction project as previously described. Drawings and Specifications required to coordinate raw water conveyance pipe and structures for Phase 2 – BR are not included under this Amendment.

### ***Task 2.1 - Phase 1 Construction Documents***

- URS' work under this subtask includes the following: Separate and modify the Drawings and Specifications from the current combined RWC and Bradner Reservoir package to create a stand-alone Phase 1 - RWC construction package.
- Eliminate items pertaining to the reservoir from the Phase 1 – RWC construction package so that the Contractor's scope of work is clearly defined.
- Use the "front-end" contract specifications provided by the City for Bidding, Agreement, and the Contract General Conditions.
- Add a 48" Raw Water Supply Pipeline blow-off and access way near the proposed new control valve vault to allow sediment removal from the upstream raw water conveyance pipeline system to the Bradner Reservoir
- Coordination of EMP items of this Amendment Task 3 with the Phase 1 construction Contract Documents for installation of the EMP items by the Phase 1 – RWC general contractor.
- Prepare an updated Engineer's Opinion of Probable Construction Cost for the Phase 1 – RWC project
- Prepare an updated Construction Schedule for the Phase 1 – RWC project

### ***Task 2.2 - Final 100 Percent Complete Documents***

This subtask includes modifications to the Drawings and Specifications as required by the City's 95 percent review to result in "Bid Ready" documents. URS' work under this task includes the following:

- Finalize the design drawings to the 100 percent level of completion, ready for bidding.
- Finalize the technical specifications to the 100 percent level of completion, ready for bidding.
- Edit and supplement contract requirements using the City Standard Contract requirements of the Division 0 contract documents section within the Supplemental Special Conditions to address specific project requirements.
- URS will make available bid documents for bidders in our Albuquerque Office.

Assumptions:

- Contractor pre-qualifications are not included.

Deliverables:

- One hard copy set of 11"x17" Preliminary Plan and Profile Drawings, details, and electronic copy of the same Drawings that will be bound into the complete drawing set and delivered to the City.
- One hard copy of Technical Specifications and electronic copy of the same that will be bound into the complete Specifications and delivered to the City.
- One hard copy of the Engineer's Opinion of Probable Cost and electronic copy of the same for compiling into the total project Engineer's Opinion of Cost delivered to the City.
- One hard copy of the Construction Schedule and electronic copy of the same for compiling into the total project Opinion of Cost and delivered to the City.
- Hard and DVD copies available for bidding.

### ***Task 3 – Pre-Purchase Equipment and Material Documents***

Equipment and material pre-purchase (EMP) for the Phase 1 – RWC project that have a long delivery time will be purchased by the City in advance of the construction project. The EMP work of this task

includes preparation of equipment and material Drawings, Technical Specifications, bid advertisement for competitive pricing, review of manufacturers' technical and pricing submittals, and recommendation of bid award to the City.

The following equipment and material have been identified for pre-purchase as they usually require long delivery times. EMP items are listed below with their corresponding pre-purchase identifier to allow ease of reference for each EMP package being prepared:

- EMP-1: Buried Ductile Iron Pipe with restrained push-on joints
- EMP-2: Ductile Iron Pipe with flanged joints for interior use in the control valve vault
- EMP-3: Welded Steel Pipe and fittings for direct bury installation for the reservoir drain to the spillway
- EMP-4: Butterfly Control Valves with motor actuators
- EMP-5: Restrained and Flanged Dismantling Couplings inside the valve vaults
- EMP-6: Bonneted Throttling Knife Gate Valve for BR emergency drain to the spillway channel.
- EMP-7: Office Double-Wide Building (Trailer)

### ***Task 3.1 - Prepare Phase 1 EMP Drawings and Specifications***

URS will perform the following:

- Prepare individualized Drawings and Specifications for each EMP package list above to identify the specific equipment or material subject to pre-purchase.
- Produce Phase 1 pre-purchase Drawings that will illustrate the limits of the pre-purchase items using specific annotation on the Drawings.
- Prepare individual Technical Specifications that address the material requirements, but do not include Phase 1 construction Contractor requirements.

### ***Task 3.2 - Prepare Phase 1 EMP Bid Documents***

URS will perform the following:

- Develop the necessary information relative to EMP bidding using the Agreement and front-end documents provided by the City.
- Prepare the bid form that describes each item to be pre-purchased, including quantities and sizes, for each of the EMP packages listed above. Bid forms that include blank spaces for Unit Cost and Total Cost of each bid item will be provided to the City by URS.
- Prepare a public notice of Advertisement for each EMP package listed above. URS will place the Advertisement which will include newspapers, City Website, and trade sites.
- Notify the named manufacturers to provide them with the pre-purchase bid information in advance of the EMP Advertisement.

Assumptions:

- The City will pay all Advertisement costs.
- Manufacturers will submit their bids directly to the URS.

### ***Task 3.3 - EMP Bid Opening and Bid Evaluation***

URS will perform the following:

- Evaluate bids, which will include unit price, total price, delivery time, and submittal

preparation by the manufacturer.

Assumption:

- A copy of each EMP bid that is received by URS will be provided to the City for bid evaluation.

Deliverable:

- A written review with recommendation for award for each EMP package within 5 days of the receipt of each bid by URS from the City.

### **Task 3.4 – EMP Manufacturer Submittal Review**

URS will perform the following:

- Receive Technical Submittals for each EMP package directly from the EMP manufacturers for technical review and comment by URS
- Complete the technical review for each submittal within 10 working days and return the disposition and review comments on the EMP submittal to the EMP manufacturer with a copy to the City
- Subsequent Technical Submittals from the EMP manufacturers will be limited to a total of two separate submittals for each EMP that includes the initial submittal
- URS will be paid by the City for additional review of technical EMP submittals exceeding a total of two submittals. The City will be reimbursed for additional submittal reviews by the EMP manufacturer at a pre-determined price as set forth in the EMP Agreements.

Assumptions:

- Manufacturers shop drawing submittal time and equipment and material delivery time frames shown in the attached schedule.

Deliverables:

- Individual bidding and contract documents for each EMP package listed above.
- Bid review letter of recommendation by URS to the City.
- EMP submittal review comments distributed to the EMP manufacturers and a copy transmitted to the City.
- Inspection of EMP equipment and material delivered to the City for conformance with the EMP Contract requirements.

### **Task 4 – New Wtp Modular Office Building and Access Roadway**

A new modular WTP office building will be included in the Phase 1 – RWC construction project to be located on the eastern side of the eastern most existing sludge lagoon for the WTP site. The building will be used for a construction office during the Phase 1 – RWC construction project and turned over to the City by the Contractor at the end of the project. Construction requirements for the building will be based on Drawings and Specifications provided by the City. A new access roadway with positive drainage will be included in the Phase 1 project.

The City will provide and perform all necessary work associated with utilities that will serve this office building. URS will perform building foundation, access roadway, and associated drainage designs.

The existing modular building for the WTP will remain the property of the City during after construction.

#### ***Task 4.1 - Concrete Building Foundation Design***

URS' work for this subtask includes:

- Design of a concrete, spread footing, foundation and an interior slab for the new office building
- Include drawings for the new building provided to URS by the City into the Phase 1 construction Drawings Incorporate Specifications for the new building provided to URS by the City, into the Phase 1 construction specifications manual

Assumptions:

- Building dimensions (including connection details) and loads will be provided to URS by the City in the design documents.
- The building will only have bearing locations around the perimeter (no internal columns).
- The specifications for other Phase 1 project concrete work will also be used for the building foundation.
- The foundation will be designed to accommodate utility connections, based on the City's building drawings.
- If any special support is needed, the City will provide URS with the requirements prior to start of foundation design by URS. The foundation design will be required for the double wide trailer for long term use.
- Previously performed soil investigations by others and performed by URS on the WTP site will be used to determine soil properties for the footings, such as bearing capacity, horizontal soil pressures, etc. No additional geotechnical borings will be used for the foundation design parameters. URS opines that there is enough surrounding geotechnical information in proximity to the new building for the design of the building foundation.
- The Contractor will move the old WTP office building to a location defined by the City. The City will keep the existing WTP office building (trailer).

#### ***Task 4.2 - Access Roadway and Drainage Design for the New Office Building***

URS will:

- Design an asphaltic access roadway, drainage, and parking area adjacent to the new building. The access road and drainage design will include:
  - Drawings for the new access roadway and parking area adjacent to the new WTP building will be included in the Phase 1 - RWC construction Drawings by URS.
  - Cross sectional details of the new WTP office building and parking area will be included in the Phase 1 construction Drawings by URS.
  - Drainage for the access roadway and parking area will be designed by URS using earth grading in the form of drainage ditches and swales. Minimal use of storm culverts or storm pipes will be used.
  - Specifications for the new access roadway and parking area will be included in the Phase 1 specifications manual by URS.

Assumptions:

- Access roadway and parking area dimensional criteria required will be provided to URS by the City
- The City will provide URS with all utility sizes and alignments for URS to illustrate the utility locations on the Phase 1 - RWC construction Drawings so that the Contractor is fully informed of their scope of work and a fully coordinated system can be planned by the Contractor. Concrete slab penetrations will be determined by the Contractor using the building drawings from the City and URS' foundation design.

Deliverables:

- Drawings and Specifications of the new building foundation and access roadway to be included in the overall Phase 1 – RWC construction documents of Task 2 for this Amendment described previously.

### **Task 5 – Bidding Support Services**

Bidding support services under this task include the following work items to be performed by URS:

- Coordinate the advertising and bidding activities for the Phase 1 – RWC project to obtain competitive bids from general contractors to construct the project.
- Print and distribute Phase 1 contract documents to the City. Attend a pre-bid meeting on site that will be conducted by URS. URS will prepare a meeting agenda that will be distributed to all the meeting attendees, URS will record and prepare the meeting minutes for distribution to prospective bidders.
- Answer questions from prospective bidders. Prepare clarifications to the contract documents as necessary distribution to the prospective bidders.
- Address changes to the contract documents with up to two separate written addenda for distribution to prospective bidders by URS.
- Assist the City during bid opening, prepare a bid tabulation, and make an award recommendation for City approval.

Assumptions:

- URS will control the plan holders list of prospective bidders and will keep the City updated with information.
- All bidding questions will come through URS for responses. URS will keep the City informed.
- URS will provide contract documents to the prospective bidders.

Deliverables:

- Pre-bid meeting minutes, to be distributed by URS.
- Project addenda as needed (maximum of two) to be distributed by URS.
- Bid tabulation and recommendation of award.

### **Task 6 – Office Engineering Support Services During Construction**

URS will provide general office engineering services during the Phase 1 – RWC project construction period.

Work items to be performed by URS under this task include the following:

- Schedule, provide an agenda, and conduct a preconstruction conference that includes the

- City and the Contractor at the City of Las Vegas Utilities Department office.
- The purpose of the Preconstruction Conference is to orient all parties on the Engineer's/City's procedures for observing the construction and handling submittals, clarifications, changes, payment, and final acceptance. The preconstruction conference will be one day in length.
  - Prepare minutes of the Preconstruction Conference and distribute to attending parties.
- Prepare Monthly Construction Progress Report for submittal to the City.
  - Prepare required funding agencies monthly reports.
  - Review contract Change Orders submitted by the Contractor to the City. Provide review comments to the City for their review and acceptance.
  - Review and provide comments and recommendations for Contractor costs for Change Orders and review Contractor costs for reasonableness.
  - Maintain a Submittal Log and review Contractor submittals and shop drawings. Provide disposition and review comments to the Contractor and the City.
  - Maintain a Request for Information (RFI) Log. Record answers to Contractor's formal (written) RFIs and provide other written clarification of the Drawings and Specifications as required.
  - Provide office engineer to attend site visit and construction progress meetings once per month for the duration of the Phase 1– RWC construction project.
  - Provide URS electrical design engineer to attend four site visits for electrical coordination by URS.
  - Design modifications during construction – URS has not included costs for design modifications during construction because we do not know what, or the extent, those modifications would be at this time;
  - Provide office engineering review and comments during Contractor testing, start-up and commissioning work to assist the URS field observer and the City.
  - Prepare a draft Operations and Maintenance Manual for the Phase 1.
  - Prepare Record Drawings using survey and as-construction information provided by the Contractor.

Assumptions:

- Operator training is not included under this Phase 1 due to the amount of time that will occur between completion of the Phase 1 construction and the Phase 2 start-up and commissioning work.

Deliverables:

- Pre-construction meeting minutes with copies distributed to all attendees.
- Monthly Construction Progress Report.
- Submittal log.
- Submittal review comments.
- RFI log.
- RFI responses.
- Change Order log.
- Change Order review comments and recommendation for acceptance or rejection.
- Recommendation of Substantial Completion.

- Recommendation of Final Completion.
- Record Drawings.

### **Task 7 – Construction Field Observation Services**

URS will provide resident field observation services during the Phase 1 construction project. Work items to be performed by URS under this task include the following:

- Provide full time on-site resident observation of the Phase 1 – RWC construction project.
- Prepare daily reports, maintain a file at the field office, and provide copies of the reports to the URS office engineering team and City at the end of each week.
- The URS resident observer will attend daily safety tailgate meetings.
- Prepare agenda, coordinate, and oversee weekly construction meetings and prepare and distribute meeting minutes.
- Track materials, equipment, and personnel on site on a daily basis.
- Aid in coordination between Contractor, Owner, and WTP operations by discussing the design intent with the URS design engineer.
- Confirm that material and construction conforms to the Plans and Specifications.
- Monitor and review the approved construction schedule in accordance with the Construction Document requirements and provide review comments.
- Review Change Orders with URS office engineering team, and City.
- Review subcontractor payment applications.
- Review and recommend acceptance or rejection of Contractor's monthly pay estimate to the City.
- City executes pay applications.
- Coordinate RFIs from Contractors to URS office engineering team.
- Work under existing City, state and OSHA Health and Safety regulations.
- Issue written notices to the Contractor regarding defective work that does not comply with the Contract Documents and provide copies to the City and URS project manager.
- Review and recommend acceptance or rejection of monthly Contractor pay estimates with the URS project manager and the City.
- Monitor Contractor's preparation of mark ups for as-recorded drawings.
- Monitor and record the results of Contractor testing, start-up and commissioning work in accordance with the Contract requirements and make recommendation of acceptance or rejection to the City.
- Prepare a punch list of items to be completed or corrected for Contractor Certificate of Substantial Completion.
- Provide recommendation for preparation of a letter documenting that the work has been completed in compliance with the Construction Plans and Specifications for the City.

#### Assumptions:

- URS has assumed 55 hour weeks for Construction Observation including two on-site construction resident representatives and an office administrator for records maintenance and word processing work.
- City executes Change Orders.
- City makes acceptance of Contractor Progress Payment Application and makes payments to the Contractor.

Deliverables:

- Daily field Reports.
- Weekly construction progress meeting minutes.
- Notices of construction that is non-compliant with the Contract Documents.
- Records of test results for testing, start-up and commissioning.
- Punch list of items required to be completed for Substantial completion.

### **Task 8 – Coordination with the New Mexico Office Of The State Engineer**

URS' work under this task includes the following:

- Coordinate and review with the New Mexico Office of the State Engineer the design of the Bradner Reservoir emergency drain outlet pipe system that is scheduled to be constructed as part of the Phase 1 – RWC project.

Assumptions:

- This coordination is required as part of the Phase 1 work because the Bradner Reservoir being constructed as Phase 2 will still be under final design during the Phase 1 project.

### **Schedule**

The project schedule is presented on the attached project schedule. The schedule will be adjusted to reflect the actual notice to proceed date. URS does not have control over City and agency reviews and the attached schedule will be modified for actual review periods.

### **Budget**

URS will perform the above scope of work on a Time and Materials with a not to exceed contract. The attached spreadsheet presents the detailed cost breakdown for the work. Work not specifically listed in the above scope of work will be performed under an additional work order. URS will not proceed with additional work until authorized.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Amendment in triplicate on the respective dates indicated below.

ATTEST: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

OWNER: City of Las Vegas  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ENGINEER: URS Corporation  
By  \_\_\_\_\_  
Type Name Ed A. Toms  
Title Vice President  
Address 8181 E. Tufts Avenue  
Denver, Colorado 80237-2579  
Date October 26, 2014

**Brandner Reservoir Enlargement Project**  
**Phase 1 - Raw Water Conveyance**  
**Phase 2 - Reservoir**

Schedule in working days

ID	Task Name	Duration	Start	Finish	2015	2016	2017																		
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	<b>Assumed NTP For Phasing (Based on Approval of Amendments)</b>	<b>0 days</b>	<b>Fri 11/7/14</b>	<b>Fri 11/7/14</b>																					
2	Obtain USACE 404 Permit	0 days	Thu 10/2/14	Thu 10/2/14																					
3	Phase 1 - RWC Project	227 days	Fri 11/7/14	Mon 9/21/15																					
4	Phase 1 - Design	6 wks	Fri 11/7/14	Thu 12/18/14																					
5	City and NMFA Review Period	1 mon	Fri 12/19/14	Thu 1/15/15																					
6	Pre-Purchase	4 mons	Fri 11/7/14	Thu 2/26/15																					
7	Bidding Phase	7.2 wks	Fri 1/16/15	Fri 3/6/15																					
8	Contractor NTP	0 mons	Mon 3/9/15	Mon 3/9/15																					
9	Construction	5.05 mons	Mon 3/9/15	Mon 7/27/15																					
10	Preliminary Startup	1 mon	Tue 7/28/15	Mon 8/24/15																					
11	Project Close Out Documents	1 mon	Tue 8/25/15	Mon 9/21/15																					
12	Phase 2 - Reservoir Project	555 days	Fri 11/7/14	Fri 12/23/16																					
13	90% Level Design	2.5 mons	Fri 11/7/14	Thu 1/15/15																					
14	City, OSE, and NMED Reviews	1 mon	Fri 1/16/15	Thu 2/12/15																					
15	100% Level Design	1 mon	Fri 2/13/15	Thu 3/12/15																					
16	OSE Approval, City and NMED Reviews	3 mons	Fri 3/13/15	Thu 6/4/15																					
17	Address Comments, Obtain Permit	1 mon	Fri 6/5/15	Thu 7/2/15																					
18	Prepare Bid Ready Documents	2 wks	Fri 7/3/15	Thu 7/16/15																					
19	Bid Reservoir and RWC	2.5 mons	Fri 7/17/15	Thu 9/24/15																					
20	Construct Reservoir and RWC	14 mons	Fri 9/25/15	Thu 10/20/16																					
21	Final Startup	1 mon	Fri 10/28/16	Thu 11/24/16																					
22	Project Close Out Documents	1 mon	Fri 11/25/16	Thu 12/22/16																					
23	Start Reservoir filling and monitoring Program	0 days	Fri 12/23/16	Fri 12/23/16																					

Total Budget Estimate												
				Task 1: Project Management	Task 2: Phase 1 Drawings and Specifications	Task 3: Phase 1 Material Pre Purchase	Task 4: New WTP Modular Office Building and Access Roadway	Task 5: Bidding Services	Task 6: Office Engineering Support Services	Task 7: Field Construction Administration	Task 8: Coordination with State Engineer	
Labor	Total Hours	Rate	Unit	Hours								Grand Total
Assistant/Support Staff 1		\$45	\$/hr									
Assistant/Support Staff 2	80	\$58	\$/hr	80								\$4,640
Assistant/Support Staff 3	398	\$65	\$/hr		160			68	120			\$25,870
Assistant/Support Staff 4	760	\$74	\$/hr							160		\$56,240
Assistant/Support Staff 5	380	\$78	\$/hr	160	200		20					\$29,640
Assistant/Support Staff 6		\$93	\$/hr									
Assistant/Support Staff 7		\$105	\$/hr									
Assistant/Support Staff 8	284	\$115	\$/hr		100		64		120			\$32,660
Assistant/Support Staff 9		\$130	\$/hr									
Assistant/Support Staff 10		\$145	\$/hr									
Staff 1	80	\$62	\$/hr						80			\$4,960
Staff 2	390	\$94	\$/hr		204			32	154			\$36,613
Staff 3	120	\$89	\$/hr				40		80			\$10,680
Staff 4	1499	\$93	\$/hr							1499		\$139,407
Project 1	1419	\$130	\$/hr							1419		\$184,470
Project 2	1723	\$137	\$/hr		140	542	48	126	507	150		\$236,851
Project 3		\$144	\$/hr									
Project 4	410	\$155	\$/hr							410		\$63,550
Consultant 1	60	\$130	\$/hr						60			\$7,800
Consultant 2	314	\$166	\$/hr	40	60	138	16	12	48			\$52,124
Consultant 3	8	\$174	\$/hr				8					\$1,392
Consultant 4		\$210	\$/hr									
Principal 1	704	\$210	\$/hr	160	60	60		48	96	240	40	\$147,840
Principal 2		\$210	\$/hr									
Principal 3		\$210	\$/hr									
Principal 4		\$210	\$/hr									
<b>Labor Subtotal</b>	<b>8,629</b>			<b>\$57,360</b>	<b>\$68,840</b>	<b>\$139,338</b>	<b>\$23,104</b>	<b>\$36,762</b>	<b>\$186,746</b>	<b>\$543,387</b>	<b>\$8,400</b>	<b>\$1,833,937</b>
<b>Communication Markup</b>		3%		<b>\$1,721</b>	<b>\$2,065</b>	<b>\$4,180</b>	<b>\$693</b>	<b>\$1,103</b>	<b>\$4,702</b>	<b>\$16,302</b>	<b>\$252</b>	<b>\$31,018</b>
<b>Labor Total</b>				<b>\$59,081</b>	<b>\$70,905</b>	<b>\$143,518</b>	<b>\$23,797</b>	<b>\$37,865</b>	<b>\$191,448</b>	<b>\$559,689</b>	<b>\$8,652</b>	<b>\$1,864,955</b>
<b>Other Direct Costs</b>	<b>No. Units</b>	<b>Rate</b>	<b>Unit</b>	<b>Number</b>								<b>Grand Total</b>
Airfare	13	\$400	Round Trip	5	2	2		2	2			\$5,200
Rental Vehicles	44	\$80	Day	10	4	4		4	6	16		\$3,520
Lodging	44	\$110	Night	10	4	4		4	6	16		\$4,840
Meals	363	\$60	Day	10	4	4		4	6	335		\$21,786
Parking Fees	38	\$30	Day	10	4	4		4	6	16		\$1,140
Field Supplies		\$20	Each									
Miscellaneous	6	\$1,000	Each						0	6		\$6,250
Long Term Truck Rental	11	\$1,500	Month							11		\$16,500
Long Term Lodging	11	\$1,700	Month							11		\$18,700
<b>Other Direct Costs Subtotal</b>				<b>\$4,800</b>	<b>\$1,920</b>	<b>\$1,920</b>	<b>\$0</b>	<b>\$1,920</b>	<b>\$2,550</b>	<b>\$64,826</b>	<b>\$0</b>	<b>\$77,936</b>
<b>Other Direct Costs Markup</b>		3%		<b>\$144</b>	<b>\$58</b>	<b>\$58</b>	<b>\$0</b>	<b>\$58</b>	<b>\$77</b>	<b>\$1,945</b>	<b>\$0</b>	<b>\$2,338</b>
<b>Mileage</b>		0.55	Miles									
<b>Mileage Subtotal</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Other Direct Costs Total</b>				<b>\$4,944</b>	<b>\$1,978</b>	<b>\$1,978</b>	<b>\$0</b>	<b>\$1,978</b>	<b>\$2,627</b>	<b>\$66,771</b>	<b>\$0</b>	<b>\$80,274</b>
<b>Subcontracts</b>		<b>Rate</b>	<b>Unit</b>	<b>Cost</b>								<b>Grand Total</b>
<b>Subcontracts Subtotal</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Subcontracts Markup</b>		3%		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Subcontracts Total</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL</b>				<b>\$64,025</b>	<b>\$72,883</b>	<b>\$145,496</b>	<b>\$23,797</b>	<b>\$39,842</b>	<b>\$164,075</b>	<b>\$626,459</b>	<b>\$8,652</b>	<b>\$1,145,229</b>

Summary of Costs -	Description	Budget	% of Total
	Project Management	\$64,025	5.6%
	Phase 1 Contract Documents	\$72,883	6.4%
	Pre Purchase Services	\$145,496	12.7%
	Construction Engineering and Observation Services	\$662,826	78.3%
	<b>TOTAL</b>	<b>\$1,145,229</b>	

Task 1: Project Management Budget Estimate				Note: Blue numbers are calculated by spreadsheet. Input into grey cells.			
				TASK 1.1 Project Management			
Labor	Total Hours	Rate	Unit	Hours			Grand Total
Assistant/Support Staff 1		\$45	\$/hr				
Assistant/Support Staff 2	80	\$58	\$/hr	80			\$4,640
Assistant/Support Staff 3		\$65	\$/hr				
Assistant/Support Staff 4		\$74	\$/hr				
Assistant/Support Staff 5	160	\$78	\$/hr	160			\$12,480
Assistant/Support Staff 6		\$91	\$/hr				
Assistant/Support Staff 7		\$105	\$/hr				
Assistant/Support Staff 8		\$115	\$/hr				
Assistant/Support Staff 9		\$130	\$/hr				
Assistant/Support Staff 10		\$145	\$/hr				
Staff 1		\$62	\$/hr				
Staff 2		\$94	\$/hr				
Staff 3		\$89	\$/hr				
Staff 4		\$93	\$/hr				
Project 1		\$130	\$/hr				
Project 2		\$137	\$/hr				
Project 3		\$144	\$/hr				
Project 4		\$155	\$/hr				
Consultant 1		\$130	\$/hr				
Consultant 2	40	\$166	\$/hr	40			\$6,640
Consultant 3		\$174	\$/hr				
Consultant 4		\$200	\$/hr				
Principal 1	160	\$210	\$/hr	160			\$33,600
Principal 2		\$210	\$/hr				
Principal 3		\$210	\$/hr				
Principal 4		\$210	\$/hr				
<b>Labor Subtotal</b>	440			\$57,360	\$0	\$0	\$57,360
<b>Communication Markup</b>		3%		\$1,721	\$0	\$0	\$1,721
<b>Labor Total</b>				\$59,081	\$0	\$0	\$59,081
Other Direct Costs	No. Units	Rate	Unit	Number			Grand Total
Airfare	5	\$400	Round Trip	5			\$2,000
Rental Vehicles	10	\$80	Day	10			\$800
Lodging	10	\$110	Night	10			\$1,100
Meals	10	\$60	Day	10			\$600
Parking Fees	10	\$30	Day	10			\$300
Field Supplies		\$20	Each				
Miscellaneous		\$1,000	Each				
Long Term Truck Rental		\$1,500	Month				
Long Term Lodging		\$1,700	Month				
<b>Other Direct Costs Subtotal</b>				\$4,800	\$0	\$0	\$4,800
<b>Other Direct Costs Markup</b>		3%		\$144	\$0	\$0	\$144
Mileage		0.55	Miles				
<b>Mileage Subtotal</b>				\$0	\$0	\$0	\$0
<b>Other Direct Costs Total</b>				\$4,944	\$0	\$0	\$4,944
Subcontracts		Rate	Unit	Cost			Grand Total
<b>Subcontracts Subtotal</b>				\$0	\$0	\$0	\$0
<b>Subcontracts Markup</b>		3%		\$0	\$0	\$0	\$0
<b>Subcontracts Total</b>				\$0	\$0	\$0	\$0
<b>GRAND TOTAL</b>				\$64,025	\$0	\$0	\$64,025

Task 2: Phase 1 Drawings and Specifications Budget Estimate				Note: Blue numbers are calculated by spreadsheet Input into grey cells				
				TASK 2.1 Prepare Drawings and Specifications				
Labor	Total Hours	Rate	Unit	Hours			Grand Total	
Assistant/Support Staff 1		\$45	\$/hr					
Assistant/Support Staff 2		\$58	\$/hr					
Assistant/Support Staff 3		\$65	\$/hr					
Assistant/Support Staff 4		\$74	\$/hr					
Assistant/Support Staff 5	200	\$78	\$/hr	200			\$15,600	
Assistant/Support Staff 6		\$91	\$/hr					
Assistant/Support Staff 7		\$105	\$/hr					
Assistant/Support Staff 8	100	\$115	\$/hr	100			\$11,500	
Assistant/Support Staff 9		\$130	\$/hr					
Assistant/Support Staff 10		\$145	\$/hr					
Staff 1		\$62	\$/hr					
Staff 2		\$94	\$/hr					
Staff 3		\$89	\$/hr					
Staff 4		\$93	\$/hr					
Project 1		\$130	\$/hr					
Project 2	140	\$137	\$/hr	140			\$19,180	
Project 3		\$144	\$/hr					
Project 4		\$155	\$/hr					
Consultant 1		\$130	\$/hr					
Consultant 2	60	\$166	\$/hr	60			\$9,960	
Consultant 3		\$174	\$/hr					
Consultant 4		\$200	\$/hr					
Principal 1	60	\$210	\$/hr	60			\$12,600	
Principal 2		\$210	\$/hr					
Principal 3		\$210	\$/hr					
Principal 4		\$210	\$/hr					
<b>Labor Subtotal</b>	560			\$68,840	\$0	\$0	\$0	\$68,840
<b>Communication Markup</b>		3%		\$2,065	\$0	\$0	\$0	\$2,065
<b>Labor Total</b>				\$70,905	\$0	\$0	\$0	\$70,905
Other Direct Costs	No. Units	Rate	Unit	Number			Grand Total	
Airfare	2	\$400	Round Trip	2				\$800
Rental Vehicles	4	\$80	Day	4				\$320
Lodging	4	\$110	Night	4				\$440
Meals	4	\$60	Day	4				\$240
Parking Fees	4	\$30	Day	4				\$120
Field Supplies		\$20	Each					
Miscellaneous		\$1,000	Each					
Long Term Truck Rental		\$1,500	Month					
Long Term Lodging		\$1,700	Month					
<b>Other Direct Costs Subtotal</b>				\$1,920	\$0	\$0	\$0	\$1,920
<b>Other Direct Costs Markup</b>		3%		\$58	\$0	\$0	\$0	\$58
Mileage		0.55	Miles					
<b>Mileage Subtotal</b>				\$0	\$0	\$0	\$0	\$0
<b>Other Direct Costs Total</b>				\$1,978	\$0	\$0	\$0	\$1,978
Subcontracts		Rate	Unit	Cost			Grand Total	
<b>Subcontracts Subtotal</b>				\$0	\$0	\$0	\$0	\$0
<b>Subcontracts Markup</b>		3%		\$0	\$0	\$0	\$0	\$0
<b>Subcontracts Total</b>				\$0	\$0	\$0	\$0	\$0
<b>GRAND TOTAL</b>				\$72,883	\$0	\$0	\$0	\$72,883

Task 3: Phase 1 Material Pre Purchase Budget Estimate				Note: Blue numbers are calculated by spreadsheet Input into grey cells				
Labor	Total Hours	Rate	Unit	TASK 3.1	TASK 3.2	TASK 3.3	TASK 3.4	Grand Total
				Prepare Phase 1 EMP Dwgs and Specs	Prepare Phase 1 EMP Bid Docs	EMP Bid Opening Bid Evaluation	EMP Manufacturer Submittal Review	
				Hours				
Assistant/Support Staff 1		\$45	\$/hr					
Assistant/Support Staff 2		\$58	\$/hr					
Assistant/Support Staff 3	160	\$65	\$/hr	40	40	40	40	\$10,400
Assistant/Support Staff 4		\$74	\$/hr					
Assistant/Support Staff 5		\$78	\$/hr					
Assistant/Support Staff 6		\$91	\$/hr					
Assistant/Support Staff 7		\$105	\$/hr					
Assistant/Support Staff 8		\$115	\$/hr					
Assistant/Support Staff 9		\$130	\$/hr					
Assistant/Support Staff 10		\$145	\$/hr					
Staff 1		\$62	\$/hr					
Staff 2	204	\$94	\$/hr	80	40	24	60	\$19,176
Staff 3		\$89	\$/hr					
Staff 4		\$93	\$/hr					
Project 1		\$130	\$/hr					
Project 2	542	\$137	\$/hr	80	170	112	180	\$74,254
Project 3		\$144	\$/hr					
Project 4		\$155	\$/hr					
Consultant 1		\$130	\$/hr					
Consultant 2	138	\$166	\$/hr	16	56	42	24	\$22,908
Consultant 3		\$174	\$/hr					
Consultant 4		\$200	\$/hr					
Principal 1	60	\$210	\$/hr	20	20	20		\$12,600
Principal 2		\$210	\$/hr					
Principal 3		\$210	\$/hr					
Principal 4		\$210	\$/hr					
<b>Labor Subtotal</b>	1,104			\$27,936	\$43,146	\$31,372	\$36,884	\$139,338
<b>Communication Markup</b>		3%		\$838	\$1,294	\$941	\$1,107	\$4,180
<b>Labor Total</b>				\$28,774	\$44,440	\$32,313	\$37,991	\$143,518
Other Direct Costs	No. Units	Rate	Unit	Number				Grand Total
Airfare	2	\$400	Round Trip	2				\$800
Rental Vehicles	4	\$80	Day	4				\$320
Lodging	4	\$110	Night	4				\$440
Meals	4	\$60	Day	4				\$240
Parking Fees	4	\$30	Day	4				\$120
Field Supplies		\$20	Each					
Miscellaneous		\$1,000	Each					
Long Term Truck Rental		\$1,500	Month					
Long Term Lodging		\$1,700	Month					
<b>Other Direct Costs Subtotal</b>				\$1,920	\$0	\$0	\$0	\$1,920
<b>Other Direct Costs Markup</b>		3%		\$58	\$0	\$0	\$0	\$58
Mileage		0.55	Miles					
<b>Mileage Subtotal</b>				\$0	\$0	\$0	\$0	\$0
<b>Other Direct Costs Total</b>				\$1,978	\$0	\$0	\$0	\$1,978
Subcontracts		Rate	Unit	Cost				Grand Total
<b>Subcontracts Subtotal</b>				\$0	\$0	\$0	\$0	\$0
<b>Subcontracts Markup</b>		3%		\$0	\$0	\$0	\$0	\$0
<b>Subcontracts Total</b>				\$0	\$0	\$0	\$0	\$0
<b>GRAND TOTAL</b>				\$30,752	\$44,440	\$32,313	\$37,991	\$145,496



Task 5: Bidding Services Budget Estimate				Note: Blue numbers are calculated by spreadsheet. Input into grey cells					
				TASK 5.1 Pre Bid Meeting	TASK 5.2 Bidding Coordination Addendums	TASK 5.3 Bid Opening Bid Summary	TASK 5.4 Bid Award recommendation		
Labor	Total Hours	Rate	Unit	Hours				Grand Total	
Assistant/Support Staff 1		\$45	\$/hr						
Assistant/Support Staff 2		\$58	\$/hr						
Assistant/Support Staff 3	68	\$65	\$/hr	20	20	20	8	\$4,420	
Assistant/Support Staff 4		\$74	\$/hr						
Assistant/Support Staff 5		\$78	\$/hr						
Assistant/Support Staff 6		\$91	\$/hr						
Assistant/Support Staff 7		\$105	\$/hr						
Assistant/Support Staff 8		\$115	\$/hr						
Assistant/Support Staff 9		\$130	\$/hr						
Assistant/Support Staff 10		\$145	\$/hr						
Staff 1		\$62	\$/hr						
Staff 2	32	\$94	\$/hr		16	16		\$3,008	
Staff 3		\$89	\$/hr						
Staff 4		\$93	\$/hr						
Project 1		\$130	\$/hr						
Project 2	126	\$137	\$/hr	20	60	30	16	\$17,262	
Project 3		\$144	\$/hr						
Project 4		\$155	\$/hr						
Consultant 1		\$130	\$/hr						
Consultant 2	12	\$166	\$/hr		6		6	\$1,992	
Consultant 3		\$174	\$/hr						
Consultant 4		\$200	\$/hr						
Principal 1	48	\$210	\$/hr	40		4	4	\$10,080	
Principal 2		\$210	\$/hr						
Principal 3		\$210	\$/hr						
Principal 4		\$210	\$/hr						
<b>Labor Subtotal</b>	286			\$12,440	\$12,020	\$7,754	\$4,548	\$0	\$36,762
<b>Communication Markup</b>		3%		\$373	\$361	\$233	\$136	\$0	\$1,103
<b>Labor Total</b>				\$12,813	\$12,381	\$7,987	\$4,684	\$0	\$37,865
Other Direct Costs	No. Units	Rate	Unit	Number				Grand Total	
Airfare	2	\$400	Round Trip	2					\$800
Rental Vehicles	4	\$80	Day	4					\$320
Lodging	4	\$110	Night	4					\$440
Meals	4	\$60	Day	4					\$240
Parking Fees	4	\$30	Day	4					\$120
Field Supplies		\$20	Each						
Miscellaneous		\$1,000	Each						
Long Term Truck Rental		\$1,500	Month						
Long Term Lodging		\$1,700	Month						
<b>Other Direct Costs Subtotal</b>				\$1,920	\$0	\$0	\$0	\$0	\$1,920
<b>Other Direct Costs Markup</b>		3%		\$58	\$0	\$0	\$0	\$0	\$58
Mileage		0.55	Miles						
<b>Mileage Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0
<b>Other Direct Costs Total</b>				\$1,978	\$0	\$0	\$0	\$0	\$1,978
Subcontracts		Rate	Unit	Cost				Grand Total	
<b>Subcontracts Subtotal</b>				\$0	\$0	\$0	\$0	\$0	\$0
<b>Subcontracts Markup</b>		3%		\$0	\$0	\$0	\$0	\$0	\$0
<b>Subcontracts Total</b>				\$0	\$0	\$0	\$0	\$0	\$0
<b>GRAND TOTAL</b>				\$14,791	\$12,381	\$7,987	\$4,684	\$0	\$39,842







**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 11/6/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 11/19/14

**ITEM/TOPIC:** Amendment 1 to the URS Contract #2716-13 (RFP 101-35) for the Bradner Reservoir Enlargement Project additional services.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Amendment 1 to the URS contract for the Bradner Reservoir Enlargement project additional services.

**BACKGROUND/RATIONALE:** Amendment 1 addresses the additional services related to adding the containment dam and the additional alternatives. These services that have been or will be performed were not included in the Agreement dated August, 7 2013. The amount of this amendment is \$479,831.00 and will be paid out of funding received for the Bradner project. This is amendment 1 to URS contract number 2716-13 with the original amount of \$1,917,578.00 before tax. Engineering firm URS was hired through RFP 101-35.

**STAFF RECOMMENDATION:** Approval of Amendment 1 to the URS contract for the Bradner Reservoir Enlargement project additional services.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the November 12<sup>th</sup> Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

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



## UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

**PROJECT NAME:** Bradner Dam Rehabilitation/Expansion      **PROJECT NUMBER:** UT-WS-2013-4

**PROJECT DESCRIPTION:** At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, raw water storage by increasing capacity at the Bradner Dam is of utmost importance to the overall functioning of the entire water system.

**ACTION TIMELINE:** Request approval of URS Bradner Amendments 1 & 2      **LINE ITEM NUMBER:** 646-0000-650-8741

**Engineers Estimate \$30,527,369.95**

**FUNDING SOURCES**

City Funds	\$ 828,991.00
Capital Outlay	\$10,596,078.00
WTB	\$ 4,000,000.00
SRF	\$15,103,441.99
	<b>\$30,528,480.99</b>

**ESTIMATED EXPENDITURES**

Pre Design	\$ 871,476.79
Design	\$ 2,887,330.66
Egr Services	\$ 2,809,000.00
Construction	\$23,850,000.00
	<b>\$30,417,807.45</b>

ACTION	DESCRIPTION	DATE
Loan/Grant	Capital Appropriations # 13-1424 \$1.8M Capital Appropriations # 14-2158 \$4.0M Capital Appropriations # 14-1587 \$6.0M SRF 3142 \$20.0M WTB 317 \$4.0M	06/30/2013
Authorized Ordinance		
Loan/Subsidy Agreement	State of New Mexico Office of the State Engineer Agreement	08/07/13
Engineering Services Agreement	Bradner Pre-Design w/URS Inc. Bradner Phase II w/URS Inc.	02/01/2013 08/07/2013
Bid Document Review	NA	
RFB Advertised	NA	
RFB Opening	NA	
Engineers Recommendation	NA	
Committee Recommendation	Item was discussed with Utility Advisory Committee	11/12/14
Council Approval	Item taken to City Council Worksession for Discussion and City Council for Approval	11/12/14
Notice to Proceed		



8181 E. Tufts Ave.  
Denver, CO 80237  
Tel: 303.694.2770  
Fax: 303.694.3946

October 30, 2014

Mr. Ken Garcia  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

**Re: Bradner Reservoir Enlargement Project and Raw Water Conveyance Project – Agreement Amendments**

Dear Mr. Garcia:

URS Corporation (URS) is submitting two contract amendments which include the following -

- 1. Amendment 1 – Raw Water Conveyance Project Agreement dated January 14, 2014.** URS understands that based on the desire by the City of Las Vegas to begin construction as soon as possible during the year 2014, the Bradner Reservoir and Raw Water Conveyance Pipe (Project) are to be constructed in two separate Phases. Phase 1 will include Raw Water Conveyance Pipe (RWC) that will be located within the Bradner Reservoir and Water Treatment Plant (WTP) property. The Bradner Reservoir will be constructed as Phase 2 of this project. The amendment addresses the changes associated with phasing the project along with construction phase services for the construction of the RWC. The amount of Amendment 1 is \$1,145,229.00. See the attached Amendment 1 and the attached project schedule for details.
- 2. Amendment 1 – Bradner Enlargement Project Agreement dated August 7, 2013.** URS performed or will perform additional services that are not included in our Professional Engineering Agreement (Agreement) dated August 7, 2013. These services include 1) Additional Enlargement Alternatives, 2) Additional Design Services, 3) Additional Updated Emergency Action Plan and Updated O&M Manual, 4) Additional Project Management, and 5) Additional Environmental Permitting Support. The amount of Amendment 1 is \$479,831.00. See the attached Amendment 1 and the attached project schedule for details.
- 3. Amendment 2 – Bradner Enlargement Project Agreement dated August 7, 2013.** Amendment 2 is for the Quarry Test Blast for the rock fill material for the dam shell material. The Agreement did not include a test blast of the potential quarry site since the dam was originally planned to be an earthen dam. Through analyses it was determined that a rock fill dam was more suitable for the dam site and more cost effective. The test blast is also required by the USACE 404 permit to assure that the blasting operations will not damage the existing cultural sites on the morada property. The amount of Amendment 2 is \$89,000. See the attached Amendment 2 and the attached project schedule for details.

To develop a basis of understanding for the magnitude of the requested amendments, we followed the general compensation guidelines presented in ASCE Manual 45 (Manual) - *Compensation for Services of Consulting Engineers, Architects and Landscape Architects*. The percentage for Basic Services is based on the estimated construction cost for the project. Basic Services include the design and preparation of drawings, specifications, and other contract documents necessary for the description of the Project facilities. Basic Services do not include special studies to resolve unique project issues, including permitting, or construction-related services for the Project.

Mr. Ken Garcia  
Utility Director - City of Las Vegas  
October 30, 2014  
Page 2

The percentages of Basic Services should be less than 7% or \$2,022,000 for the project, based on an estimated construction cost of \$28,886,250. URS total Basic Services budget, including the amendments, is \$1,914,861 which is 6.62% of estimated construction cost of \$28,886,250.

The total planning and design fees for the project, including the amendments, equal \$3,946,717 which is 13.7% of the estimated construction cost of \$28,886,250. The industry standard is 15% for planning, permitting, and design.

Please review and sign the attached amendments to the above contracts. Once URS receives the executed amendments we will update the project schedule based on the actual execution date of the amendment. The URS Team is dedicated to the success of this Project and appreciates your consideration of our amendments. If you have any questions, please contact me at (303) 740-3949.

Sincerely,  
**URS Corporation**

A handwritten signature in blue ink, appearing to read 'Ed A. Toms', with a long horizontal flourish extending to the right.

Ed A. Toms, PE, Vice President  
Project Manager

Attachments – Contract Amendments  
Project Schedule

**Amendment 1**  
**Bradner Reservoir Enlargement Project**  
**Additional Services**  
Scope of Work, Schedule, and Budget

**Introduction**

URS performed or will perform additional services that are not included in our Professional Engineering Agreement (Agreement) dated August 7, 2013. Our basis of understanding presented in the introduction of our Agreement states the following -

*The reservoir would increase from 280 acre-feet up to 4,000 acre-feet. The actual size of the reservoir will be defined during the project configuration task of the Pre-Design Project scope. The Bradner Dam Project (Project) will include the new dam, appurtenant structures (spillway, outlet works, and limited downstream piping (100 feet from the downstream dam face)), and access and maintenance roads.*

These services included or will include the following –

1. **Task 6 – Additional Enlargement Alternatives.** The City requested URS to develop additional alternatives after the project configuration was defined during the Pre-Design Project phase and the Preliminary Report (PER). URS prepared 28 additional alternatives after the PER was completed. These services included developing layout drawings, developing cost estimates, and coordinating discussions and meetings. The total cost for this task is \$64,787, which equates to about \$2,313 per alternative.
2. **Task 7 – Additional Design Services.** The original scope of work, as stated above, was for the design of one dam not two as URS is presently performing. The selected design includes a main dam, containment dam, and by-pass pipeline. The additional services included geotechnical investigations, materials testing, layout drawings, engineering analyses, preliminary design, final design, specifications, drawings, cost estimating, and sections of the Final Design Report for the containment dam and by-pass pipeline. The CLOMR that was prepared and submitted was also not included in our contract. The cost of this task is \$274,944.
3. **Task 8 – Additional Updated Emergency Action Plan and Updated O&M Manual.** The Emergency Action plan will need to include two dams instead of one dam as stated in our Agreement. Our agreement states that we will perform the dam break analysis, flood routing, and mapping for one dam. The present project includes a main dam and a containment dam. URS will need to perform the required services to meet OSE Rules for the containment dam along with the main dam. Our agreement states that URS will prepare the Operation and Maintenance Manual for one dam. The present project includes a main dam and a containment dam. URS will need to expand our services to include the containment dam and the diversion system within the O&M Manual. The cost of this task is \$38,254.
4. **Task 9 – Additional Project Management.** URS provided additional project management during the five (5) month funding development period of the project. This support included additional monthly meetings while the City was obtaining construction funding for the project. The cost of this task is \$33,042.

5. **Task 10 – Additional Environmental Permitting Support.** URS prepared a New Mexico Environmental Information Document (EID) which was required due to the funding obtained through the New Mexico Clean Water State Revolving Fund which is a federally funded program by the Environmental Protection Agency. Developing and obtaining approval for the EID was not included in our scope of work. The cost of this task is \$ \$44,084.

**Schedule**

The above scope of work will be performed within the required limits of our present Agreement schedule.

**Budget**

The above scope of work will be performed on a time and materials with a not to exceed amount of \$479,831 per the Agreement. The amount does not include NM Gross Receipt taxes. The following table presents a summary of the costs. The attached spreadsheet presents a detailed summary of the costs.

Description	Budget
Task 6 – Additional Enlargement Alternatives	\$89,507
Task 7 – Additional Design Services	\$274,944
Task 8 – Additional Updated EAP and O&M Manual	\$38,254
Task 9 – Additional Project Management	\$33,042
Task 10 – Additional Environmental	\$44,084
<b>Total</b>	<b>\$479,831</b>

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Amendment in triplicate on the respective dates indicated below.

ATTEST: \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

OWNER: City of Las Vegas

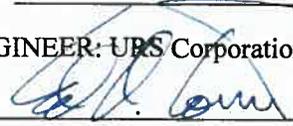
By \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ENGINEER: URS Corporation

By  \_\_\_\_\_

Type Name Ed A. Toms

Title Vice President

Add ess 8181 E. Tufts Avenue

Denver, Colorado 80237-2579

Date October 26, 2014



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 11/6/14

**DEPT:** Utilities Dept.

**MEETING DATE:** 11/19/14

**ITEM/TOPIC:** Amendment 2 to the URS Contract #2716-13 (RFP 101-35) for the Bradner Reservoir Enlargement Project quarry test blast.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Amendment 2 to the URS contract for the Bradner Reservoir Enlargement project quarry test blast.

**BACKGROUND/RATIONALE:** Amendment 2 is for the test blast attenuation study to evaluate the effect of blasting (if any) on structures located in the vicinity of Bradner Dams and to evaluate the quality of the rock after it is blasted, placed and compacted. These services that have been or will be performed were not included in the Agreement dated August, 7 2013. The amount of this amendment is \$89,000.00 and will be paid out of funding received for the Bradner project. This is amendment 2 to URS contract number 2716-13 with the original pre tax amount of \$1,917,578.00. Engineering firm URS was hired through RFP 101-35.

**STAFF RECOMMENDATION:** Approval of Amendment 2 to the URS contract for the Bradner Reservoir Enlargement project quarry test blast.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the November 12<sup>th</sup> Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

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



## UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

**PROJECT NAME:** Bradner Dam Rehabilitation/Expansion      **PROJECT NUMBER:** UT-WS-2013-4

**PROJECT DESCRIPTION:** At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, raw water storage by increasing capacity at the Bradner Dam is of utmost importance to the overall functioning of the entire water system.

**ACTION TIMELINE:** Request approval of URS Bradner Amendments 1 & 2      **LINE ITEM NUMBER:** 646-0000-650-8741

**Engineers Estimate \$30,527,369.95**

**FUNDING SOURCES**

City Funds	\$ 828,991.00
Capital Outlay	\$10,596,078.00
WTB	\$ 4,000,000.00
SRF	\$15,103,441.99
	\$30,528,480.99

**ESTIMATED EXPENDITURES**

Pre Design	\$ 871,476.79
Design	\$ 2,887,330.66
Egr Services	\$ 2,809,000.00
Construction	\$23,850,000.00
	\$30,417,807.45

ACTION	DESCRIPTION	DATE
Loan/Grant	Capital Appropriations # 13-1424 \$1.8M Capital Appropriations # 14-2158 \$4.0M Capital Appropriations # 14-1587 \$6.0M SRF 3142 \$20.0M WTB 317 \$4.0M	06/30/2013
Authorized Ordinance		
Loan/Subsidy Agreement	State of New Mexico Office of the State Engineer Agreement	08/07/13
Engineering Services Agreement	Bradner Pre-Design w/URS Inc. Bradner Phase II w/URS Inc.	02/01/2013 08/07/2013
Bid Document Review	NA	
RFB Advertised	NA	
RFB Opening	NA	
Engineers Recommendation	NA	
Committee Recommendation	Item was discussed with Utility Advisory Committee	11/12/14
Council Approval	Item taken to City Council Worksession for Discussion and City Council for Approval	11/12/14
Notice to Proceed		



8181 E. Tufts Ave.  
Denver, CO 80237  
Tel: 303.694.2770  
Fax: 303.694.3946

October 30, 2014

Mr. Ken Garcia  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

**Re: Bradner Reservoir Enlargement Project and Raw Water Conveyance Project – Agreement Amendments**

Dear Mr. Garcia:

URS Corporation (URS) is submitting two contract amendments which include the following -

- 1. Amendment 1 – Raw Water Conveyance Project Agreement dated January 14, 2014.** URS understands that based on the desire by the City of Las Vegas to begin construction as soon as possible during the year 2014, the Bradner Reservoir and Raw Water Conveyance Pipe (Project) are to be constructed in two separate Phases. Phase 1 will include Raw Water Conveyance Pipe (RWC) that will be located within the Bradner Reservoir and Water Treatment Plant (WTP) property. The Bradner Reservoir will be constructed as Phase 2 of this project. The amendment addresses the changes associated with phasing the project along with construction phase services for the construction of the RWC. The amount of Amendment 1 is \$1,145,229.00. See the attached Amendment 1 and the attached project schedule for details.
- 2. Amendment 1 – Bradner Enlargement Project Agreement dated August 7, 2013.** URS performed or will perform additional services that are not included in our Professional Engineering Agreement (Agreement) dated August 7, 2013. These services include 1) Additional Enlargement Alternatives, 2) Additional Design Services, 3) Additional Updated Emergency Action Plan and Updated O&M Manual, 4) Additional Project Management, and 5) Additional Environmental Permitting Support. The amount of Amendment 1 is \$479,831.00. See the attached Amendment 1 and the attached project schedule for details.
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To develop a basis of understanding for the magnitude of the requested amendments, we followed the general compensation guidelines presented in ASCE Manual 45 (Manual) - *Compensation for Services of Consulting Engineers, Architects and Landscape Architects*. The percentage for Basic Services is based on the estimated construction cost for the project. Basic Services include the design and preparation of drawings, specifications, and other contract documents necessary for the description of the Project facilities. Basic Services do not include special studies to resolve unique project issues, including permitting, or construction-related services for the Project.

Mr. Ken Garcia  
Utility Director - City of Las Vegas  
October 30, 2014  
Page 2

The percentages of Basic Services should be less than 7% or \$2,022,000 for the project, based on an estimated construction cost of \$28,886,250. URS total Basic Services budget, including the amendments, is \$1,914,861 which is 6.62% of estimated construction cost of \$28,886,250.

The total planning and design fees for the project, including the amendments, equal \$3,946,717 which is 13.7% of the estimated construction cost of \$28,886,250. The industry standard is 15% for planning, permitting, and design.

Please review and sign the attached amendments to the above contracts. Once URS receives the executed amendments we will update the project schedule based on the actual execution date of the amendment. The URS Team is dedicated to the success of this Project and appreciates your consideration of our amendments. If you have any questions, please contact me at (303) 740-3949.

Sincerely,  
**URS Corporation**

A handwritten signature in blue ink, appearing to read 'Ed A. Toms', with a horizontal line above it.

Ed A. Toms, PE, Vice President  
Project Manager

Attachments – Contract Amendments  
Project Schedule

**Amendment 2**  
**Bradner Reservoir Enlargement Project**  
**Quarry Test Blast**  
Scope of Work, Schedule, and Budget

**Purpose**

The purpose of test blast attenuation study has two parts. The first part of the study will collect data to evaluate the effect of blasting (if any) on structures located in the vicinity of Bradner Dam. The second part of the study will evaluate the quality of the rock after it is blasted and placed and compacted in lifts similar to those that will be used during construction.

**Scope of Work**

The project will consist of four tasks:

1. Pre-blast survey of structures
2. Drilling, blasting and monitoring
3. Rock quality testing
4. Post blast survey

**Task 1 - Pre-Blast Survey**

A pre-blast survey will be conducted on selected structures located within 1,000 feet of the proposed blast area. Additionally, specific structures identified by URS and or the City of Las Vegas will be inspected based on the type of structure and its sensitivity to shaking. Generally the survey will consist of high resolution digital photography and field notes to document the existing condition of structures. This will include any cracks in walls, ceilings, masonry, foundations, etc. and other defects that have been caused by normal aging and environmental forces. The condition of both the exterior and interior of structures will be documented.

**Task 2 - Drilling, Blasting and Monitoring**

This task consists of conducting drilling and blasting in the proposed quarry area along with monitoring the seismic and sound vibrations at different distances from blast locations. We expect three to five test blasts will be performed to evaluate blasting techniques and the resulting attenuation of vibrations.

A series of shallow test holes will be drilled blaster prior to conducting any blasting to investigate rock quality and help locate optimal test blast areas. The final test blast areas will be located in the field once the rock quality is evaluated. All of the test blasts will be located within the current quarry limits.

A licensed blaster will be subcontracted by URS and will be responsible for providing the appropriate equipment, tools, and methods for producing the test blasts. It is estimated this task will take approximately 3 to 5 days to complete.

A URS field engineer will be present during all field investigations to direct the blaster on the locations, depths, and methods for the various tasks. The URS field engineer will also be responsible for collecting samples and documenting the results of all investigations.

- We estimate the field work will last 5 to 7 days.
- Laboratory testing will include large scale gradations of rockfill material, 4 unconfined compressive strength tests, 4 L.A. Abrasion tests and 5 laboratory gradations.
- Supplies: buckets, field made sieves and screens

### **Task 3 - Rock Quality Testing**

The work for this task will evaluate the suitability of the blasted Glorieta Formation sandstone for potential use as rockfill, riprap, and aggregate for construction of the proposed Bradner Dam. During the drilling and blasting task, one of the trial test blasts will be used produce approximately 500 to 1000 cubic yards of rock. A small test rockfill will be constructed using the blasted rock. The rock will be placed in an approximately 18 inch thick lift and compacted with a smooth drum roller. Test pits will be excavated in the rockfill to examine the compaction and breakdown of the rock material. Samples of rock will be collected to evaluate the quality of the after it is blasted but before used as rockfill. Samples will also be collected from the test rockfill before and after the lift is compacted.

### **Task 4 - Post Blast Survey**

A post-blast survey similar to the pre-blast survey will be conducted on the same structures at the completion of blasting. The same techniques used for the pre-blast survey will be used during the post blast survey to inspect the structures. A short memo will be prepared for each structure documenting any new damage caused by blasting.

### **Task 5 - Project Management and Meetings**

URS will provide project management for the test blast program which will include developing test blast plan for the City's and OSE's review and approval, health and safety plan, monthly invoicing and status reports, and meetings with the City, OSE, and other interested parties as directed by the City.

### **Schedule**

The above scope of work will be performed within 30 calendar days after a notice to proceed is issued.

### **Budget**

The above scope of work will be performed for a lump sum budget of \$89,000. URS will invoice and submit a project status report on a monthly basis. The following table presents lump sum totals for each task. NM Gross receipt taxes are not reflected in the below budget.

Description	Budget
Task 1 – Pre-Blast Survey of Structures	\$10,000.00
Task 2 – Drilling, Blasting, and Monitoring	\$30,000.00
Task 3 – Rock Quality Testing	\$29,000.00

October 28, 2014

Task 4 – Post Blast Survey of Structures	\$5,000.00
Task 5 – Project Management and Meetings	\$15,000.00
<b>Total</b>	<b>\$89,000.00</b>

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Amendment in triplicate on the respective dates indicated below.

ATTEST: \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

OWNER: City of Las Vegas

By \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ENGINEER: URS Corporation

By  \_\_\_\_\_

Type Name Ed A. Toms

Title Vice President

Address 8181 E. Tufts Avenue

Denver, Colorado 80237-2579

Date October 26, 2014

