



# 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  
January 20, 2016–Wednesday– 6:00 p.m.  
City Council Chambers  
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (December 9<sup>th</sup> and December 16<sup>th</sup>, 2015)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**  
**(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)**
- X. **CITY MANAGER'S REPORT**
- XI. **PRESENTATIONS (Not to exceed 10 minutes per person)**

- Presentation by MainStreet de Las Vegas on the status of deliverables, as per Contract #3083-15.
- Presentation by the City of Las Vegas/San Miguel Chamber of Commerce on the status of deliverables, as per Contract #3084-15.

- Presentation by the Las Vegas/San Miguel Economic Development, Inc. on the status of deliverables, as per Contract #3085-15.

**XII. 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 #16-03 Budget Adjustment Resolution.

***Ann Marie Gallegos, Finance Director*** The City of Las Vegas is in need of increasing or decreasing the FY2016 budgeted revenues or expenditures, transfers to or transfers from within various funds.

2. Approval to Award Bid #2016-20 for the Transportation Alternatives Program (TAP) Riverwalk Pedestrian Bicycle Trail (CN-4100930)

***Chris Cavazos, Public Works Project Manager*** Bid #2016-20 for the Transportation Alternatives Program (TAP) Riverwalk Pedestrian Bicycle Trail (CN-4100930) was opened on November 18, 2015. Four (4) offerors submitted a bid of which H.O. Construction was the lowest bidder. The Offeror has met all specifications and licensing requirements as certified by the Engineer and the NMDOT. The bid was in the amount of \$202,115.89 inclusive of NMGRT.

3. Approval for the purchase of Ditch Witch JT20 Directional Drill/Trenchless Excavating by the Utilities Gas Division.

***Ken Garcia, Utilities Director*** The purchase of this drill will improve customer service and safety by allowing employees to install and replace lines without excavation which will limit surface disruption and damage. It will allow for minimal trenching and damage to sidewalks and roadways and will improve efficiency at a reduced cost. The purchase price is \$268,119.67.

4. Approval of the Las Vegas Landfill closure project change order #5.

***Ken Garcia, Utilities Director*** This change order was for additional work completed by New Image Construction due to the excavation of unexpected municipal solid waste at the landfill project. The change order included additional costs for specific items which were required to be completed for the overall successful completion of the landfill project. The amount of the change order is \$101,807.60.

5. Approval of Resolution No. 16-01 allowing the use of State Revolving Loan Fund 2910 as the match for the Water Trust Board 317 grant/loan.

*Ken Garcia, Utilities Director*, The City of Las Vegas was awarded and has expended \$1.2M in grant/loan funding from the New Mexico State Revolving Loan fund (SRF 2910) for use in the planning and design of the Raw Water Conveyance line. Water Trust Board (WTB) has awarded the City \$4M in grant/loan funding for the construction of the Raw Water Conveyance line into Bradner. There is an \$800,000 match required from the City for the WTB funds and we would like to use SRF 2910 as the match for WTB.

#### **XIV. BUSINESS ITEMS**

1. Approval/Disapproval of Open Meeting Resolution 16-04.

*Casandra Fresquez, City Clerk* Resolution 16-04 Establishes Reasonable Notice of City Council Meetings in compliance with the Open Meetings Act. Approval of the resolution is required annually.

#### **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 DECEMBER 9, 2015 AT 5:30 P.M. IN THE CITY  
COUNCIL CHAMBERS**

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

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

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

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

Mayor Ortiz Jr. let the governing body know that Councilor Gurule-Giroń called and advised she was not feeling well and would not be attending the meeting.

**MOMENT OF SILENCE**

Mayor Ortiz Jr. asked for a moment of silence for all the blessings each individual has and thankful for all the hard work and progress the City has made.

**APPROVAL OF AGENDA**

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

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

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

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

### **MAYOR'S APPOINTMENTS/REPORTS**

Mayor Ortiz Jr. asked to appoint Ms. Christine Ludi to the committee for the renaming of the South Pacific Park.

The Governing Body had no objections to appointing Ms. Ludi.

Mayor Ortiz Jr. gave a brief overview of meeting he had in Santa Fe regarding the Bradner and Peterson Dam and also the negotiations with the Storrie Lake Water Users Association.

Mayor Ortiz Jr. advised he would be adding an item to the agenda after consulting with Attorney Smith as she recommended that the contracts for appointments be made from January 1<sup>st</sup> to May 1<sup>st</sup> to allow for the new governing body to make the decision to reappoint.

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

None at this time.

### **PUBLIC INPUT**

None at this time.

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

City Manager Martinez advised that Las Vegas Day and Night will be held January 28<sup>th</sup> at the Legislature.

City Manager Martinez advised the day prior a City Retreat was held and departments gave an overview of their goals and objectives and status of ongoing projects.

Mayor Ortiz Jr. advised at the next meeting he would be appointing the City Clerk, City Attorney and Chief of Police.

### **DISCUSSION ITEMS**

1. Ratification of authorization for out of state travel to Colorado Springs, CO.

Commander Lopez advised the governing body the purpose of the trip was to pick up equipment from the DLA Disposition Services at Colorado Springs, CO. This service deals with the issuing of decommissioned military property to law enforcement agencies. This equipment will be utilized for the Las Vegas Police

Department, Emergency Response Team. The equipment the department received is a robot with communication capabilities, rifle scopes and camera system.

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

2. Resolution #15-58 Establishing fees for credit card payments.

Finance Director Gallegos advised the governing body that the City is in need of establishing fees for credit card payments that are received by the City of Las Vegas. Finance Director Gallegos gave a brief overview of the resolution and a description of the proposed fees. Finance Director Gallegos advised the City pays a fee for each credit card payment that does not get passed onto the customer, the department is anticipating an increase in credit card payments once online payments are made available as well as more utilization of over the phone payments by credit card, these types of transactions take staff time to process at the time of payment as well as at the end of day when the cashier runs the batch all credit card transactions.

Councilor Howell asked questions regarding the fee for over the phone transactions and how long does each transaction take.

Finance Director Gallegos advised that fee is based on staff time that has to take the information, run the card information through the credit card machine and run the batch at the end of the day. Some transactions could take several tries due to various reasons either with card or the machine.

Councilor Howell asked if the department had the capability to store the credit card information in the system.

Finance Director Gallegos advised that they do not have the capability to store customers credit card information they do have the credit card swipe machines at the cashiers but when an individual calls to make a payment that credit card information is written down and at the end of the day once the cashier has run the daily batch that information is destroyed to protect the customers information.

Discussion took place regarding the various fees.

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

3. Request for the City of Las Vegas to participate in FEMA's Community Rating System (CRS) program.

City Manager Martinez advised that this past August, City Building Inspector, Ben Maynes, attended CRS training in Maryland following Las Vegas' invitation to participate in FEMA's Community Rating System program. The objective of the

Community Rating System is to reward communities that are doing more than the minimum National Flood Insurance Program requirements.

Discussion took place regarding discounts possible to residents on their flood insurance with the City taking these steps.

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

**EXECUTIVE SESSION**

City Manager Martinez advised there was no need for Executive Session.

**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.

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

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



**MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, DECEMBER 16, 2015 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS**

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

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

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

**CALL TO ORDER**

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

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Mayor Ortiz, Jr. asked for a moment of silence in appreciation of our precious lives and the opportunities we have to accomplish many things and helping others when in need.

**APPROVAL OF AGENDA**

City Manager Martinez made a recommendation to remove Business Item #2 from Consent Agenda (Approval of Resolution #15-58 Establishing fees for credit

card payments); due to the result of receiving other options and information that may be viable and stated that they should look into those options and explore all avenues therefore may include modifying the resolution.

Councilor Gurule-Giroń made a motion to approve the agenda with the recommended change to remove Business Item 2 from the Consent Agenda. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
Tonita Gurule-Giroń	Yes	Joey Herrera	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 November 12<sup>th</sup>-Special, November 12<sup>th</sup>- Work Session and November 18<sup>th</sup>, 2015. Councilor Gurule-Giroń 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
Tonita Gurule-Giroń	Yes	Vincent Howell	Yes

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

### **MAYOR'S APPOINTMENTS/REPORTS**

Mayor Ortiz, Jr. made a recommendation to appoint Kirk Ludi as an alternate for the committee of renaming the South Pacific Park.

Mayor Ortiz, Jr. explained that any projects brought on by Municipalities comes with many obstacles and added that the reservoir storage project was a timely one but explained that the City is working diligently to complete it. Mayor Ortiz, Jr. expressed how pleased he was with many projects that have been completed throughout the community.

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

Mayor Ortiz, Jr. took the opportunity to recognize El Sombrero owner and her staff for providing Thanksgiving dinners for 19 years and recommended producing a proclamation to recognize her generous acts. Mayor Ortiz, Jr. also recommended to include El Sombrero for the pay it forward program in order to extend thanks for their efforts.

## **PUBLIC INPUT**

Las Vegas Police Officer/AFCME Union President David Cordova gave a brief overview regarding the Las Vegas Police Department Fleet and advised of the dire need of new vehicles and informed of the shortage of vehicles to accommodate new officers and the many mechanical issues on older vehicles. Officer Cordova expressed the significance of obtaining new vehicles in order to provide officers with equipment needed in order to better serve the City of Las Vegas and asked the Governing Body for their support in this matter.

Frank Casey spoke briefly in support of the request for the purchase of new vehicles for the Las Vegas Police Department, which should include computers in order to obtain more information and explained how critical the need of new vehicles is in order to safely help in protecting the citizens of Las Vegas.

## **CITY MANAGER'S REPORT**

City Manager Martinez reported that South Pacific Street was open however that the project was not yet complete and informed that the final process would be coating the street which would be completed in the spring. City Manager Martinez advised that ADA accessible sidewalks were completed.

City Manager Martinez advised that Finance Director Ann Marie Gallegos was looking into how to obtain financing for additional vehicles in the Police Department in order to accommodate the increased staff.

## **FINANCE REPORT**

Finance Director Ann Marie Gallegos presented the Finance Report ending November 30, 2015. Finance Director Gallegos advised that General Fund revenue came in at thirty eight percent and expenditures were at thirty five percent.

Councilor Gurule-Giroñ asked for clarification regarding the Intergovernmental percentage.

Finance Director explained that it pertained to the auto distributions licenses and fees and reported that Recreation Department revenues were at thirty nine percent. Finance Director Gallegos advised that expenditures came at forty four percent.

Finance Director Gallegos advised that the Enterprise Funds revenue total was at thirty four percent and informed that by next month revenues would be increasing due to more use of natural gas and informed that expenditures came in at thirty two percent.

Councilor Howell asked Finance Director Gallegos in her opinion; to rate the strength of the city's finances, between 1 and 10, (1 being the weakest).

Finance Director Gallegos stated that she would rate the City's finances between a 7 and 8 due to monitoring revenues as well as the expenditures consistently and advised that she meets with City Manager Martinez often regarding upcoming programs. Finance Director Gallegos added that the city is maintaining revenues and holding back on expenditures.

City Manager Martinez informed that the GRT was coming in consistently and added that the monitoring of revenues and expenditures were constantly being practiced due to not knowing how the hold harmless would affect the City's finances.

## **CONSENT AGENDA**

City Clerk Fresquez read the Consent Agenda Items 1 and 3 into the record as follows:

1. Approval of ratification authorizing out of state travel to Colorado Springs, CO.

3. Approval of request for the City of Las Vegas to participate in FEMA's Community Rating System (CRS) program.

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

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

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

## **BUSINESS ITEMS**

Community Development Director Lindsey Valdez advised that the City of Las Vegas community Development Department issued RFP #2016-12 on August 20, 2015, requesting graphic design and promotional services; eight proposals were received and were ranked. On November 18, 2015 Mayor and Council awarded RFP 2016-12 to Cisneros Design, Inc.

Event Planner Annette Velarde acknowledged the Cisneros Design staff and also the marketing committee and gave a brief overview of the proposed contract which included:

- Conceptual development
- Assessments
- Product development
- Administrative production and printing

Event Planner Velarde informed that the marketing would come from Lodger's Tax and added that non-profit businesses would also benefit from the plan. Event Planner Velarde advised that this project had been ongoing for the last four years and described Cisneros Design as being "the best of the best" and added that they looked forward to working with them in order to move Las Vegas forward.

Event Planner Velarde added that the State was doing a great job of bringing in tourists to New Mexico however the City of Las Vegas was in competition with other cities throughout the state for those tourist dollars and needed to develop its own unique qualities.

Event Planner Velarde informed that another element in the contract was a deliverable and development cost sheet developed for the purpose of monitoring costs and to make sure the City receives its return on the investments from each deliverable.

Fred Cisneros from Cisneros Design thanked the Governing Body for the opportunity to help in developing plans and strategies regarding the marketing for the City of Las Vegas and explained that there were many ideas in helping their firm to develop strategies that would be recognizable therefore making it possible to reach markets that the City could benefit from and bring in revenue.

Councilor Gurule-Giroń had concerns regarding the total amount of the contract with Cisneros Design and also questioned when the status of the deliverables would be reported.

Community Development Director Valdez clarified that under the terms and conditions of the contract the total would not exceed \$250,000.00 for the period of one year, with option to renew every four years and advised that they would be eager to report quarterly on the deliverables.

Councilor Gurule-Giroń commended Community Development Director Valdez and Events Planner Velarde for their efforts in the Community Development Department and welcomed Mr. Cisneros.

Events Planner Velarde informed that meetings would be held with Council, the community, business members and non profits in order to inform them of the status of the project.

Councilor Howell welcomed Mr. Cisneros and his staff and asked when they would begin to see the results of their efforts.

Mr. Cisneros advised that building a strategy and timeline would realistically take about a month, to a month and a half.

Mr. Cisneros added that the assessment process included developing creative and concept and mentioned that the city would be competing with sophisticated and high revenue markets; therefore the goal would be to capitalize on those surrounding markets and draw people already in the state to Las Vegas.

Mr. Cisneros advised there would plans in place regarding community information, to meet with City staff to determine high priorities, and also to utilize digital media in order to get information out much sooner.

Councilor Howell had questions regarding the timeline of the renewal of the Cisneros Design contract.

Community Development Director Valdez informed that the contract renewal would begin within eight or nine months of the start of the contract, in order to have adequate time to present it to the Governing Body.

Short discussion took place pertaining to planning and allocating of the budget for contract renewals.

Councilor Herrera made a motion to approve to award contract for graphic design and promotional services to Cisneros Design, Inc. Contract shall not exceed \$250,000.00 for the period of the agreement. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

## **EXECUTIVE SESSION**

Mayor Ortiz, Jr. made the recommendation to go into Executive Session to discuss personnel matters regarding the Professional Service Contracts for City Attorney, City Clerk ,Chief of Police and City Manager

Councilor Gurule-Giroń made a motion to go into Executive Session to discuss personnel matters regarding Professional Services Contracts. Councilor Howell seconded the motion.

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

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

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

Councilor Herrera made a motion to exit Executive Session and added that only personnel matters were discussed, no votes were taken and to reconvene into Regular Session. 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
Joey Herrera	Yes	David L. Romero	Yes

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

## 2. Approval/Disapproval of City Attorney’s Professional Service Contract.

Mayor Ortiz, Jr. made the recommendation to approve to hire David L. Romero as City Attorney for the term, from January 1<sup>st</sup> to May 1<sup>st</sup>, 2016 at the current salary.

Councilor Herrera made a motion to approve of City Attorney’s Professional Service Contract for the term, from January 1<sup>st</sup> to May 1<sup>st</sup>, 2016 at the current salary. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Vincent Howell	Yes
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Tonita Gurule-Giroń                      Yes                                      Joey Herrera                                      Yes  
City Clerk Fresquez re-read the motion and advised the motion carried.

Mayor Ortiz, Jr. asked City Attorney Dave Romero if he would accept the proposed offer.

City Attorney Dave Romero thanked the Governing Body and added that he was honored to work for the City of Las Vegas and accepted the proposed offer.

3. Approval/Disapproval of City Clerk’s Professional Service Contract.

Mayor Ortiz, Jr. made the recommendation to approve to hire Casandra Fresquez as City Clerk for the term, from January 1<sup>st</sup> to May 1<sup>st</sup>, 2016 at the current salary.

Councilor Herrera made a motion to approve of City Clerk’s Professional Service Contract for the term from January 1<sup>st</sup> to May 1<sup>st</sup>, 2016 at the current salary. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Ortiz, Jr. asked City Clerk Casandra Fresquez if she would accept the proposed offer.

Casandra Fresquez accepted the proposed offer and thanked Mayor and Council for their continued support.

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

Mayor Ortiz, Jr. made the recommendation to approve to hire Juan Montano as Chief of Police for the term, from January 1<sup>st</sup> to May 1<sup>st</sup>, 2016 at the current salary.

Councilor Herrera made a motion to approve of Chief of Police Professional Service Contract for the term, from January 1<sup>st</sup> to May 1<sup>st</sup>, 2016 at the current salary. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Ortiz, Jr. asked Chief of Police Juan Montano if he would accept the proposed offer.

Chief of Police Juan Montano accepted the proposed offer and thanked Mayor and Council for the opportunity to continue as Chief of Police.

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

Mayor Ortiz, Jr. recommended the approval to hire Elmer J. Martinez as City Manager for the term, from January 1<sup>st</sup> to May 1<sup>st</sup>, 2016 with an increase to his salary which would be a yearly salary of \$100,000.

Mayor Ortiz, Jr. also mentioned that the governing body would encourage the vacation cap to be addressed by the incoming Mayor and Council so that vacation time is not lost by those who are unable to take vacation time.

Councilor Herrera made a motion to approve City Manager's Professional Service Contract with an increase to his salary which will be a yearly salary of \$100,000.00 Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Ortiz, Jr. asked City Manager Elmer Martinez if he would accept the proposed offer.

City Manager, Elmer J. Martinez accepted the offer and thanked Mayor and Council for their support.

**COUNCILOR'S REPORTS**

Mayor and Council wished everyone a Merry Christmas and safe and Happy New year.

Councilor Howell asked to have a discussion on revenues to help on issues such as police vehicles needed for our police officers.

Mayor concluded the meeting by thanking all who make sacrafices to move the city forward.

**ADJOURN**

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

Joey Herrera	Yes	Vincent Howell	Yes
Tonita Gurule-Giroń	Yes	David L. Romero	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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Cassandra Fresquez, City Clerk



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 1/7/16**

**DEPT: Community Development**

**MEETING DATE: 1/20/16**

**ITEM/TOPIC:**

Presentation by MainStreet de Las Vegas on the status of deliverables, as per Contract #3083-15.

**ACTION REQUESTED OF COUNCIL:**

None

**BACKGROUND/RATIONALE:**

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

**STAFF RECOMMENDATION:**

N/A

**COMMITTEE RECOMMENDATION:**

N/A

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

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DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

Approved to form 1-26-15

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

This contract entered into this 5 day of August, 2015, and effective July 1, 2015, thru June 30, 2016, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and MainStreet de Las Vegas, a corporation, hereinafter called "Contractor."

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

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

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

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

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

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

**WHEREAS**, the City commits financial support for the next twelve (12) months in the amount of **\$35,000** for the year to be paid to the Contractor under the terms and conditions of this Contract and **\$5,000** in in-kind services (office space, to include utilities, and use of Train Depot conference room when available).

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The City will pay on invoices presented under this Contract where work (described under I. Scope of Work below) has been completed and services provided the City according to the schedule indicated below. Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice. The Contractor shall submit reports and original invoices to the Community

Initial: CS  
Date: 8-15

Development Department with a copy to the City Manager's office. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

## I. SCOPE OF WORK

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

Initial: CC

Date: 8-5-15

## II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work, as well as the goals of the City's Comprehensive Master Plan and Downtown Action Plan, through a collaborative effort between public and private sectors. With consideration to all aspects of the Scope of Work, Contractor will act as a "Brand Champion," promoting Las Vegas' brand New Adventures Down Old Trails.

## III. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work.

## IV. PAYMENT

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

Office space and use of the Train Depot Conference Room (must be prearranged with Depot staff) will be provided as in-kind by the City totaling \$5,000 (\$416.66/month).

## V. INSURANCE

Contractor will furnish City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

## VI. HOLD HARMLESS

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

Initial: EC  
Date: 8.5-15



Contract. The Contractor and the City shall in like manner hold harmless the Contractor and its employees for acts or omissions of the Contractor and City or its employees, officers or agents.

### **VII. DISCLOSURE TO THE CITY**

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

### **VIII. NO FINANCIAL INTEREST**

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

### **IX. PREJUDICE**

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

### **X. POLITICAL ACTIVITY**

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

### **XI. ASSIGNMENT**

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

### **XII. SUBJECT TO LAWS**

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

Initial: cc  
Date: 8-5-15

**XIII. NO FURTHER LIABILITY**

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

**XIV. JURISDICTION**

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

**XV. TERMINATION**

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

**XVI. ENTIRE AGREEMENT**

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

**XVII. AMENDMENT**

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

**XVIII. AUTHORITY TO BIND THE CITY**

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

Initial: CC  
Date: 8-5-15

**XIX. INDEMNIFICATION**

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

**XX. NOTICES**

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

**XXI. BRIBERY AND KICKBACKS**

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

**XXII. TERM**

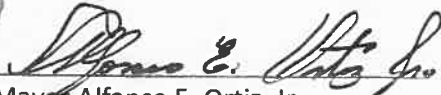
The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the Contract unless notice of termination has been given to the Contractor sixty (60) days prior to the anniversary date of the Contract. Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least sixty (60) days prior to the anniversary date.

**XXIII. APPEAL**

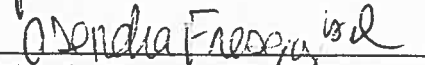
The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

Initial: CC  
Date: 8-5-15

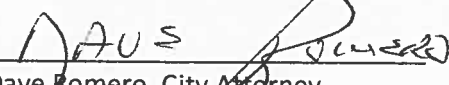
PASSED, APPROVED AND ADOPTED this 5 day of August, 2015.

  
Mayor Alfonso E. Ortiz, Jr.

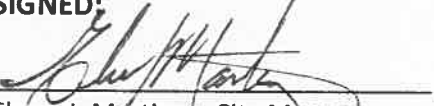
**ATTEST:**

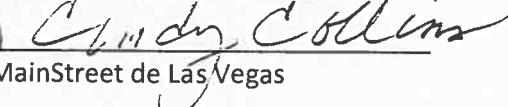
  
Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:**

  
Dave Romero, City Attorney

**SIGNED:**

  
Elmer J. Martinez, City Manager

  
MainStreet de Las Vegas

Initial: JC  
Date: 8-5-15

**AMENDMENT TO AGREEMENT #3083-15  
WITH MAINSTREET DE LAS VEGAS**

The Addendum to Agreement entered into this 23 day of September, 2015, and effective July 1, 2015, thru June 30, 2016, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and MainStreet de Las Vegas, a corporation, hereinafter called the "Contractor."

**WHEREAS**, on August 5, 2015, the City entered into an agreement with the Contractor for the purpose of stimulating economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts; and

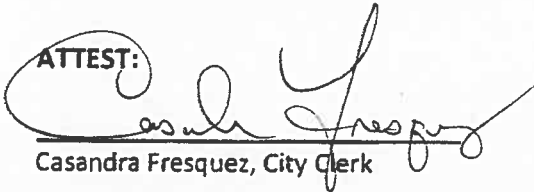
**WHEREAS**, the City wishes to add additional services to the annual agreement that will allow for the planning and implementation of the Las Vegas Electric Light Parade.

**NOW THEREFORE**, the parties agree as follows:

- Contractor shall facilitate and manage the annual Electric Light Parade (first Saturday in December), to include developing a theme, coordinating parade applications, judges, awards, business notification, etc.
- Contractor shall work with the City on street closures and will communicate with other coordinating agencies, to include PNM. Contractor shall arrange event marketing and promotion with the City's Event & Marketing Manager.
- Contractor shall promote MainStreet corridor businesses by encouraging shops to extend hours through the parade.
- Contractor shall report directly to the City Event & Marketing Manager and shall submit monthly status/activity reports, to include an event budget breakdown, for review and approval prior to the City making payment to the Contractor.
- Contractor shall be compensated for the additional services in the amount of \$5,000, to be paid following completion of the event.
- All provisions of the August 5, 2015, contract shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 23 day of September, 2015.

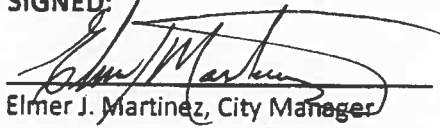
  
Mayor Alfonso E. Ortiz, Jr.

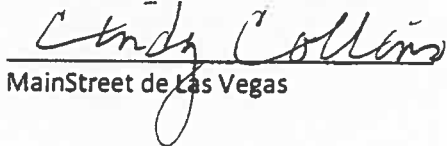
**ATTEST:**  
  
Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:**

  
Dave Romero, City Attorney

**SIGNED:**

  
Elmer J. Martinez, City Manager

  
MainStreet de Las Vegas

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 1/7/16**

**DEPT: Community Development**

**MEETING DATE: 1/20/16**

**ITEM/TOPIC:**

Presentation by the Las Vegas/San Miguel Chamber of Commerce on the status of deliverables, as per Contract #3084-15.

**ACTION REQUESTED OF COUNCIL:**

None

**BACKGROUND/RATIONALE:**

The Las Vegas/San Miguel Chamber of Commerce works collaboratively to support economic development, encourages and welcomes new business, and supports and promotes existing businesses.

**STAFF RECOMMENDATION:**

N/A


**COMMITTEE RECOMMENDATION:**

N/A

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

Approved to form 1-26-15

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

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

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

**WHEREAS**, the Contractor has established the following goals:

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

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

**WHEREAS**, the City commits financial support for the next twelve (12) months in the amount of **\$35,000** for the year to be paid to the Contractor under the terms and conditions of this Contract and **\$7,500** in in-kind services (office space, to include utilities, and use of Train Depot conference room when available).

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

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

Initial: TR  
Date: 8-7-15



## I. SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial: FB  
Date: 5-7-15

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

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

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

## II. EXECUTION OF SCOPE OF WORK

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

## III. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work. The report shall include the status of the activities in the preceding quarter. Contractor shall present the quarterly report to the governing body at the next available meeting following submission to the Community Development Department.

## IV. PAYMENT

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

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

## V. INSURANCE

Contractor will furnish City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

Initial: HK  
Date: 8-7-15

## VI. HOLD HARMLESS

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

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

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

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

## X. POLITICAL ACTIVITY

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

Initial: FR  
Date: 8/7/15

**XI. ASSIGNMENT**

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**XII. SUBJECT TO LAWS**

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**IXV. JURISDICTION**

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

**XV. TERMINATION**

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

**XVI. ENTIRE AGREEMENT**

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

Initial:   H    
Date:   8/20/15

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

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

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

**XXI. BRIBERY AND KICKBACKS**

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

**XXII. TERM**

The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the Contract unless notice of termination has been given to the Contractor sixty (60) days prior to the anniversary date of the Contract. Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least sixty (60) days prior to the anniversary date.

**XXIII. APPEAL**

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

Initial:   *FD*    
Date:   4/2/15

PASSED, APPROVED AND ADOPTED this ~~27~~<sup>29</sup> day of ~~August~~<sup>July</sup>, 2015.

YV

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

**ATTEST:**

Cassandra Fresquez  
Cassandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:**

Dave Romero  
Dave Romero, City Attorney

**SIGNED:**

Elmer J. Martinez  
Elmer J. Martinez, City Manager

[Signature]  
Las Vegas/San Miguel Chamber of Commerce

Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 1/7/16

**DEPT:** Community Development

**MEETING DATE:** 1/20/16

**ITEM/TOPIC:**

Presentation by the Las Vegas/San Miguel Economic Development, Inc. on the status of deliverables, as per Contract #3085-15.

**ACTION REQUESTED OF COUNCIL:**

None

**BACKGROUND/RATIONALE:**

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

**STAFF RECOMMENDATION:**

N/A

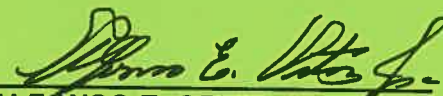
**COMMITTEE RECOMMENDATION:**

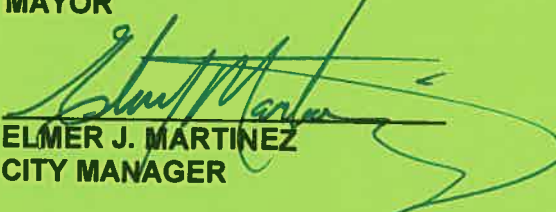
N/A

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

Approved to form 1-26-15

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

City of Las Vegas  
Date

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

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

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

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

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

**WHEREAS**, the City commits financial support for the next twelve (12) months in the amount of **\$42,500** for the year to be paid to the Contractor under the terms and conditions of this Contract.

Initial: UWA  
Date: 8/7/15



**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

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

**I. SCOPE OF WORK**

1. Contractor shall continue to work toward attracting businesses for the DeeBibb Industrial Park and other locations, to include manufacturing businesses that utilize Las Vegas' natural resources, as well as existing business expansion opportunities.
  - a. *Contractor shall report quarterly on the status of the project (See Section IV)*
2. Contractor shall work with the City Community Development Department and others to identify funding for roads and drainage at DeeBibb Industrial Park to provide a more stable infrastructure to support expansion and development.
  - a. *Contractor shall report quarterly on the status of the project (See Section IV)*
3. Contractor, through its staff or designated principal, shall work with City IT personnel to create a web presence for economic development on the City's website. This site will provide links and critical demographic data about resources and amenities, as well as be a recruitment and contact page for key economic development resources.
  - a. *Contractor shall report quarterly on the status of the project, or until completion of the project (See Section IV)*
4. Contractor shall respond to PROs (Professional Recruitment Opportunities) which are submitted by the State in a timely and informed manner targeting responses that will produce jobs that support area resources.
  - a. *Contractor shall report quarterly on the status of this project (See Section IV)*
5. Contractor shall make application to various funding agencies to support economic development.
  - a. *Contractor shall report quarterly on the status of the project (See Section IV)*

Initial: UWH  
Date: 8/7/15

6. Contractor shall actively pursue partnerships with major firms (e.g. Intel, Google, HP) with the goal of creating an incentive program that will enhance telecommuting capabilities and remote tech support in Las Vegas. This includes reaching out to internet providers to stress the demand for infrastructure development in Las Vegas. In addition, Contractor shall partner with New Mexico Highlands University and Luna Community College to encourage the improvement of the technical requirements that will support the jobs of tomorrow (Utilize Bureau of Labor Statistics).

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

7. Contractor shall continue to pursue a Community Commercial Kitchen to provide opportunities for the development and distribution of goods supplied by local growers. Contractor will work in collaboration with the Tri-County Farmer's Market and other related agencies.

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

8. Contractor shall explore possible additions to and/or improvements of eco-tourism opportunities (e.g. Camping, Hot Springs, Hiking, Zip Lines, Fishing, Horseback Riding, Windsurfing, Paddle Boats/Canoes/Kayaks)

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

## II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and above stated economic development goals, as well as the goals of the City's Comprehensive Master Plan, through a collaborative effort between public and private sectors. With consideration to all aspects of the Scope of Work, Contractor will act as a "Brand Champion," promoting Las Vegas' brand *New Adventures Down Old Trails*.

## III. EXECUTION OF RESPONSIBILITIES UNDER CHAPTER 33 OF THE CITY OF LAS VEGAS CODE (FORMERLY ORDINANCE NO. 01-19)

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

## IV. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work. The report shall include the status of the activities in the preceding quarter and will include the Contractor's best estimates as to jobs developed, jobs saved and jobs recruited. Contractor shall present the quarterly report to

Initial:       
Date: 8/2/15

the governing body at the next available meeting following submission to the Community Development Department.

**V. PAYMENT**

Payment to the Contractor shall be quarterly in the amount of **ten thousand six hundred and twenty five dollars (\$10,625.00) each quarter**. The first payment is due with a signing of the contract and shall be deemed to cover the period from **July 1, 2015, to September 30, 2015**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for **\$10,625.00** with each quarterly report. The first such report shall be submitted on **July 1, 2015**. Subsequent reports shall be submitted in the month following the end of the calendar quarter throughout the term of this contract. With proper notice, the Contractor may be requested to present at a meeting of the governing body on the status/progress of this Contract. Payment will be made to the Contractor within ten (10) days of the approval of invoices.

**VI. INSURANCE**

Contractor will furnish City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

**VII. HOLD HARMLESS**

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

**VIII. DISCLOSURE TO THE CITY**

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

Initial: WJA  
Date: 8/7/15

### **IX. NO FINANCIAL INTEREST**

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

### **X. PREJUDICE**

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

### **XI. POLITICAL ACTIVITY**

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

### **XII. ASSIGNMENT**

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

### **XIII. SUBJECT TO LAWS**

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

### **XIV. NO FURTHER LIABILITY**

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

### **XV. JURISDICTION**

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

Initial: WVA  
Date: 8/7/11

## **XVI. TERMINATION**

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

## **XVII. ENTIRE AGREEMENT**

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

## **XVIII. AMENDMENT**

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

## **XIX. AUTHORITY TO BIND THE CITY**

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

## **XX. INDEMNIFICATION**

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

## **XXI. NOTICES**

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

Initial: WMT  
Date: 8/7/15

## XXII. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

## XXIII. TERM

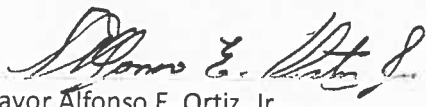
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## XXIV. APPEAL

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

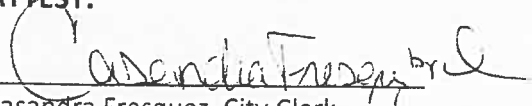
Initial: W. J. [Signature]  
Date: 8/7/13

PASSED, APPROVED AND ADOPTED this 7 day of August, 2015.



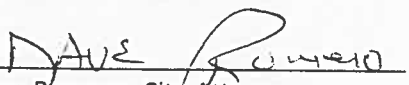
Mayor Alfonso E. Ortiz, Jr.

**ATTEST:**



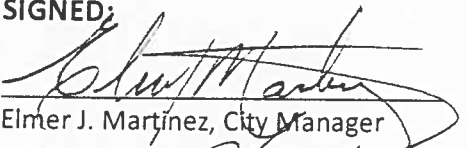
Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:**

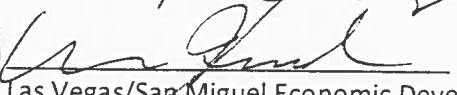


Dave Romero, City Attorney

**SIGNED:**



Elmer J. Martinez, City Manager



Las Vegas/San Miguel Economic Development, Inc.

Initial: WJS  
Date: 8/7/15

**GENERAL FUND REVENUE COMPARISON**  
**THRU DECEMBER 31, 2015 50% OF YEAR LAPSED (6 of 12 months)**  
**FISCAL YEAR 2016**

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2016 % REV
	A	B	C	D	E	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	
PROPERTY TAX	1,350,000	1,350,000	675,000	1,391,886	510,319	38%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	1,775,000	3,372,528	1,799,150	51%
FRANCHISE TAX	800,000	800,000	400,000	845,587	346,736	43%
GROSS RECEIPT TAX .75	2,585,000	2,585,000	1,292,500	2,219,100	1,183,870	46%
1/8 INFRASTRUCTURE	350,000	350,000	175,000	337,769	180,309	52%
GRT .25 (JAN 2011)	680,000	680,000	340,000	664,189	355,093	52%
GRT -HOLD HARMLESS (JULY 2015)	-	(85,000)	-42,500	-	-	0%
LICENSE & FEES	63,000	72,300	36,150	59,636	31,725	44%
INTERGOVERNMENTAL	65,000	66,000	33,000	71,506	38,231	58%
LOCAL-FINES	87,400	62,100	31,050	71,177	28,703	46%
LOCAL-MISC	1,657,930	1,649,530	824,765	1,699,180	881,348	53%
<b>TOTAL</b>	<b>11,188,330</b>	<b>11,079,930</b>	<b>5,539,965</b>	<b>10,732,558</b>	<b>5,355,484</b>	<b>48%</b>

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

**GENERAL FUND EXPENDITURE COMPARISON**  
**THRU DECEMBER 31, 2015 50% OF YEAR LAPSED (6 of 12 months)**  
**FISCAL YEAR 2016**

	<u>Total Budget to Actual Comparison</u>						H (E/B) % BDGT
	A	B	C	D	E	F	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	
JUDICIAL	281,456	282,087	141,044	288,156	136,971	145,116	49%
EXECUTIVE	479,970	480,602	240,301	440,030	225,423	255,179	47%
ADMINISTRATION	253,986	247,913	123,957	210,082	108,528	139,385	44%
CITY ATTORNEY	206,938	213,770	106,885	214,297	107,545	106,225	50%
PERSONNEL/HR	253,741	274,354	137,177	258,657	145,148	129,206	53%
FINANCE	572,076	569,608	284,804	541,037	263,933	305,675	46%
COMMUNITY DEV.	466,064	567,364	283,682	435,919	234,655	332,709	41%
POLICE	4,072,107	3,921,874	1,960,937	3,562,200	1,715,325	2,206,549	44%
CODE ENFORCEMENT	167,755	168,661	84,331	129,052	60,707	107,954	36%
ANIMAL SHELTER	129,000	133,690	66,845	133,687	55,360	78,330	41%
FIRE	1,320,485	1,276,366	638,183	1,162,726	593,793	682,573	47%
PUBLIC WORKS/AIRPORT	705,474	492,606	246,303	579,481	258,327	234,279	52%
PARKS	0	305,020	152,510	0	53,784	251,236	18%
AIRPORT	120,476	0	0	84,281	0	0	0%
LIBRARY	198,041	201,256	100,628	189,396	104,733	96,523	52%
MUSEUM	183,146	192,888	96,444	135,221	70,865	122,023	37%
GENERAL SERVICES	2,509,609	2,649,000	1,324,500	2,013,579	1,105,599	1,543,401	42%
SALARY CONTINGENCY	80,000	50,000	25,000	0	0	50,000	0%
TRANSFERS	355,128	505,058	252,529	355,128	252,428	252,630	50%
<b>TOTAL</b>	<b>12,355,452</b>	<b>12,532,117</b>	<b>6,266,059</b>	<b>10,732,929</b>	<b>5,493,124</b>	<b>7,038,993</b>	<b>44%</b>



**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU DECEMBER 31, 2015 -50% OF YEAR LAPSED 6 OF 12 MONTHS  
FISCAL YEAR 2016**

	A	B	C	D	E	G
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	115,000	100,000	50,000	91,337	49,064	49%
OPEN SWIM	10,000	0	0	504		0%
YAFL	8,000	6,000	3,000	4,472	2,030	34%
YABL	18,000	20,000	10,000	21,284	12,003	60%
SUMMER FUN PROGRAM	30,000	20,000	10,000	20,092	2,593	13%
RECREATION-OTHER	45,300	49,000	24,500	52,227	11,960	24%
GEN FUND TRANSFER	450,000	400,000	200,000	450,000	199,920	50%
<b>TOTAL</b>	<b>676,300</b>	<b>595,000</b>	<b>297,500</b>	<b>639,916</b>	<b>277,570</b>	<b>47%</b>

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU DECEMBER 31, 2015 -50% OF YEAR LAPSED 6 OF 12 MONTHS  
FISCAL YEAR 2016**

	A	B	C	D	E	F	H
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	681,723	552,495	276,248	525,338	286,980	265,515	52%
YAFL	2,500	3,500	1,750	3,791	2,964	536	85%
YABL	5,850	5,000	2,500	2,853	1,726	3,274	35%
OTHER OPERATING EXP.	85,750	68,240	34,120	63,826	31,407	36,833	46%
CAPITAL OUTLAY	4,500	4,000	2,000	5,129	1,994	2,006	50%
<b>TOTAL</b>	<b>780,323</b>	<b>633,235</b>	<b>316,618</b>	<b>600,937</b>	<b>325,071</b>	<b>308,164</b>	<b>51%</b>

**ENTERPRISE FUNDS-REVENUE COMPARISON  
THRU DECEMBER 31, 2015 -50% YEAR LAPSED (6 of 12 months)  
FISCAL YEAR 2016**

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	
WASTE WATER (610)	2,761,000	2,826,738	1,413,369	2,746,113	1,415,859	50%
NATURAL GAS (620)	5,522,000	5,673,000	2,836,500	5,466,778	1,610,437	28%
SOLID WASTE (630)	3,133,500	3,547,294	1,773,647	3,102,767	1,698,284	48%
WATER (640)	4,602,850	4,748,150	2,374,075	4,631,871	2,511,601	53%
<b>Total of Enterprise Funds</b>	<b>16,019,350</b>	<b>16,795,182</b>	<b>8,397,591</b>	<b>15,947,529</b>	<b>7,236,181</b>	<b>43%</b>

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON  
THRU DECEMBER 31, 2015 -50% YEAR LAPSED (6 of 12 months)  
FISCAL YEAR 2016**

	<u>Budget to</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	
WASTE WATER(610)	2,761,000	2,663,075	1,331,538	2,627,866	1,228,457	1,434,618	46%
NATURAL GAS (620)	5,522,000	6,178,945	3,089,473	5,251,844	1,850,435	4,328,510	30%
SOLID WASTE (630)	3,091,854	3,304,516	1,652,258	2,802,509	1,413,521	1,890,995	43%
WATER (640)	4,941,528	5,282,913	2,641,457	4,506,829	3,305,777	1,977,136	63%
<b>Total of Enterprise Funds</b>	<b>16,316,382</b>	<b>17,429,449</b>	<b>8,714,725</b>	<b>15,189,048</b>	<b>7,798,190</b>	<b>9,631,259</b>	<b>45%</b>

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 01/04/2016 DEPT: FINANCE MEETING DATE: 01//20/2016**

**ITEM/TOPIC: RESOLUTION 16-03**

**ACTION REQUESTED OF COUNCIL: APPROVAL/DISAPPROVAL OF  
RESOLUTION 16-03**

**BACKGROUND/RATIONALE: THE CITY OF LAS VEGAS IS IN NEED OF  
INCREASING OR DECREASING THE FY2016 BUDGETED REVENUES OR  
EXPENDITURES, TRANSFERS TO OR TRANSFERS FROM WITHIN VARIOUS  
FUNDS.**

**STAFF RECOMMENDATION: APPROVAL**

**COMMITTEE RECOMMENDATION:**

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
BUDGET ADJUSTMENT RESOLUTION NO. 16-03

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

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

**WHEREAS**, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds, additional loan funds from New Mexico Finance Authority State that need to be included in project funds, and;

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

**WHEREAS**, it is the majority opinion of this Council that the budget adjustments meet the requirements as currently determined for fiscal year 2016;

**NOW, THEREFORE**, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS 20th DAY OF January 2016.

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

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

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

Resolution

CITY OF LAS VEGAS  
RESOLUTION 16-03

16-03 Fund	Revenues	Transfers	Expenditures	
101 US Marshals Service	\$ 7,000		\$ 7,000	Police Department Overtime
203 NM Fire Protection Fund	\$ 40,000		\$ 40,000	Communication & Rescue Purposes
221 Justice Assistance Grant	\$ 34,847		\$ 34,847	O/T,Confidential/VehMainty/ContServ
253 Traffic Safety Bureau	\$ 28,859		\$ 28,859	O/T Traffic Safety Bureau Grants
260 NM Fire Marshals WIPP Grt			\$ 6,000	Personnel Protective Equipment
271 CDWI Gant	\$ 5,330		\$ 5,330	O/T
468 Recreation -Reconstruction	\$2,801,121		\$2,801,121	Phase I & II Reconstruction

Total \$ 2,917,157 \$ - \$ - \$ 2,923,157

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/08/16

DEPT: Public Works

MEETING DATE: 1/20/16

ITEM/TOPIC: Bid #2016-20 for the Transportation Alternatives Program (TAP) Riverwalk Pedestrian Bicycle Trail (CN-4100930) Project

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Bid #2016-20 20 for the Transportation Alternatives Program (TAP) Riverwalk Pedestrian Bicycle Trail (CN-4100930) Project

**BACKGROUND/RATIONALE:** Award bid #2016-20 for the *Transportation Alternatives Program (TAP) Riverwalk Pedestrian Bicycle Trail (CN-4100930)*, was opened on November 18, 2015. Four (4) Offerors submitted a bid of which H.O. Construction was the lowest bidder. The Offeror has met all specifications and licensing requirements as certified by the Engineer and the NMDOT. The bid was in the amount of \$202,115.89 inclusive of NMGRT.

**STAFF RECOMMENDATION:** Award bid to lowest Offeror H.O. Construction

**COMMITTEE RECOMMENDATION:** -NA-

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 MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)



December 16, 2015

NMDOT North Region Design  
Attn: Lawrence Lopez, P.E.  
1120 Cerrillos Road  
Santa Fe, NM 87505

**RE: River Walk Pedestrian and Bicycle Trail, NM 4100930  
Bid Tabulation & Recommendation of Award**

Dear Mr. Lawrence:

We have tabulated the bids received at the bid opening held November 18, 2015 for the above referenced project. As shown on the attached certified Bid Tabulation, the apparent low bidder is H.O. Construction, Inc. of Albuquerque, New Mexico.

Based on their lowest responsive bid and the information attached, we recommend that the Base Bid for the River Walk Pedestrian and Bicycle Trail to be awarded to H.O. Construction, Inc. in the amount of \$202,115.89 inclusive of NMGRT.

If you have any questions or need any additional information, please feel free to contact our office.

MILLER ENGINEERING CONSULTANTS, INC

Verlyn A. Miller, P.E.  
President

VAM:vam  
Enclosures

Cc: File

Concurrence:

Lawrence Lopez, P.E.  
NMDOT Assistant North Region Manager



November 23, 2015

City of Las Vegas  
Mr. Martin Gonzales  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

**RE: River Walk Pedestrian and Bicycle Trail, NM 4100930  
Bid Tabulation & Recommendation of Award**

Dear Mr. Gonzales:

We have tabulated the bids received at the bid opening held November 18, 2015 for the above referenced project. As shown on the attached certified Bid Tabulation, the apparent low bidder is H.O. Construction, Inc. of Albuquerque, New Mexico.

We have consulted the website of the New Mexico Regulation & Licensing Department, Construction Industries Division and have verified that H.O. Construction, Inc. has an active New Mexico Contractor License Number of 85027. The attached printout indicates that they currently hold GF09, GA03, GS04, GB98, & GA01 license classifications. Based on our review of the description of each license classification, it appears that H.O. Construction, Inc. has the proper license classifications to accomplish the scope of work outlined for this contract. H.O. Construction, Inc. has listed one subcontractors for this project, BSN Santa Fe for testing.

We have also verified H.O. Construction, Inc. has a current and active Public Works Minimum Wage Rate Act Registration Number of 0576220060825 as per the NM Department of Labor Website. Their bonding company, Westchester Fire Insurance Company, has an active license to conduct business within New Mexico. Upon initial review of the bid documents submitted by H.O. Construction, Inc., it appears that they have properly completed the bid documents required for the project.

Based on their lowest responsive bid and the information verified above, we recommend that the Base Bid for the River Walk Pedestrian and Bicycle Trail to be awarded to H.O. Construction, Inc. in the amount of \$202,115.89 inclusive of NMGRT.

If you have any questions or need any additional information, please feel free to contact our office.

MILLER ENGINEERING CONSULTANTS, INC.

Verlyn A. Miller, P.E.  
President

VAM:vam  
Enclosures

Cc: Ms. Heather Sandoval, NMDOT  
Mr. Lawrence Lopez, NMDOT



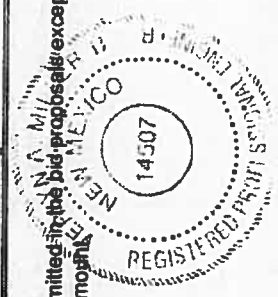
**BID TABULATION**  
**River Walk Pedestrian and Bicycle Trail, CN 4100930**  
**City of Las Vegas, New Mexico**  
**BID OPENING: November 18, 2015 @ 3:00PM**

Base Bid			Engineers Estimate			H.O. Construction			Century Club Construction			
SEQ NO.	NMSHTD ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	201000	Cleaning and Grubbing	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	203000	Unclassified Excavation	CU.YD.	200	\$ 9.00	\$ 1,800.00	\$ 18.00	\$ 3,600.00	\$ 18.00	\$ 3,600.00	\$ 18.00	\$ 3,600.00
3	203100	Borrow	CU.YD.	1,400	\$ 18.00	\$ 25,200.00	\$ 9.00	\$ 12,600.00	\$ 28.00	\$ 39,200.00	\$ 28.00	\$ 39,200.00
4	207000	Subgrade Preparation	SQ.YD.	2,000	\$ 4.00	\$ 8,000.00	\$ 3.00	\$ 6,000.00	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00
5	303140	Base Course - 4"	SQ.YD.	2,000	\$ 8.00	\$ 12,000.00	\$ 9.00	\$ 18,000.00	\$ 9.00	\$ 18,000.00	\$ 9.00	\$ 18,000.00
6	417000	Miscellaneous Paving	SQ.YD.	1,850	\$ 19.00	\$ 31,350.00	\$ 18.00	\$ 29,700.00	\$ 20.00	\$ 33,000.00	\$ 20.00	\$ 33,000.00
7	511000	Structural Concrete Class A	C.Y.	35	\$ 500.00	\$ 17,500.00	\$ 560.00	\$ 19,600.00	\$ 275.00	\$ 9,825.00	\$ 275.00	\$ 9,825.00
8	540060	Reinforcing Bars Grade 60	LBS	3,800	\$ 2.00	\$ 7,600.00	\$ 1.50	\$ 5,700.00	\$ 2.00	\$ 7,600.00	\$ 2.00	\$ 7,600.00
9	570012	12" Culvert Pipe	LIN.FT.	45	\$ 50.00	\$ 2,250.00	\$ 18.00	\$ 810.00	\$ 21.00	\$ 845.00	\$ 21.00	\$ 845.00
10	570024	24" Culvert Pipe	LIN.FT.	85	\$ 70.00	\$ 4,550.00	\$ 35.00	\$ 2,275.00	\$ 31.00	\$ 2,015.00	\$ 31.00	\$ 2,015.00
11	602010	Rip Rap Class B	CU.YD.	8.0	\$ 125.00	\$ 1,000.00	\$ 125.00	\$ 1,000.00	\$ 185.00	\$ 1,560.00	\$ 185.00	\$ 1,560.00
12	607079	Pedestrian/Bicycle Railing	SQ.YD.	270	\$ 85.00	\$ 22,950.00	\$ 170.00	\$ 45,900.00	\$ 140.00	\$ 37,800.00	\$ 140.00	\$ 37,800.00
13	808004	Concrete Sidewalk 4"	LIN.FT.	11	\$ 50.00	\$ 550.00	\$ 90.00	\$ 990.00	\$ 100.00	\$ 1,100.00	\$ 100.00	\$ 1,100.00
14	808200	Header Curb	LIN.FT.	270	\$ 20.00	\$ 5,400.00	\$ 22.00	\$ 5,940.00	\$ 17.00	\$ 4,590.00	\$ 17.00	\$ 4,590.00
15	818000	Traffic Control Management	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
16	821000	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
17	632000	Class A Seeding	ACRE	0.10	\$ 1,500.00	\$ 150.00	\$ 3,500.00	\$ 350.00	\$ 7,880.00	\$ 7,880.00	\$ 7,880.00	\$ 7,880.00
18	632100	Sleep Slope Seeding	ACRE	0.20	\$ 10,000.00	\$ 2,000.00	\$ 700.00	\$ 140.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
19	667300	Masonry Block Wall	SQ.FT.	925	\$ 15.00	\$ 13,875.00	\$ 12.00	\$ 11,100.00	\$ 27.00	\$ 24,975.00	\$ 27.00	\$ 24,975.00
20	701000	Panel Signs	SQ.FT.	48	\$ 25.00	\$ 1,200.00	\$ 24.00	\$ 1,152.00	\$ 20.00	\$ 960.00	\$ 20.00	\$ 960.00
21	701100	Steel Post and Base Post for Aluminum Panel Sign	LIN.FT.	165	\$ 25.00	\$ 4,125.00	\$ 18.00	\$ 2,640.00	\$ 14.00	\$ 2,310.00	\$ 14.00	\$ 2,310.00
22	702810	Traffic Control Devices for Construction	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
23	704000	Retroreflectized Painted Markings - 4"	LIN.FT.	3,600	\$ 0.75	\$ 2,700.00	\$ 0.24	\$ 864.00	\$ 1.00	\$ 3,600.00	\$ 1.00	\$ 3,600.00
24	801000	Construction Staking by the Contractor	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 10,500.00	\$ 10,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
<b>SUBTOTAL</b>						\$ 183,700.00		\$ 186,461.00		\$ 249,249.00		\$ 249,249.00
<b>NMGR @ 8.3955%</b>						\$ 15,423.08		\$ 15,654.88		\$ 20,926.45		\$ 20,926.45
<b>TOTAL</b>						\$ 199,123.08		\$ 202,116.88		\$ 270,175.45		\$ 270,175.45

**BID TABULATION**  
**River Walk Pedestrian and Bicycle Trail, CN 4100930**  
**City of Las Vegas, New Mexico**  
**BID OPENING: November 18, 2015 @ 3:00PM**

NO.	ITEM NO.	DESCRIPTION	UNIT	QTY	Engineers Estimate		Crespin Paving		Slab Paving	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	201000	Cleaning and Grubbing	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	203000	Unclassified Excavation	CU.YD	200	\$ 9.00	\$ 1,800.00	\$ 12.00	\$ 2,400.00	\$ 20.00	\$ 4,000.00
3	203100	Borrow	CU.YD	1,400	\$ 18.00	\$ 25,200.00	\$ 10.00	\$ 14,000.00	\$ 35.00	\$ 49,000.00
4	207000	Subgrade Preparation	SQ.YD	2,000	\$ 4.00	\$ 8,000.00	\$ 8.00	\$ 16,000.00	\$ 2.50	\$ 5,000.00
5	303140	Base Course - 4"	SQ.YD	2,000	\$ 6.00	\$ 12,000.00	\$ 12.00	\$ 24,000.00	\$ 8.00	\$ 16,000.00
8	417000	Miscellaneous Paving	SQ.YD	1,650	\$ 19.00	\$ 31,350.00	\$ 32.00	\$ 52,800.00	\$ 17.00	\$ 28,050.00
7	511000	Structural Concrete Class A	C.Y.	36	\$ 500.00	\$ 17,500.00	\$ 600.00	\$ 21,600.00	\$ 900.00	\$ 31,500.00
8	540080	Reinforcing Bars Grade 80	LBS	3,800	\$ 2.00	\$ 7,600.00	\$ 1.97	\$ 7,488.00	\$ 2.60	\$ 9,900.00
9	570012	12" Culvert Pipe	LIN.FT.	45	\$ 50.00	\$ 2,250.00	\$ 38.00	\$ 1,710.00	\$ 60.00	\$ 2,700.00
10	570024	24" Culvert Pipe	LIN.FT.	85	\$ 70.00	\$ 5,950.00	\$ 85.00	\$ 7,225.00	\$ 85.00	\$ 7,225.00
11	802010	Rip Rap Class B	CU.YD	8.0	\$ 125.00	\$ 1,000.00	\$ 125.00	\$ 1,000.00	\$ 500.00	\$ 4,000.00
12	807079	Pedestrian/Bicycle Railing	LIN.FT.	270	\$ 85.00	\$ 22,950.00	\$ 85.00	\$ 22,950.00	\$ 140.00	\$ 37,800.00
13	808004	Concrete Sidewalk 4"	SQ.YD	11	\$ 50.00	\$ 550.00	\$ 85.00	\$ 935.00	\$ 72.00	\$ 792.00
14	808200	Header Curb	LIN.FT.	270	\$ 20.00	\$ 5,400.00	\$ 38.00	\$ 10,260.00	\$ 30.00	\$ 8,100.00
15	818000	Traffic Control Management	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00
18	821000	Mobilization	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 29,000.00	\$ 29,000.00
17	832000	Class A Seeding	ACRE	0.10	\$ 1,500.00	\$ 150.00	\$ 2,000.00	\$ 200.00	\$ 23,100.00	\$ 2,310.00
18	832100	Steep Slope Seeding	ACRE	0.20	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00	\$ 17,600.00	\$ 3,620.00
19	867300	Masonry Block Wall	SQ.FT.	925	\$ 15.00	\$ 13,875.00	\$ 48.49	\$ 43,003.25	\$ 28.00	\$ 24,050.00
20	701000	Panel Signs	SQ.FT.	48	\$ 25.00	\$ 1,200.00	\$ 26.00	\$ 1,248.00	\$ 20.00	\$ 960.00
21	701100	Steel Post and Base Post for Aluminum Panel Sign	LIN.FT.	185	\$ 25.00	\$ 4,125.00	\$ 35.00	\$ 5,775.00	\$ 13.15	\$ 2,189.75
22	702810	Traffic Control Devices for Construction	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00
23	704000	Retroreflectized Painted Markings - 4"	LIN.FT.	3,800	\$ 0.75	\$ 2,700.00	\$ 2.50	\$ 9,500.00	\$ 0.80	\$ 2,880.00
24	801000	Construction Staking By the Contractor	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,100.00	\$ 8,100.00
<b>SUBTOTAL</b>					\$	\$ 183,700.00	\$	\$ 288,392.25	\$	\$ 297,956.75
<b>NMGRT @ 6.3968%</b>					\$	\$ 15,423.08	\$	\$ 22,533.68	\$	\$ 25,015.85
<b>TOTAL</b>					\$	\$ 199,123.08	\$	\$ 290,925.93	\$	\$ 322,972.60

I hereby certify that the above figures are the same as those submitted in the bid proposals except for corrected items marked with and (\*\*) or footnote. Unit Price Governs  
 1 No unit price provided. Unit price established based on total amount.



*Verlyn A. Miller*  
 Verlyn A. Miller, P.E.  
 11/23/15

**WEST BEND  
MUTUAL  
INSURANCE  
COMPANY (NAIC  
#15350)**

[Back to Top](#)

**BUSINESS ADDRESS:** 1900 South 18th Avenue, West Bend, WI 53095. **PHONE:** (262) 334-5571. **UNDERWRITING LIMITATION b/:** \$54,203,000. **SURETY LICENSES c,f/:** IL, IN, IA, KS, KY, MI, MN, MO, NE, OH, WI. **INCORPORATED IN:** Wisconsin.

**Westchester Fire  
Insurance  
Company (NAIC  
#10030)**

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**BUSINESS ADDRESS:** 436 WALNUT STREET, P.O. BOX 1000, Philadelphia, PA 19106. **PHONE:** (215) 640-1000. **UNDERWRITING LIMITATION b/:** \$104,497,000. **SURETY LICENSES c,f/:** AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MP, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. **INCORPORATED IN:** Pennsylvania.

**Western Bonding  
Company (NAIC  
#13191)**

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**BUSINESS ADDRESS:** 675 West Moana Lane, Suite 200, Reno, NV 89509. **PHONE:** (775) 829-6650. **UNDERWRITING LIMITATION b/:** \$351,000. **SURETY LICENSES c,f/:** NV, UT. **INCORPORATED IN:** Utah.



# New Mexico E-Services for Contractor Licensing



**Home Page**

**Company Details**

Company Name	H.O. CONSTRUCTION, INC.	License Number	85027
Phone Number	5058730554	License Status	Active
Issue Date	03/26/2001	Expiry Date	03/31/2016
Volume	\$1000000.00 +		

**Address**

4132 SHELDON SE			
City	ALBUQUERQUE		
State	NM	Zip Code	87105

**QP Details**

<b>Name</b>	<b>Certificate No</b>	<b>Classification</b>	<b>Attach Date</b>	<b>Status</b>
<u>HORACIO A ORTIZ</u>	100753	GS04	03/26/2001	Attached
<u>HORACIO A ORTIZ</u>	100753	GA03	03/26/2001	Attached
<u>HORACIO A ORTIZ</u>	100753	GA01	06/11/2002	Attached
<u>HORACIO A ORTIZ</u>	100753	GB98	06/11/2002	Attached
<u>ROBERT ERIC TOLEDO</u>	377155	GF09	01/23/2013	Attached

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# Contractor Registration

Contractor Registration

## Search Contractors

Search for active contractors in good standing:

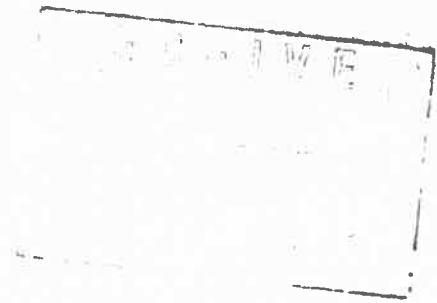
Enter either a Registraton Number **OR** any part of Contractor Name

Registration Number

Contractor Name

### Registered Contractors in Good Standing

Contractor Name Contractor Name 2	Address City	State Zip	Phone # RegNumber	Reg Date ExpDate
H.O. Construction, Inc.	PO Box 9468	NM	5058730554	5/12/2015
	Albuquerque	87119	0576220060825	5/12/2017



*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**  
MOVING THE STATE FORWARD

PS&E Section  
PO Box 1149  
Santa Fe, NM 87504-1149

REQUIRED DOCUMENTS  
FOR  
BID SUBMITTAL

*RIVER WALK PEDESTRIAN AND  
BICYCLE TRAIL*

CN/Project No.: 4100930

County: San Miguel County

Termini: \_\_\_\_\_

Contractor: H.O. Construction, Inc.



MILLER ENGINEERING CONSULTANTS

Engineers • Planners

**ADDENDUM #1**

To: All Planholders

Date: October 27, 2015

RE: **River Walk Pedestrian and Bicycle Trail**  
CN 4100930

**Description of Changes:**

- 1) The Bid Opening Time has been moved to November 18, 2015 at 3:00 PM

**General:**

- All bidders must acknowledge Addendum #1 on Bid Proposal.
- All other requirements associated with the bidding of this project including the bid opening date and time will remain unchanged.

MILLER ENGINEERING CONSULTANTS, INC.

 10/27/15  
Verlyn A. Miller, P.E. Date



BIDDER INFORMATION

BIDDER: H.O. Construction, Inc

AUTHORIZED AGENT: Horacio Ortiz

ADDRESS: PO Box 9468 Albuquerque NM 87119

TELEPHONE NUMBER (505) 873-0554

FAX NUMBER (505) 452-0844

DELIVERY: Horacio Ortiz

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0775401424

NEW MEXICO CONTRACTORS LICENSE NO.: 85027

BID ITEM (S): 1-24 (Base Bid)

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

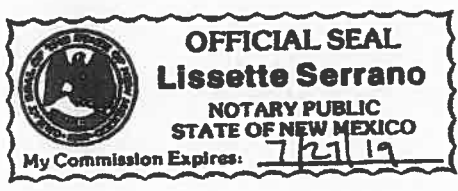
COUNTY OF Bernalillo

I Horacio Ortiz, 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.

[Signature]  
Signature

Subscribed and sworn to before me, this 17 day of November, 2015.

(SEAL)



[Signature]  
Notary Public Signature  
My Commission Expires: 7/27/19



**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: **H.O. CONSTRUCTION INC**  
DBA: **H.O. CONSTRUCTION INC.**  
**PO BOX 9468**  
**ALBUQUERQUE, NM 87119-9468**

Expires: **12-Mar-2018**

Certificate Number:

**L0775401424**

*Demesia Padilla*

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

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: 95-0478095  
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): 02-462973-001

NEW MEXICO DEPARTMENT OF TRANSPORTATION

BID NUMBER: 4100930

River Walk Pedestrian and Bicycle Trail

THE CONTRACTOR MUST BID ON ALL ITEMS, ENTER ALL UNIT PRICES,  
MAKE ALL EXTENSIONS AND TOTAL THE BID.

CONTRACTOR H.O. Construction, Inc

TOTAL AMOUNT BID \$ 203,481.68

## New Mexico Department of Transportation

### BID FORM

NAME H.O. Construction, Inc. TELEPHONE No. (305) 873-0554  
ADDRESS PO Box 9462 Albuquerque NM 87119  
\*CONTRACTOR'S LICENSE No. 85027 \* LICENSE CLASSIFICATION CPA, LPA3, G892, G504, 6F  
\*RESIDENT BIDDER CERTIFICATE No. 104495388

\* Not Required for Bidding on Federal-Aid Projects

#### TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION:

The undersigned proposes to construct this New Mexico project in accordance with the current Standard Specifications for Highway and Bridge Construction, the plans, the Bid Schedule, the Special Provisions, Supplemental Specifications, the Disadvantaged Business Enterprise ("DBE") Program and all other contract documents of the New Mexico Department of Transportation ("Department"), the contents of which are incorporated by reference herein, and certifies to furnish and deliver all the materials and to do all work and labor required for the construction of New Mexico CN/Project No. 4100930 in San Miguel County, on a Bike Pedestrian trail located in Las Vegas between Jackson Street and Grand Avenue, being approximately 2,150 feet in length, at the prices stated in the Bid Schedule. The undersigned also certifies that it has examined the site of the proposed work, the material pits, the haul roads, the Standard Specifications, the plans, the Bid Schedule, the Special Provisions, Supplemental Specifications and all other contract documents before submitting the bid and is satisfied as to the requirements therein. As further consideration for the award of this contract, the undersigned agrees to the following terms, conditions and acknowledgments:

1. To execute the standard form contract and to furnish contract payment and performance bonds in the amount of One Hundred Percent (100%) of the total price of this bid within fifteen (15) days after receiving notification of the acceptance of this bid, and failing to do so, to forfeit the accompanying check or bid bond to the Department as liquidated damages, and the Department may proceed to award the contract to others.

2. To commence work within 15 days, or such additional time as may be allowed in writing by the Department, after notification of award of contract, and to substantially complete the contract, as awarded, in 60 days\* and ready for final payment within 75 days\*.

\*Weather Working Days

3. The undersigned declares that it is the only entity or party interested in the bid as principal and that its officers, employees, subsidiaries or parent corporations (check box a. or b. as appropriate):

a. have not in any way participated in any activities in restraint of trade, or been debarred with relation to public contracts either in the State of New Mexico or any other State of the United States or on any federally-assisted contract during the five-year period immediately preceding this bid or either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

b. have participated in activities in restraint of trade with relation to public contracts either in the State of New Mexico or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding this bid or entered into collusion, or restraint of free competitive bidding on this contract, and are of the opinion that they are a responsible bidder entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

4. In accordance with the contract, plans and specifications to repair, maintain and guarantee all work performed thereunder until accepted by the Department.

5. The bidder, hereby certifies that it has  has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that it has , has not , filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

6. We acknowledge receipt of the following Addenda:

No.	DATE	No.	DATE
<u>1</u>	<u>10-27-15</u>		

7. The undersigned agrees that any and all claims that the undersigned may have for overcharges resulting from antitrust violations as to goods, services and materials purchased in connection with this bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The undersigned further agrees to require its Subcontractors to assign any and all such claims for overcharges to the State, but only to the extent such overcharges are passed on to the State, by executing an assignment on a form obtainable from the Engineer prior to the commencement of work by a Subcontractor. The undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State.

8. The undersigned tenders herewith, as a bid guarantee for which receipt has been given, a certified check, bid bond, cashier's check, postal money order or bank money order in the amount of at least 5% of the amount bid drawn to the order of the New Mexico Department of Transportation.

Organization: H.B. Construction, Inc.  
By: \_\_\_\_\_  
Title: President

STATE OF New Mexico )  
COUNTY OF Bernillo ) ss

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS:

11 DAY OF November, 2015

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: July 27, 2019



BID LOT #1 River Walk Pedestrian and Bicycle Trail - 4100930

SEQ. NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	201000	Clearing and Grubbing	L.S.	1	\$ 1800.00	\$ 1800.00 -
2	203000	Unclassified Excavation	CU.YD.	200	\$ 18.00	\$ 3600.00
3	203100	Borrow	CU.YD.	1,400	\$ 9.00	\$ 12600.00
4	207000	Subgrade Preparation	SQ.YD.	2,000	\$ 3.00	\$ 6000.00-
5	303140	Base Course - 4"	SQ.YD.	2,000	\$ 9.00	\$ 18000.00
6	417000	Miscellaneous Paving	SQ.YD.	1,850	\$ 18.00	\$ 29700.00
7	511000	Structural Concrete Class A	C.Y.	35	\$ 560.00	\$ 19600.00
8	540080	Reinforcing Bars Grade 80	LBS	3,800	\$ 1.50	\$ 5700.00 -
9	570012	12" Culvert Pipe	LIN.FT.	45	\$ 18.00	\$ 810.00
10	570024	24" Culvert Pipe	LIN.FT.	65	\$ 35.00	\$ 2275.00 -
11	602010	Rip Rap Class B	CU.YD.	8.0	\$ 125.00	\$ 1000.00 -
12	607079	Pedestrian/Bicycle Railing	LIN.FT.	270	\$ 170.00	\$ 45900.00
13	608004	Concrete Sidewalk 4"	SQ.YD.	11	\$ 90.00	\$ 990.00
14	609200	Header Curb	LIN.FT.	270	\$ 22.00	\$ 5940.00 -
15	618000	Traffic Control Management	L.S.	1	\$ 1200.00	\$ 1200.00
16	621000	Mobilization	L.S.	1	\$ 3500.00	\$ 3500.00
17	632000	Class A Seeding	ACRE	0.10	\$ 3500.00	\$ 350.00 -
18	632100	Steep Slope Seeding	ACRE	0.20	\$ 700.00	\$ 1400.00 -
19	667300	Masonry Block Wall	SQ.FT.	925	\$ 12.00	\$ 11100.00
20	701000	Panel Signs	SQ.FT.	48	\$ 24.00	\$ 1152.00 -
21	701100	Steel Post and Base Post for Aluminum Panel Signs	LIN.FT.	165	\$ 16.00	\$ 2640.00 -
22	702810	Traffic Control Devices for Construction	L.S.	1	\$ 1100.00	\$ 1100.00
23	704000	Retroreflectorized Painted Markings - 4"	LIN.FT.	3,800	\$ 0.24	\$ 864.00 -
24	801000	Construction Staking By the Contractor	L.S.	1	\$ 10500.00	\$ 10500.00-
SUBTOTAL CONSTRUCTION						\$ 187,721.00
NMGR @ 8.3958%						\$ 15,760.68
TOTAL CONSTRUCTION COST						\$ 203,481.68

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

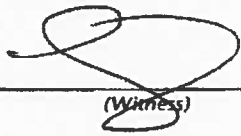
KNOW ALL MEN BY THESE PRESENTS, that we H.O. CONSTRUCTION, INC.  
4132 Sheldon St. SE, Albuquerque, New Mexico 87105  
as Principal, hereinafter called the Principal, and WESTCHESTER FIRE INSURANCE COMPANY  
320 Osuna NE, Suite G-1, Albuquerque, New Mexico 87107  
a corporation duly organized under the laws of the State of Pennsylvania  
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF LAS VEGAS  
1700 N. Grand Ave., Las Vegas, New Mexico  
as Obligee, hereinafter called the Obligee, in the sum of

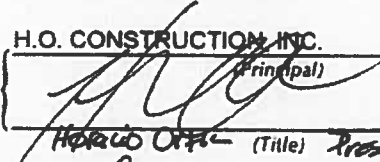
FIVE PERCENT (5%) OF THE AMOUNT BID--- Dollars (\$ \_\_\_\_\_ ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

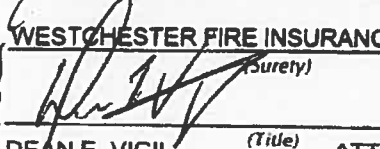
WHEREAS, the Principal has submitted a bid for  
RIVER WALK PEDESTRIAN & BICYCLE TRAIL

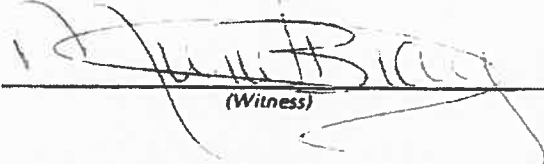
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the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

Signed and sealed this 18TH day of NOVEMBER 2015

  
\_\_\_\_\_  
(Witness)

  
H.O. CONSTRUCTION, INC.  
\_\_\_\_\_  
(Principal) (Seal)  
Horacio Ortiz (Title) President

  
WESTCHESTER FIRE INSURANCE COMPANY  
\_\_\_\_\_  
(Surety) (Seal)  
DEAN E. VIGIL (Title) ATTORNEY-IN-FACT

  
\_\_\_\_\_  
(Witness)







# NOTICE TO CONTRACTORS

## SUBCONTRACTORS FAIR PRACTICES ACT COMPLIANCE Revised 1-Sep-2005

CN 4100930

### SUBCONTRACTOR(S)

NAME OF SUBCONTRACTOR AND LOCATION OF PLACE OF BUSINESS
BSN SANTA FE, NEW MEXICO

Contractor: H.O. Construction, Inc.  
By: [Signature]  
Title: President  
Date: 11-16-15

New Mexico  
State Highway and Transportation Department

NON-DEPARTMENT CERTIFICATION

1. Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transactions," "deferred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage

sections of the rules implementing Executive Order 12540. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," specified by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Such participant may, but is not required to, check the Nonprocurement List (Tel. (505) 627-5570).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

II. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

STATE OF New Mexico )  
COUNTY OF Bernalillo ) SS

Horacio Ortiz being first  
(President or duly authorized Company official

duly sworn deposes and says that he is President

\_\_\_\_\_ of \_\_\_\_\_  
(official capacity)

H.O. Construction, Inc. with the intention of becoming  
(Name of Company)

a primary participant on New Mexico Highway Construction

Project CN: 4100930  
(Project Number)

and that he certifies to the best of his knowledge and belief that said company and its principals:

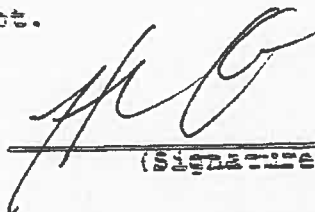
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract

under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(e) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and


(f) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

\_\_\_\_\_  
I hereby certify that I am not.

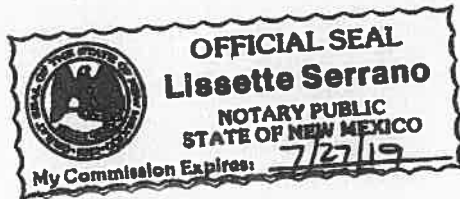
  
\_\_\_\_\_  
(Signature)

Horacio Ortiz  
\_\_\_\_\_  
(Print Name)

SUBSCRIBED AND SWORN to before me a Notary Public this 11  
day of November, 2015

  
\_\_\_\_\_  
Notary Public

My commission expires: 7/27/19



NOTICE TO CONTRACTORS

March 14, 1946

CONTRACTS FOR THE CONSTRUCTION OF THE

... ..

... ..

(2) ... ..

... ..

... ..

## 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) \_\_\_\_\_

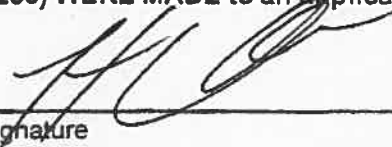
\_\_\_\_\_  
Signature

\_\_\_\_\_  
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

11-17-15  
\_\_\_\_\_  
Date

President  
\_\_\_\_\_  
Title (Position)

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input checked="" type="radio"/> a. contract  <input type="radio"/> b. grant  <input type="radio"/> c. Cooperative agreement  <input type="radio"/> d. loan              <input type="radio"/> e. loan guarantee              <input type="radio"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="radio"/> a. bid/offer/application  <input type="radio"/> b. Initial award  <input type="radio"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="radio"/> a. initial filing  <input type="radio"/> b. material change          For Material Change Only:          year _____ quarter _____          _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee              Tier _____, if known:          Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description          CFDA Number, if applicable: _____</p>
<p>8. Federal Action Number, if known: _____</p>		<p>9. Award Amount, if known: <u>5</u> <span style="float: right;">N/A</span></p>
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: center; font-size: 2em;">N/A</p> <p style="text-align: right;">(attach Continuation Sheet(s))</p>		<p>b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p style="text-align: center; font-size: 2em;">N/A</p> <p style="text-align: right;">SF-LLL-A, if necessary)</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ <u>N/A</u>    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>		<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input checked="" type="checkbox"/> b. in-kind; specify: nature <u>N/A</u> value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached:                      Yes                      No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>		<p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Harold Ortiz</u></p> <p>Title: <u>President</u></p> <p>Telephone No.: <u>858-873-0574</u> Date: <u>11-17-15</u></p>
<p>Authorized for Local Reproduction Standard Form-LLL</p>		

**New Mexico Pay Equity Reporting Acknowledgement  
Executive Order 2009-049**

Contractor: H.O. Construction, Inc.  
Control No.: 4100930

Note: The Executive Order and required forms can be obtained from the following link:  
[http://www.generalservices.state.nm.us/spd/pay\\_e.html](http://www.generalservices.state.nm.us/spd/pay_e.html)

Contractor agrees if it has ten (10) or more 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 required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

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 required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

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) calendar 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 these reporting requirements 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 threshold 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) calendar 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 itself.

Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.

By signing this form Contractor acknowledges that it will comply with these requirements

Signature

Date

10-17-15

**NOTICE TO CONTRACTORS****DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
RACE-CONSCIOUS MEASURES**

October 18, 2010

**4100930**

This Project is subject to race-conscious measures. The established DBE Goal for this project is 0 %.

At the time the bid is submitted to the Department, **ALL BIDDERS** as indicated below, shall establish whether it can or cannot meet the established DBE goal and shall complete, sign and submit Form No. A-585, DBE A-1 Pages 1 and 2 indicating the subcontractors/suppliers that it will use if awarded the project. Each Bidder is responsible for confirming that each DBE it intends to utilize is currently certified. To do so, Bidders should confirm the DBE firm's status by accessing the DBE Directory at <http://nmdot.dbesystem.com>. Any questions about accessing the Directory or properly completing the forms can be addressed to the:

Construction and Civil Rights Bureau (CCRB), 1570 Pacheco Street, Suite A-10, Santa Fe, NM 87505 (505) 476-0974.

In addition, within five (5) working days after the bid opening, by 4:00 PM, **ALL BIDDERS** shall submit written confirmation from each DBE of its intent to participate in the contract as provided in the Bidder's commitment. See the Notice to Contractors for Disadvantaged Business Enterprise (DBE) Program Race-Conscious Measures- Form A-644 for specific instructions and the required form (Form No. A-644)

If the bidder cannot meet the established DBE goal, the bidder shall submit documentation evidencing its "Good Faith Efforts" to obtain DBE participation. This documentation shall be submitted to the OEOP located at Aspen Plaza, 1596 Pacheco Street, Suite 107, Santa Fe NM, 87505. Documentation will be accepted until 4:00 PM within (5) five working days after the bid opening. The *Selected OBE Program Provisions Disadvantaged Business Participation in USDOT Assisted Contracts* provides a detailed listing of the types of actions that the NMDOT will consider as evidence of a Bidder's "Good Faith Efforts" to obtain DBE participation. At a minimum, the Bidder shall provide evidence that it: solicited through all reasonable and available means the interest of all certified DBE firms that have the capability to perform the work on the contract; and, determined with certainty whether DBE firms were interested by taking appropriate steps to follow up on initial solicitations. Evidence shall include copies of newspaper advertisements, fax logs, telephone logs, or other means utilized to solicit and follow up with the DBE firms.

If a Bidder is submitting "Good Faith Efforts" documentation, this Notice to Contractors, Form No. A-585A, DBE A-1; and Form No. A-644 shall be completed and submitted in accordance with the time frames indicated above. If the OEOP determines that the apparent low bidder has failed to provide adequate evidence of "Good Faith Efforts", the Department will notify the apparent low bidder of that determination and provide the apparent low bidder with the opportunity to request administrative reconsideration of that determination pursuant to 49 CFR 26.53(b)(3)(d).

**FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL RENDER A BID NON-RESPONSIVE AND THE BID SHALL BE REJECTED.**

In accordance with 49 CFR Part 26, the Department's Disadvantaged Business Assistance Program, and the applicable Special Provisions, the bidder (Check box a., b. or c as appropriate)

- a. Assures to meet or exceed the established DBE goal.
- b. Cannot meet the established DBE goal. Assures to submit "Good Faith Efforts" documentation.
- c. Is a certified DBE contractor. Shall list itself and any other DBE subcontractor(s) on Form No. A-585A, DBE A-1

New Mexico Department of Transportation  
 RACE CONSCIOUS MEASURE PROJECT  
 CONTRACT GOAL FOR DISADVANTAGED BUSINESS ENTERPRISE PROGRAM  
 IN HIGHWAY CONSTRUCTION

For the purpose of this contract, a goal of 0% percent has been established for certified Disadvantaged Business Enterprise (DBE) Participation.

Type or Print Legibly

Name of DBE	DBE Address	Description of Work	Proposed Amount
H.O. Construction Inc.	PO Box 9468 Albuquerque NM 87112	General	203,481.68
Total DBE Participation			\$ 203,481.68

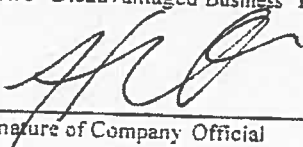
1. Control No. 4100930
2. Contractor's DBE Liaison Officer H.O. Construction, Inc.
3. Total Amount of the Bid \$ 203,481.68
- \*\*4. DBE Participation Percentage 100 % of line 3.

\*Written confirmation from the DBE that is participating in the contract is required. See Form A-644.  
 \*\* If the contract goal is not met, evidence of "Good Faith Efforts" must be provided. The bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement by the scope, intensity and appropriateness

I will abide by the Disadvantaged Business Enterprise (DBE) goal set forth for this project and hereby submit the names of the DBE firms that will participate in this project. Substitution(s) will not be allowed without prior submission of written justification to the Project Manager for approval. I understand that failure to meet the goal may result in Liquidated Damages for the difference between the DBE goal and the actual DBE participation achieved.

This statement is my assurance that H.O. Construction, Inc. (name of firm) agrees to comply with the requirements of 49 CFR Part 26, and the New Mexico Department of Transportation's Disadvantaged Business Enterprise Program, and all the requirements contained therein.

11-17-15  
 Date

  
 Signature of Company Official



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 01/04/16

**DEPT:** Utilities Dept.

**MEETING DATE:** 01/20/16

**ITEM/TOPIC:** Purchase of Ditch Witch JT20 Directional Drill/Trenchless Excavating by the Utilities Gas division.

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

**BACKGROUND/RATIONALE:** The purchase of this drill will improve customer service and safety by allowing employees to install and replace lines without excavation which will limit surface disruption and damage. It will allow for minimal trenching and damage to sidewalks and roadways and will improve efficiency at a reduced cost. The purchase price is \$268,119.67.

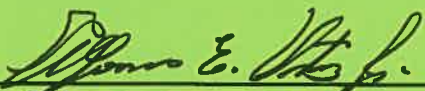
**STAFF RECOMMENDATION:** Approval to purchase directional drill.

**COMMITTEE RECOMMENDATION:** This item was discussed at the October 13, 2015 Utility Advisory Committee meeting and will be revisited at the January 12, 2016 meeting. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

Approved to form 1-26-15




# CITY OF LAS VEGAS


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


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

## MEMORANDUM

TO: Elmer Martinez, City Manager

FROM:   
David Marquez, Gas Superintendent

THRU:   
Kenny Lucero, Gas Manager

  
Ken Garcia, Utilities Director

DATE: December 29, 2015

RE: Equipment Purchase Request

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The Gas Division is requesting approval to purchase a Ditch Witch JT20 Directional Drill/Trenchless Excavating. This technology will dramatically improve customer service and safety by allowing employees to install and replace lines without excavation, therefore limiting surface disruption and damage. It will enable staff to replace utilities with minimal trenching and damages to sidewalks, roadways, newly paved roads, traffic closures while dramatically improving efficiency at reduced cost while at the same time improving employee and customer safety. It is a vital piece of equipment that has been around for twenty years and is now being used by the majority of the utilities.

This equipment is available through the GSA contract at \$268,119.67. The specifications and details from Ditch Witch JT20 Directional Drill/Trenchless Excavating are attached. The purchases budgeted under Line Item #627-0000-650-8004.

Should you have any questions, please feel free to contact me at 505.429.0256. Thank you for your consideration in this matter.

\_\_\_\_\_  
Approve

\_\_\_\_\_  
Disapprove



627-0000-650-8004

Fiscal

7/1/2015 - 6/30/2016

Balance:

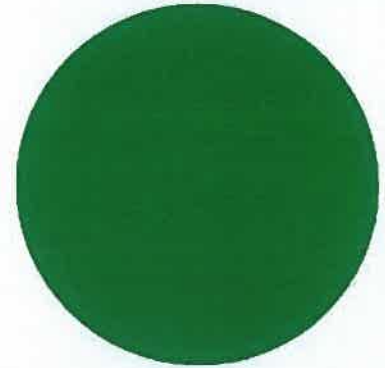
EQUIPMENT

Pending:

- General
- Segmentation
- Report Groups
- Notes
- Authorization
- ▲ Budget
  - Summary
  - Detail
  - Period Distributions
  - Adjustments
  - Budget Notes
- ▲ History
  - Detail
  - Period Activity
  - Fiscals
  - Journal Entries
  - Encumbrances
  - Reserves

Budget Summary

Original Budget	350,000.00
<u>Adjustments</u>	<u>0.00</u>
Current Budget	350,000.00
<u>Activity</u>	<u>0.00</u>
<u>Encumbrances</u>	<u>0.00</u>
<u>Reserves</u>	<u>0.00</u>
Budget Remaining	350,000.00
<u>Pending</u>	<u>0.00</u>
Budget Available	350,000.00



■ Budget Used    ■ Budget Remaining

Budget Remaining	350,000.00	Percent Remaining
Budget Used	0.00	Percent Used

EKA

P.O. Box 932 • Grayson, GA 30017-0018  
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)  
EKA**Sales.com**



# Customer Quote

EKA Quote #	Date	Quote valid until:
4618	11/6/2015	2/29/2016

Name / Address	
City of Las Vegas Utilities Gas Dept David Marquez PO Box 160 Las Vegas, NM 87701 505-429-0256	
Solicitation number	DEALER REQUEST

Delivery Address

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
	SEE BELOW	NET 30 DAYS	DEST	DW OF NM

Item / Description	Qty	Price Each	Total
DITCH WITCH JT20A JT20 Jet Trac #JT20A-1 JT20-1 Base Unit - 40 Lined Pipe #102-1459 TD DISPLAY, BASE UNIT, US RADIO #604-723 SHIP KIT JT2020/JT20 #131-259 INSERT BIT - CARBIDE TIPPED (6) #327-457 ROCK ANCHOR (2) #101-160 UMBRELLA KIT #368-687 2.35" QUICK WRENCH JAW #401-300 EZ CONNECT 1.94-4M/2.00-6M EZ2 #369-999 CONNECTOR 2.00-6F EZ2/1.94-4M (2) #908-1706 CONNECTOR 2.00-6EZ2 -F / 2.38 -M (2) #906-1854 3.0" HD TriHawk HSG / 86B / 2.38 Reg #906-1719 TriHawk III / 4.38 / 3.0 HSG / 20K Drills #906-1796 3.0" TriHawk Drt Bit Adapter/ DW5 / M12 #369-731 4-5/12-63-10 TUFF BIT #368-942 6.5-2.75 COMPACT 1.94-4F/20K #368-946 10.5-2.75 COMPACT 1.94-4F/30K #110-040 3/4" ANCHOR SHACKLE (7/8" PIN) #110-969 5/8" ANCHOR SHACKLE (3/4" PIN) #159-422 NOZZLE ANG. ORF. 156", 7/16-20 (12) #159-423 NOZZLE STR. ORF. 188", 7/16-20 (6) #FM13V-2 FM13V Electric Start #190-1266 FM13V SHIP KIT #350-1622 500 GAL TANK ASSEMBLY #190-1187 TANK SHIP KIT, 500 GAL #100-068 2" HOSE ADAPTER KIT #153-357 TRANSFER HOSE (2" FHC, 50' ) #102-1428 86Bv2 Basic Assembly #102-1528 TKD SS, Base Unit, USA Radio #222-5446 3220 HARD CASE, TK SYSTEM #400-2352 14" - 3.25" WARTHOG HD (2 3/8" API-R F-F)	1	199,089.50	199,089.50
Diamond T Trailer GSA CONTRACT #GS-30F-0005N/HGAC CONTRACT #EM06-15	1	10,200.00	10,200.00

DUNS: 07-594-9644; TIN: 58-1328598; Cage Code: 2Y851.  
We appreciate the opportunity to serve your government business needs.

<b>Total</b>	<b>\$209,289.50</b>
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EKA

P.O. Box 932 • Grayson, GA 30017-0018  
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)

EKASales.com



# Customer Quote

EKA Quote #	Date	Quote valid until:
4617	11/6/2015	2/29/2016

Name / Address	
City of Las Vegas Utilities Gas Dept David Marquez PO Box 160 Las Vegas, NM 87701 505-429-0256	
Solicitation number	DEALER REQUEST

Delivery Address

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
	SEE BELOW	NET 30 DAYS	DEST	DW OF NM

Item / Description	Qty	Price Each	Total
#FX30A-BASIC-1 DITCH WITCH FX30A: Reverse Flow Power Pack #350-3816 FX30 800 GAL PARTS ASM #350-3983 TANK AND SKID 800 GAL #601-787 SHUTOFF ASSEMBLY #270-6009 800 GALLON PRODUCTION KIT #601-132 WATER HOSE REEL SUB ASSY #350-3706 3" & 4" HOSE AND TOOL RACK #350-2460 WATER TANK SUB, 300 GALLON #350-3728 GEAR PUMP HYDRAULICS 800 GAL #150-3675 BULK HOSE, HIGH TEMP (164) #301-4659 VERTICAL CYCLONE LID #350-3693 FILTER STAND (80 & 200 GAL WATER) #350-3768 4" ELBOW AND HOSE BARB #350-3777 FILTER ASSEMBLY #350-3779 CYCLONE ASSEMBLY #350-3796 4" 180 DEGREE HOSE TRANSITION #350-3915 FILTER STAND (300 GAL WATER) #256-630 TRACTOR HYD FLUID (2) #153-954 REDUCER 4 1/2 FHCM-3 1/2 FHCF #310-893 3" SUCTION TOOL #318-652 3" SUCTION HOSE-50'-M/F #025-1022 T18S VAC TRAILER  GSA CONTRACT #GS-30F-0005N/HGAC CONTRACT #EM06-15	1	58,830.17	58,830.17

DUNS: 07-594-9644; TIN: 58-1328598; Cage Code: 2Y851. We appreciate the opportunity to serve your government business needs.	<b>Total</b>	\$58,830.17
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HISTORIC  
EL FIDEL  
HO

STOP

WALKER SERVICE

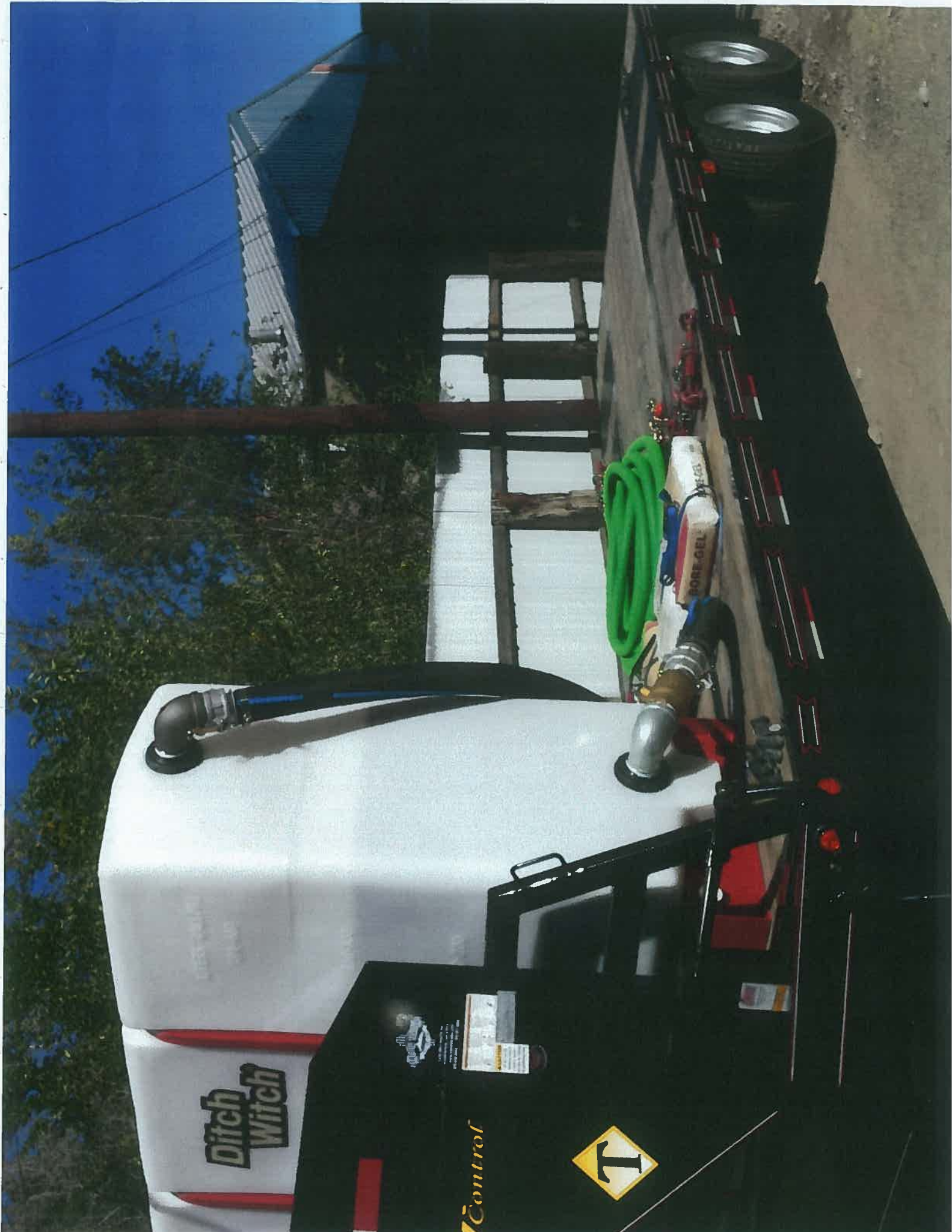
QUALITY MOTOR OILS





**Ditch  
Witch**

**Ditch Witch**  
1000 1/2" x 1/2"  
1000 1/2" x 1/2"  
1000 1/2" x 1/2"  
1000 1/2" x 1/2"



Ditch Witch

Control



Control  
Ditch Witch  
Control

BORE-GEL

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 01/04/16

**DEPT:** Utilities Dept.

**MEETING DATE:** 01/20/16

**ITEM/TOPIC:** Las Vegas Landfill closure project change order #5.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of landfill closure project change order #5.

**BACKGROUND/RATIONALE:** This change order was for additional work completed by New Image Construction due to the excavation of unexpected municipal solid waste at the landfill project. The change order included additional costs for specific items which were required to be completed for the overall successful completion of the landfill project. The amount of this change order is \$101,807.60

**STAFF RECOMMENDATION:** Approval of landfill project change order #5.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the regular meeting of the Utility Advisory Committee on January 12, 2016. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

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

  
\_\_\_\_\_  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

Approved to form 1-26-15

**CHANGE ORDER NO. 05**

Date of issuance: 10/25/2015	Effective Date:
Owner: City of Las Vegas	Owner's Contract No.:
Contractor: New Image Construction, Inc.	Contractor's Project No.:
Engineer:	Engineer's Project No.: 4419647
Project: Las Vegas Landfill Corrective Measure & Closure Project	Contract Name:

- 5-1 Encountered unexpected trash, equipment, labor & supervision for trash removal and leachate;
  - 5-2 Form setting for slurry;
  - 5-3 Reimbursement for Townsend Archaeological Consultants archeological work;
  - 5-4 Equipment & Additional Labor placing trash & gravel;
  - 5-5 Bollards
  - 5-6 Quantity Adjustment on Bid Items
- Attachments: Detail breakdown provided on attached Pages 2 & 3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>934,289.00</u>	Original Contract Times: 90 days from April 15, 2015 Substantial Completion: <u>July 15, 2015</u> Ready for Final Payment: <u>July 15, 2015</u> dates
Increase from previously approved Change Orders No. <u>01</u> to No. <u>04</u> :  \$ <u>6,605.16</u>	Increase from previously approved Change Orders No. 1 to No. 4: Substantial Completion: <u>103 days</u> Ready for Final Payment: <u>103 days</u> days
Contract Price prior to this Change Order:  \$ <u>940,894.16</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 25, 2015</u> Ready for Final Payment: <u>October 25, 2015</u> dates
Increase of this Change Order:  \$ <u>101,807.60</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order:  \$ <u>1,042,701.76</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 25, 2015</u> Ready for Final Payment: <u>October 25, 2015</u> dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>George Michael</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>John May</u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Engineer</u>
Date: <u>11/30/15</u>	Date: _____	Date: <u>11-30-15</u>

**5-1 Trash Removal & Leachate**

Date	Description	Hours/ Days		Rate	Extended
Friday, July 24, 2015	Cat Excavator EX 200L	8.0	Hr	200.00	1,600.00
Friday, July 24, 2015	Cat Excavator 315L	8.0	Hr	200.00	1,600.00
Monday, July 27, 2015	Cat Excavator EX 200L	7.0	Hr	200.00	1,400.00
Monday, July 27, 2015	Cat Excavator 315L	7.0	Hr	200.00	1,400.00
Monday, July 27, 2015	Cat Dozer D6H	5.0	Hr	200.00	1,000.00
Monday, July 27, 2015	Service Truck	1.0	Day	150.00	150.00
Monday, July 27, 2015	Supervision	2.0	Hr	55.20	110.40
Tuesday, July 28, 2015	Cat Excavator EX 200L	6.0	Hr	200.00	1,200.00
Tuesday, July 28, 2015	Cat Excavator 315L	6.0	Hr	200.00	1,200.00
Tuesday, July 28, 2015	Cat Excavator EX 200L	4.0	Hr	200.00	800.00
Wednesday, July 29, 2015	Cat Excavator EX 200L	8.5	Hr	200.00	1,700.00
Wednesday, July 29, 2015	Cat Excavator 315L	8.5	Hr	200.00	1,700.00
Wednesday, July 29, 2015	Service Truck	1.0	Day	150.00	150.00
Wednesday, August 5, 2015	Cat Excavator 315L	7.0	Hr	200.00	1,400.00
Wednesday, August 5, 2015	Supervision	2.0	Hr	55.20	110.40
Thursday, August 6, 2015	Cat Excavator 315L	11.5	Hr	200.00	2,300.00
Thursday, August 6, 2015	Service Truck	1.0	Day	150.00	<u>150.00</u>
<b>Sub-total 5-1</b>					<b><u>\$17,970.80</u></b>

**5-2 Form Setting for Slurry Backfill**

Wednesday, August 26, 2015	Labor	30.0	Hr	34.50	1,035.00
Thursday, August 27, 2015	Labor	12.0	Ea	34.50	414.00
Material	Sheets of Plyform	10.0	Ea	34.00	340.00
Material	Lumber 2x4x12	30.0	Ea	6.75	<u>202.50</u>
<b>Sub-total 5-2</b>					<b><u>\$1,991.50</u></b>

**5-3 Townsend Archaeological**

Preliminary Report, Monitoring & Final Report

Saturday, August 15, 2015	Invoice 2015-11a	1.0	Ea	3,458.00	<u>3,458.00</u>
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**Sub-total 5-3**

**\$3,458.00**

**5-4 Equipment and Additional Labor**

Lump sum pricing for additional equipment usage and additional labor to place trash and gravel on leachate and slope over liner; Equipment used H44 Wheel Loader and D6 Dozer.

**Sub-total 5-4**

**\$17,200.00**

**5-5 Bollards**

4 Bollards around Metering Manholes @ \$275.00 each.

**Sub-total 5-5**

**\$ 1,100.00**

**5-6 Adjustment of Quantities on Bid Items**

Additional Material Testing Allowance (Re: Item 2)	\$ 1,746.30
Unused As-Built Survey /Construction Staking (Re:Item 6)	\$ (7,600.00)
Additional Reseeding of Disturbed Areas (Re:Item 7)	\$ 1,280.00
Additional Excavation/Hauling of Borrow Material from offsite (Re:Item 12)	\$ 51,156.00
Additional Clean Smooth Round Rock (Re:Item 19)	\$ 10,450.00
Additional Bentonite/Cement Slurry (Re:Item 20)	\$ 1,100.00
Additional Filter Fabric (Re:Item 21)	\$ 1,520.00
Additional SDR 35 PVC Sewer Pipe (Re:Item 24)	\$ 455.00

**Sub-total 5-6**

**\$ 60,087.30**

**Grand Total Change Order No 5**

**\$ 101,807.60**



December 22, 2015

Maria Gilvarry, Project Manager  
Utility Services Department  
905 12<sup>th</sup> Street  
Las Vegas, NM

**RE: Las Vegas Landfill Corrective Measures and Closure Project –  
Information/clarification regarding Change Order 5 construction items**

Dear Ms. Gilvarry,

Souder, Miller & Associates (SMA) has been pleased to provide construction management and construction observation services for the above mentioned project. This letter serves to provide information and clarification to the City of Las Vegas (City) regarding completion of the project and the final change order for the project, Change Order No. 5 (copy attached).

Change Order No 5 is broken up into specific items which were required to be completed for the successful completion of the landfill project. Below is a detailed breakdown of each of the items with additional information provided for reference.

**Item 5-1: Trash Removal & Leachate**

During the course of construction of the leachate cut off wall (French Drain), municipal solid waste (MSW) was unexpectedly encountered during excavation. MSW was not expected to be encountered since the French Drain alignment was placed outside of the original property boundary for the landfill. In addition, field borings were drilled, as part of the design process, along the alignment of the French Drain to determine the depth of the shale material and these borings did not encounter any trash. This change in working conditions was the basis for this change order item since the base bid for excavation of the French Drain was for excavation in soil. Excavating in MSW, when compared to soil, is much more labor and time consuming. Providing proper benching to ensure safe trench working conditions required a much wider excavation since MSW has a much lower angle of repose than soil (the steepness of the slope you can safely pile material). This item addresses the additional efforts required for excavating/removing unexpected MSW encountered at the project site and these efforts were in addition to work needed for completing the base bid work items. Since the extent of the MSW was unknown, this work was completed on a time and materials basis in the presence of the project's Construction Observer and the field reports completed by the Construction Observer document the additional efforts required.

**Item 5-2: Form Setting for Slurry Backfill**

The bottom of the French Drain was designed to key into an impermeable shale layer located under the landfill, using a slurry backfill for the bottom barrier. This setup, in combination with a plastic

liner keyed into the slurry, provides a water stop and allows the leachate (contaminated water flowing through the landfill, over the shale layer) to be directed into the gravity sewer line and prevents the leachate from leaking under drain pipe and downstream and undesirably offsite. During construction of the slurry trench, a section of shale was lower than what was originally expected, based upon the field borings placed along the alignment. Between two of the borings, the top of the shale sharply went down and back up, creating a depressed section. This item addresses the additional efforts required for installing forms which were required for construction of an elevated section of the bentonite slurry trench wall for this depressed section to ensure the completed French Drain would be as watertight as possible. Since the exact limits of the depressed section were only available as the forms were installed, this work was completed on a time and materials basis, in the presence of the project's Construction Observer. Field reports completed by the Construction Observer document the additional efforts required.

Item 5-3: Townsend Archaeological

During excavation of the gravity sewer line, it was determined that archaeological sites were present along the alignment and required the services of an archaeologist to determine the boundaries of the sites and to provide monitoring during construction. The cost for this additional work was agreed to be a reimbursable expense for the contractor, with no cost markup allowed. This work was completed in the presence of the project's Construction Observer and the field reports completed by the Construction Observer document the completed services.

Item 5-4: Equipment and Additional Labor

This item addresses the additional efforts required for replacing the unexpected MSW encountered at the project site during excavation of the leachate collection trench (French Drain), following requirements provided by the New Mexico Environment Department. These efforts were in addition to work needed for completing the base bid work items. Note this is in addition to Item 5-1 of this change order, which addressed the additional efforts required for excavating the MSW. This work was completed in the presence of the project's Construction Observer and the field reports completed by the Construction Observer document the additional efforts required. The following work was required for replacement of the trash within the excavated trench, which is substantially more difficult to work with than typical fill material. Since a fixed volume of MSW to be replaced was available based upon the amount previously excavated, a lump sum price for the additional equipment usage and labor was used. The actual amount of work and time required was significantly more than what was agreed upon, but the contractor agreed to stick with the agreed upon fee. This work was completed in the presence of the project's Construction Observer and the field reports completed by the Construction Observer document the completed services.

Item 5-5: Bollards

A fiberglass metering manhole was installed along the gravity line to allow for flow measurements to be obtained. It was desired to have four protective bollards placed around metering manhole to prevent damage from vehicles, maintenance machines such as lawnmowers, etc. This work was completed on a fixed fee basis as additional work beyond the base bid in the presence of the project's Construction Observer and the field reports completed by the Construction Observer document the completed work.

We appreciate the opportunity to work on this important project and look forward to providing additional services on future City projects.

If you have any questions or need additional information, please do not hesitate to contact me on my cell phone anytime at 505-507-1306 or via email at [george.mihalik@soudermiller.com](mailto:george.mihalik@soudermiller.com).

Sincerely,

**Souder, Miller & Associates**

A handwritten signature in blue ink that reads "George Mihalik". The signature is written in a cursive style with a large initial "G".

George Mihalik, P.E.  
Senior Project Engineer

Attachments – Change Order No. 5

**Engineer's Construction Cost Estimate**  
**Las Vegas Landfill Corrective Measures and Closure**

Item No.	Item Description	Unit	Quantity	Cost Per Unit	Cost	Subtotals
<b>NON CONSTRUCTION COSTS</b>						
<b>Bidding, Construction and Monitoring Wells</b>						
1	Construction Phase Services	LS	1	\$52,581	\$52,581	
2	Construction Phase Additional Services (RPR - Observation)	LS	1	\$15,643	\$15,643	
3	Additional Services (survey of borrow area)	LS	1	\$3,200	\$3,200	
4	Additional Services (design of borrow area grading)	LS	1	\$3,800	\$3,800	
5	Additional Services (four new monitoring wells)	LS	1	\$30,000	\$30,000	
6	Additional Services (sampling and report on monitoring wells)	LS	1	\$42,500	\$42,500	
Subtotal Design, Bidding, Construction and Monitoring Wells						\$147,524
7.0% NMGR on Engineering (Albuquerque)						\$7,131.67
8.0625% NMGR on Construction Observation and Monitoring Wells (Las Vegas)						\$3,679.97
<b>TOTAL NON CONSTRUCTION COSTS (Tax Included)</b>						<b>\$158,336</b>

<b>CONSTRUCTION COSTS</b>						
CIP=Complete In Place						
<b>General and Miscellaneous</b>						
1	Mobilization (75%)/Demobilization (25%)	LS	1	\$80,000	\$80,000	
2	Material Testing Allowance	Allow	1	\$20,000	\$20,000	
3	Hydrostatic Testing (manholes and piping)	LS	1	\$5,000	\$5,000	
4	Storm Water Pollution Prevention Plan (SWPPP) Preparation	LS	1	\$5,000	\$5,000	
5	Storm Water Pollution Prevention Plan (SWPPP) Implementation, Complete In Place (CIP)	LS	1	\$40,000	\$40,000	
6	As-Built Survey/Construction Staking	LS	1	\$20,000	\$20,000	
7	Seeding, CIP	AC	30	\$1,500	\$45,000	
8	Traffic Control Plan and Implementation	LS	1	\$5,000	\$5,000	
9	Fencing (4 ft. high 5-strand barb wire with T-posts), CIP	LF	500	\$20	\$10,000	
10	16 ft Standard Tubular Gate, CIP	EA	1	\$1,000	\$1,000	
11	Removal of existing items to be salvaged by owner on site (Timber/Metal on Hill, etc.) or removed from site (old fencing being replaced, old culverts being replaced, etc.)	LS	1	\$10,000	\$10,000	
Total General Project Costs						\$241,000
<b>Grading and Drainage (Fill North area, Landfill top grading, Side ditches)</b>						
12	Excavation/Hauling of Borrow Material, Placement/Compaction of Fill Material, and All Required Grading as per Plans, CIP	CY	15000	\$15	\$225,000	
13	6 ft Diameter CMP with End Sections, CIP	LF	30	\$100	\$3,000	
14	3 ft Diameter CMP with End Sections, CIP	LF	40	\$50	\$2,000	
Total Grading and Drainage						\$230,000
<b>Leachate Collection System and Sewer Line (South End of Landfill)</b>						
15	Trench Excavation (380' long x 15' average depth x 4' wide), CIP	CY	844	\$12	\$10,133	
16	Excavation for Side Slopes (380' long x 15' @ 1H:1V x 2 sides), CIP	CY	3167	\$12	\$38,000	
17	Excavation Anchor Trench at Top (380' x 2' x 2'), CIP	CY	59	\$12	\$711	
18	80 mil HDPE Liner (380' long x 20' wide + 380' long x 4' wide), CIP	SF	9120	\$3.00	\$27,360	
19	Clean Smooth Round Rock (380' long x 4' thick x 4' wide), CIP	CY	225	\$50	\$11,250	
20	Bentonite/Cement Slurry (380' long x 3' thick, 4' wide), CIP	CY	169	\$100	\$16,889	
21	Filter Fabric (8' x 380' around pipe + 12' x 380' around rock), CIP	SF	7600	\$1	\$7,600	
22	Perforated HDPE Pipe (24" diameter), CIP	LF	380	\$35	\$13,300	
23	Catch Basin/Manhole (6' diameter, 16' Deep), CIP	EA	1	\$8,000	\$8,000	
24	SDR 35 PVC Sewer Pipe (8" diameter), including trenching, additional fill, tracer wire, etc. CIP	LF	4400	\$40	\$176,000	
25	8-inch Gate Valve, CIP	EA	1	\$1,000	\$1,000	
26	Connection to Existing Manhole	EA	1	\$1,000	\$1,000	
27	Road Crossing Installed via Open Cut, 14-inch 0.25" wall steel casing, (Incl. spacers, end seals), CIP (carrier pipe not included)	LF	100	\$65	\$6,500	
28	Road Crossing Repair, including curb/gutter, asphalt, base course, etc., CIP	EA	1	\$5,000	\$5,000	
29	Sewer Cleanouts (varying depth), including 4 inch tracer wire, cleanout, 8 inch riser pipe and fittings, concrete pad, etc. CIP	EA	12	\$1,500	\$18,000	
30	Sewer Manholes (4' diameter, varying depth), including frame, cover, concrete pad, etc. CIP	EA	7	\$5,000	\$35,000	
31	Metering Manhole (4' diameter, 8' depth), including frame, cover, concrete pad, etc. CIP	EA	1	\$10,000	\$10,000	
Total Leachate Collection System and Sewer Line						\$385,753
<b>Additive Alternate - Restoration of Previous Borrow Area</b>						
AA1	Restoration of Previous Borrow Area, CIP	LS	1	\$120,000	\$120,000	
Total Additive Alternate - Restoration of Old Borrow Area						\$120,000
<b>SUBTOTAL CONSTRUCTION COSTS, INCLUDING ADDITIVE ALTERNATE</b>						<b>\$976,753</b>
20% CONTINGENCY						\$195,351
8.0625% NMGR on Construction and Contingency						\$94,501
<b>TOTAL CONSTRUCTION COSTS (Contingency and 8.0625% Tax Included)</b>						<b>\$1,266,604</b>

**TOTAL NON-CONSTRUCTION AND CONSTRUCTION COSTS (TAX INCLUDED) \$1,424,940**



**Engineer's Construction Cost Estimate  
Las Vegas Landfill Corrective Measures and Closure**

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**TOTAL NON-CONSTRUCTION AND CONSTRUCTION COSTS (TAX INCLUDED) \$1,424,940**





**NEW MEXICO  
ENVIRONMENT DEPARTMENT**

1190 Saint Francis Drive, Room N2150

P.O. Box 5469

Santa Fe, New Mexico 87502-5469

Phone (505) 827-0197 Fax (505) 827-2902

[www.env.nm.gov](http://www.env.nm.gov)



**SUSANA MARTINEZ**  
Governor

**JOHN A. SANCHEZ**  
Lt. Governor

**RYAN FLYNN**  
Secretary

**BUTCH TONGATE**  
Deputy Secretary

July 10, 2015

Scott McKittrick, P.G.  
Senior Geoscientist/Environmental Services Manager  
Souder Miller and Associates  
3451 Candelaria Road N.E, Suite D  
Albuquerque, New Mexico 87107-1948

**RE: Approval of Modification of Corrective Measures Implementation of French Drain  
Collection System – Las Vegas Landfill**

Dear Mr. McKittrick:

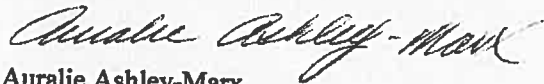
Thank you for meeting with Solid Waste Bureau permitting staff and me on July 7, 2015 to discuss how to proceed with issues that have arisen during construction of the approved corrective measure for collection of leachate to improve groundwater quality in proximity to the above referenced landfill. During the meeting, we considered and discussed a revised engineering plan that included moving the location of a portion of the French drain, landfill and French drain profiles, and photographs taken at the site by the Marc Bonem, Solid Waste Bureau Enforcement Officer. The photographs clearly show that waste excavated from the trench at the toe of the landfill is highly decomposed municipal solid waste that is layered and mixed with large amounts of soils with high clay content. It was noted by those present at the landfill during excavation, that the waste/soil mixture had very little odor and because it was saturated for a long period of time, the wastes are much decomposed. As requested at the meeting, we received your letter on July 8, 2015 formally asking that the City be allowed to rebury approximately 500 – 700 cubic yards of previously excavated solid waste/soil mixture or any additional mixed solid waste/soil that may be encountered during excavation/construction in the French drain.

The engineering profile provided at the meeting shows that construction of the drain will create a wedge shaped area that is approximately 14 feet wide, by seven (7) feet deep and 100 feet long. It is technically feasible to put waste back into this area for burial. Replacement of excavated wastes would occur following construction of all necessary drain and leachate collection elements. Due to the location of the French drain, a portion of the waste/soil mixture can be returned under a small bench created in the existing waste mass and the rest can be buried at the toe of the landfill slope adjacent to the new location of the French drain. This disturbed area will be covered with a soil cap meeting the previously approved specification, as necessary, to properly entomb the waste. The reburial of waste should not interfere with leachate flow or collection into the French drain or the collection pipe that will deliver leachate to the waste water treatment plant for treatment as it will interface with appropriately sized mixed gravel.

We have determined that submittal and approval of a Waste Excavation Plan (WEP) and hauling of the waste and soil to another permitted landfill is not necessary because decomposed waste was encountered and excavated during construction of the approved French drain. The reburial of waste excavated as part of construction of the corrective measure is approved. As proposed by Souder Miller engineers, the

reburial of this waste/soil mixture is expected to be protective of the environment because the relocation of the French drain will allow for capture of leachate in the wedge area and it will be collected and conveyed for treatment at the waste water treatment plan via the engineered drain.

Sincerely,



Auralie Ashley-Marx  
Chief, Solid Waste Bureau

cc: email

George Schuman, Permit Section Manager

James Dyer, Permit Section

Chuck Akeley, Enforcement Section Manager

Marc Bonem, Enforcement Officer, Area II

Alvin Jiron, Interim Solid Waste Director, City of Las Vegas

cc: US Mail

Las Vegas Landfill Ground Water Corrective Measures File  
AAM Reading File





July 8, 2015

#4419647

Ms. Auralie Ashley-Marx  
Bureau Chief  
Solid Waste Bureau  
New Mexico Environment Department  
P.O. Box 5469  
Santa Fe, NM 87502-5469

**RE: Corrective Measures Implementation – Waste Excavation and Replacement, City of Las Vegas Landfill**

Dear Ms. Ashley-Marx:

This letter is submitted by Souder, Miller & Associates (SMA) on behalf of the City of Las Vegas. As discussed during our meeting on July 7, 2015, the City of Las Vegas is currently implementing the approved corrective measures at the Las Vegas Landfill.

During trenching of the French drain at the toe of the landfill, the City's contractor encountered solid waste in an area where it was not expected to exist. Approximately 250 cubic yards of solid waste was excavated and placed adjacent to the trench. Upon learning of the solid waste in the trench, SMA mobilized a Project Scientist (Matthew Earthman, P.G.) to the site to evaluate the site for methane and volatile organic contaminants (VOCs) with hand-held meters, and also to evaluate the composition of the excavated waste. No methane or VOCs were detected from the excavation or from the excavated waste. The waste is primarily municipal solid waste and tree branches, mixed with soil. The waste appears to have been deposited in place, as it is layered with what appears to be daily cover.

SMA has re-designed the portion of the French drain where waste was encountered to avoid the waste and to ensure all impacted water is collected. The eastern portion of the French drain will be moved to the south to accomplish this. The design was provided to the Solid Waste Bureau during the meeting on July 7, 2015. SMA estimates that less than 500 cubic yards of solid waste will be removed during construction of the re-designed French drain.

SMA is requesting that the City be allowed to place the originally excavated solid waste, and the solid waste that may be encountered during construction of the new French drain design, back in the excavation following construction of the French drain. The request is based on the fact that the corrective measures will ensure leachate is collected and minimize potential environmental impact. Additionally, the cost to haul and dispose of the solid waste would be high.

Ms. Auralie Ashley-Marx  
July 8, 2015  
Page 2 of 2

If you have any questions or comments, please feel free to call me at the above number, on my cell at 505.220.6542, or to e-mail me at [scott.mckitrick@soudermiller.com](mailto:scott.mckitrick@soudermiller.com).

Sincerely,  
**SOUDER, MILLER & ASSOCIATES**



Scott A. McKitrick, P.G.  
Senior Geoscientist / Environmental Services Manager

cc: Mr. Eric Tapia, Project Manager, City of Las Vegas, 9050 12<sup>th</sup> Street, Las Vegas, NM 87701 [ericltapia62@gmail.com](mailto:ericltapia62@gmail.com)

Mr. Marc Bonem, NMED-SWB, [marc.bonem@state.nm.us](mailto:marc.bonem@state.nm.us)

Mr. Chuck Akeley, NMED-SWB, [chuck.akeley@state.nm.us](mailto:chuck.akeley@state.nm.us)

Mr. George Schuman, NMED-SWB, [george.schuman@state.nm.us](mailto:george.schuman@state.nm.us)

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 01/04/16

**DEPT:** Utilities Dept.

**MEETING DATE:** 01/20/16

**ITEM/TOPIC:** Resolution No. 16-01 allowing the use of State Revolving Loan Fund 2910 as the match for the Water Trust Board 317 grant/loan.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution No. 16-01.

**BACKGROUND/RATIONALE:** The City of Las Vegas was awarded and has expended \$1.2M in grant/loan funding from the New Mexico State Revolving Loan Fund (SRF 2910) for use in the planning and design of the Raw Water Conveyance line. Water Trust Board (WTB) has awarded the City \$4M in grant/loan funding for the construction of the Raw Water Conveyance line into Bradner. There is an \$800,000 match required from the City for the WTB funds and the City is requesting to use SRF 2910 as the match for WTB.

**STAFF RECOMMENDATION:** Approval of Resolution No. 16-01.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the regular meeting of the Utility Advisory Committee on January 12, 2016. Their recommendation will be provided at the Council Meeting.

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

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

**REVIEWED AND APPROVED BY:**

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

  
\_\_\_\_\_  
**ELMER J. MARTINEZ**  
**CITY MANAGER**

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

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

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

Approved to form 1-26-15

**CITY OF LAS VEGAS  
RESOLUTION #16-01**

**AUTHORIZING THE DESIGNATION OF FUNDS FROM SRF 2910 AS A MATCH FOR  
WTB-317**

**WHEREAS**, the City of Las Vegas' 2011 Preliminary Engineering Report recommended that the raw water conveyance system needed improvement. The conveyance system needs to be enlarged to handle the capacity of the diversion; and

**WHEREAS**, in June 2013 the City of Las Vegas was awarded SRF 2910 of \$1.2M for the design of the raw water conveyance improvements; and

**WHEREAS**, the City of Las Vegas has expended the grant and loan funds from SRF 2910 for the design of the raw water conveyance improvements; and

**WHEREAS**, in June 2015 the City of Las Vegas submitted the 100% plans to Construction Programs Bureau for approval; and

**WHEREAS**, the City of Las Vegas was awarded WTB 317 of \$4M for the construction of the Bradner Reservoir enlargement project including the installation of the raw water conveyance pipeline; and

**WHEREAS**, the City of Las Vegas is required to designate \$800,000.00 as matching funds for WTB 317; and

**WHEREAS**, it is in the public interest to give complete and full public notice of the support;

**NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LAS VEGAS** approves the submission of State Revolving Loan Fund 2910 as a match for Water Trust Board 317 for the construction and replacement of the raw water conveyance system.

PASSED, APPROVED and ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY ONLY

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

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 11/13/15**

**DEPT: City Clerk**

**MEETING DATE: 11/18/15**

**ITEM/TOPIC: Open Meetings Resolution 16-04**

**ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 16-04.**

**BACKGROUND/RATIONALE: Resolution 16-04 Establishes Reasonable Notice of City Council Meetings in compliance with the Open Meetings Act. Approval of the resolution is required annually.**

**STAFF RECOMMENDATION: Approval**

**COMMITTEE RECOMMENDATION:**

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)  
Approved to form 1-26-15

**CITY OF LAS VEGAS  
RESOLUTION NO. 16-04**

**A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; RESCINDS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."**

**Whereas**, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings or a quorum of members of any board, council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

**Whereas**, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

**Whereas**, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT;**

**1. Regular Business Meeting.** Pursuant to Section 14-7 (A) of the Municipal Code, all Regular Business Meetings of the Las Vegas City Council shall be held on the third Wednesday of each month at 6:00 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said meetings shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a regular meeting is postponed, notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

**2. Work Sessions.** Work Sessions shall be held for the purpose of examining issues, but no official action may be taken on the second Wednesday of each month at 5:30 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the work session from the City Clerk whose

office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said work session shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a work session is postponed, notice of the new time and date of said work session may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours prior to the specific time of the meeting or at the earliest date and time possible. If the date and time of the work session is permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

**3. Other Meetings Not Regularly Scheduled.** Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

**4. Emergency Meetings.** Emergency meetings shall be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting. The notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances.

6. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt for the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure of each individual member shall be recorded in a closed meeting.

(b) If the decision to hold closed meeting is made when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in NMSA Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

7. The regular scheduled meetings of the City of Las Vegas' Advisory Boards, Committees, Boards and Commissions are as follows:

- Planning & Zoning Commission/Board of Adjustments – Last Monday of the month at 4:00 p.m. – City Council Chambers;
- Design Review Board – 3<sup>rd</sup> Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger's Tax Advisory Board – (Quarterly) 2<sup>nd</sup> Tuesday of the month at 2:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Authority – Last Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Commission – 3<sup>rd</sup> Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Las Vegas Youth Commission – Meeting will be scheduled and published as required;
- Library Board – Meeting will be scheduled and published as required;
- Finance Committee – Meeting will be scheduled and published as required;
- Utilities Committee – 2<sup>nd</sup> Tuesday of the month at 1:30 p.m. – Utilities Department;
- Public Housing Authority Board of Commissioners – 3<sup>rd</sup> Wednesday of each month at 5:30 p.m. – City Council Chambers;



- Housing Committee – Last Wednesday of the month at 10:00 a.m. – Housing Department;
- Film Commission – (Quarterly) 1<sup>st</sup> Wednesday of the month at 4:00 p.m. – City Council Chambers;
- Museum Board – 2<sup>nd</sup> Thursday of the month at 5:00 p.m. – Las Vegas Museum & Rough Riders Memorial Collection;
- Recreation Committee – Meeting will be scheduled and published as required;
- Tree Board – Last Tuesday of the month at 3:00 p.m. – Tierra Y Montes Conference Room;
- Labor Management Relations Board – Meeting will be scheduled and published as required by ordinance, rules and regulations;
- Campaign and Ethics Board – Meeting will be scheduled and published as required;
- Charter Commission – Meeting will be scheduled and published as required;

This Resolution shall be published in a newspaper(s) of general circulation twice, one (1) week apart after its adoption.

Done this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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Mayor Alfonso E. Ortiz, Jr.

ATTEST:

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Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only:

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Dave Romero, City Attorney