

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

Mayor Tonita Gurule-Giron

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
February 21, 2018–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue**

(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 (January 10th, January 17th and January 23rd, 2018)**
- 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. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - Presentation by Liza Miller on the Metropolitan Redevelopment Act Plan.
 - Presentation by Joaquin Garofalo on Lodger’s Tax Rate Increase.

David A. Ulibarri Jr.
Councilor, Ward 1

Vince Howell
Councilor, Ward 2

Barbara Casey
Councilor, Ward 3

David L. Romerq
Councilor, Ward 4

XI. CITY MANAGER'S REPORT

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 to award request for bid #2018-16 for the Bradner fill line project to Hays Plumbing and Heating, Inc.

Maria Gilvarry, Utilities Director This project includes construction of the Bradner reservoir fill pipeline section of Phase I of the Raw Water Conveyance pipeline.

2. Approval of Resolution No. 18-06 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

Maria Gilvarry, Utilities Director The resolution will allow the city to submit an application to NMFA for new money financing to purchase perpetual water storage rights at Storrie Lake. Funding amount requested is \$4,570,000.00. The Funding agency requires that the application be submitted through an approved resolution.

3. Approval to Publication of Ordinance No. 18-01 to enter into a loan agreement with the New Mexico Finance Authority.

Maria Gilvarry, Utilities Director This loan is for the purpose of obtaining funding in the amount of \$4,570,000.00 with interest for financing the acquisition of water storage rights. The loan will be repaid from the distributions of the revenues from GRT. The funding agency requires that the loan be approved through ordinance.

4. Approval of contract for emergency medical services between the City of Las Vegas and Superior Ambulance.

Billy Montoya, Fire Chief The City of Las Vegas Fire Department went out for request for proposals and Superior Ambulance was the sole bidder for the proposal.

5. Approval to replace the existing hangar door at the Las Vegas Municipal Airport and replace high voltage switch with a low voltage push button.

Danny Gurule, Acting Public Works Director The hangar door does not open and the cable is starting to fray making it unsafe. A new door will be safer and more efficient. Replacing the high voltage switch with a low voltage switch will be safer for the user.

XIV. BUSINESS ITEMS

1. Conduct a public hearing and Approval/Disapproval of transfer of ownership and change of location of dispenser liquor license No. 0054 with package sales submitted by Love's Travel Stops and Country Stores, Inc. DBA Love's Travel Stop No. 733, proposed location at 2401 North Grand Avenue, Las Vegas, NM 87701, Application No. 1074243.

Casandra Fresquez, City Clerk The Director of Alcohol and Gaming has reviewed the referenced application and granted preliminary approval. The liquor license application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publications requirements have been met.

2. Conduct a public hearing and Approval/Disapproval of transfer of ownership and change of location of inter-local dispenser liquor license No. 2667 with on premise consumption with patio service submitted by Highway General Market, LLC DBA Tequila's Bar & Grill, located at 227 S. Pacific Street, Las Vegas, NM 87701, Application No. 1077902.

Casandra Fresquez, City Clerk The Director of Alcohol and Gaming has reviewed the referenced application and granted preliminary approval. The liquor license application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publications requirements have been met.

3. Approval of 2017 Audit.

Tana Vega, Interim Finance Director The Office of the State Auditor has released the 2017 Audit for review and final approval by Mayor and Council.

4. Approval/Disapproval of Resolution 18-13, authorizing the sale of City Owned Property as per attached legal description and plat, and known as City Right-of-Way on the east side of Railroad Avenue, between Lincoln Avenue and Douglas Avenue.

Maria Perea, Planning & Zoning Coordinator Allan Affeldt, owner of the Castaneda Hotel, has expressed an interest in purchasing a 0.20 ± acre parcel on City Right-of-Way on the east side of Railroad Avenue, between Lincoln Avenue and Douglas Avenue, to utilize the area as a angle parking for the Castaneda Hotel when renovations are complete.

5. Approval/Disapproval of Resolution 18-14, authorizing the lease of City Owned Property as per attached legal description, and know as the Transportation Department Parking Lot located at 500 Railroad Avenue, Las Vegas, New Mexico.

Maria Perea, Planning & Zoning Coordinator Allan Affeldt, owner of the Castaneda Hotel, has expressed an interest in leasing the Transportation Department Parking Lot during the evening hours when the Transportation Department is closed so hotel patrons can utilize the lot.

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, NM 87701

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK
SESSION HELD ON WEDNESDAY, JANUARY 10, 2018 AT 5:30 P.M. IN
THE CITY COUNCIL CHAMBERS**

Mayor: Tonita Gurulé-Girón

Councilors: Vincent Howell
David A. Ulibarri, Jr.
David L. Romero
Barbara A. Casey

Also present: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
David Silva, Acting City Attorney
Christopher Lopez, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr. asked for good health for everyone and for help for the Governing Body in making good decisions.

APPROVAL OF AGENDA

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

Barbara A. Casey	Yes	David L. Romero	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

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

PUBLIC INPUT

Rosalie Lopez spoke of several studies that she was a part of with the Mission Peacemaking Committee such as homeless shelters and soup kitchens that would benefit citizens. Ms. Lopez stated that she was in support of the Refugee resolution and felt that the United States had the resources to help refugees in need with resources, educating children and freedom. She asked the Governing body's support to other areas in the state which were able to welcome refugees.

John Geffroy stated that he was in favor of Resolution 18-04, supporting the refugee resettlement in the U.S. and in New Mexico (Santa Fe & Albuquerque) and that refugee resettlement was not anticipated in Las Vegas due to many reasons and also the lack of resources. Mr. Geffroy advised it was important to demonstrate our support of refugee welfare due to the national political climate which he felt was antagonistic towards migrants and refugees. Mr. Geffroy spoke of several non-profit agencies that were made up of trained professionals that played an important role in resettling refugees in New Mexico and added that people in Salvador were experiencing increases in crime and violence making their lives more insecure . He stated it was critical that we do all we can to support refugees, even though they cannot be brought to Las Vegas.

Susie Tsyitee stated that she respected the people fighting for safety, education and protection for refugees and thought it was vitally important to care about them

although had a personal concern with resettling refugees in New Mexico because of being on the bottom of the list economically and educationally. Ms. Tsyitee stated that many issues in the state such as opioid crisis, homelessness and Veterans needed our attention and that it was a question of priorities in our City.

Rey Herrera informed that he was a Vietnam Veteran and a 9/11 survivor, and expressed that disrespect for our country was displayed at the time of the Pledge of Allegiance by people not putting their hands over their hearts. Mr. Herrera stated that he respected the concerns of the needs for refugees although felt that addressing the needs of our state should be priority due to the New Mexico rating last in economic growth and asked where the funding would come from. Mr. Herrera stated that our society needed the help first.

Jonathan Zhang, a student at United World College informed of the history of his parents being asylum seekers from China and spoke in support of the refugee resolution. Mr. Zhang spoke several issues of current refugee crisis that were taking place in the United States and thought it was important to focus on helping people and inspire other cities to pass the exact resolution.

John Sheedy advised that he was a faculty member of UWC, which had given him the opportunity to work with International students and stated that he appreciated his country and its history in which immigrants and refugees have contributed to in the past. Mr. Sheedy stated that he had learned the importance of breaking down walls and finding solutions through community building and overcoming our fears. Mr. Sheedy read a letter on behalf of UWC President, Victoria Mora in support of the Refugee resolution.

Abdulrahman Al-Rayyis advised that he was from Iraq and thought that the decision regarding the Refugee resolution was up to the citizens of Las Vegas. Mr. Al-Rayyis shared his experience of a similar situation in his City, having a barbaric group called Isis, who attacked and took over large territories in Syria and informed that his city welcomed refugees even though they had limited resources. Mr. Al-Rayyis spoke of the importance of listening to their stories which would

attach you to this topic in a whole new level and felt that the most important thing was keeping refugees protected in a safe place.

Carol Pearson spoke regarding the refugee resolution and gave a detailed scenario of what refugees experience when they have to flee their country and all the struggles and hardships that come with it in order to cross borders for safety. Mrs. Pearson stated that hopes become crushed when people learn that the United States has halted admittance of refugees and yet countries of the world have agreed in the past to resettle refugees and asked what had happened to the solemn promises made from these countries. Mrs. Pearson advised that Albuquerque and Santa Fe were the sort of people who gave us hope and stated that this resolution was of thanks and support for the representatives of Albuquerque, Santa Fe and Federal representatives and added that the City of Las Vegas needed to recognize the need of the nation taking their fair share of resettling refugees.

Bob Pearson spoke as a member of Amnesty International and the Mission in Peacemaking committee and advised that he had been working for a year on the refugee resolution. Mr. Pearson spoke of several arguments against the resolution which included the idea of refugees being a danger to the community and stated that criminal records of refugees were less than that of native-born Americans. He advised that the vetting process of refugees was very careful and thorough. Mr. Pearson added that another argument was possible economic burden and explained that at the time of approved entry, refugees promise to pay back airfare within 6 months and that in the long term, refugees made a positive contribution to the economic situation of the country and the community in which they live. He informed that refugees return more money to Federal and State Government taxes than they receive in benefits. Mr. Pearson advised there was also arguments that refugees do not integrate into society and stated that there was no evidence of that and informed of research of Muslim Americans were highly integrated in to American society and felt that they would be the best among us. He asked if we would do what we had to do to meet this crisis with generosity and welcome and reminded Council of the previous results of the penny poll taken at the People's Fair where 85% of participants agreed that refugees should be resettled in

American cities and that there had already been 14 cities, with many more doing so in the future. Mr. Pearson asked that we support those cities who were able and willing to accept refugees and that this resolution be passed.

Pat Leahan spoke briefly regarding a published article written in the Washington Post and hoped that it would influence Council to do the right thing and pass the refugee resolution.

DISCUSSION ITEMS

1. Resolution 17-46 confirming DFA adjustment of \$666.00 which will increase the cash reserves to the 1/12 cash requirement.

Senior General Accountant Darlene Martinez advised that DFA increased the 1/12 cash reserve requirements by \$666.00. The revenue increase of \$666.00 was adjusted in the miscellaneous revenue. This will make the City of Las Vegas compliant with the 1/12 cash requirement in the general fund.

Councilor Casey stated that the copy provided to Council showed the increase, handwritten in, to include in the resolution they had passed last month in December and asked if they were confirming the hand-written section or were they going to amend the resolution to include the \$666.00, she asked for clarification.

Interim City Manager Gallegos stated that it was handwritten by Paul Ludi, DFA Analyst and that he is requesting the City to increase revenues by \$666.00 to meet the 1/12 cash requirement.

Councilor Casey stated that she understood what Mr. Ludi did, although was asking if they were going to amend this resolution or were they going to send this back to Paul and saying it was approved by the Council.

Interim City Manager Gallegos advised that it would be sent back to Mr. Ludi , once confirmed next week and would be sent back with the meeting minutes confirming the change on Resolution 17-46.

Councilor Casey stated that in her opinion she felt that the update was displayed in a sloppy manner by DFA and felt it should have been handled more professionally.

Councilor Howell asked for clarification on the increases indicated on the third paragraph on Resolution 17-46.

Interim City Manager Gallegos explained that the increase of \$8,000.00 was the US Marshall Grant funding in the General Fund on behalf of the Police Department, the \$7,599.00 was the Library Special Fund bonds (application submitted by the Library), the decrease of \$21,500 in the E911 system that was brought to Mayor and Council in December (decrease in grant), the decrease of \$406.00 in the Bullet Proof Vest Account (awarded \$406.00 less), a requested increase in the Airport fund of \$9,978 and an increase of \$1,895,000 of SRF Funding in the Water Project Fund.

Discussion took place regarding suggestions to attach transfers in/transfers out report to the resolution.

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

2. Resolution No. 18-04 in support of the Refugee Resettlement United States and in New Mexico and creating an advisory board.

Acting City Attorney David Silva advised that he reviewed the Refugee Resolution 18-04 and he believed that it was legally sufficient to be approved and adopted. Acting City Attorney Silva advised that the governing body declares its support for those cities in New Mexico which are able to resettle refugees, and calls for a greater national effort to provide a safe and secure future for refugees. Acting City Attorney Silva asked Fatima Gutierrez to read Refugee Resolution 18-04.

Fatima Gutierrez read Resolution No. 18-04, Las Vegas, NM Resolution in support of refugee resettlement in the United States and New Mexico.

Councilor Howell stated that this resolution was dear to his heart, and advised that he made a big mistake the last time the resolution had been presented to Council. He advised that his family had taken in an international student which informed them of the harsh experiences her grandparents from North Korea went through as refugees although became successful and agreed that refugees would help the economy and help our social aspect. Councilor Howell strongly felt that Las Vegas did not have the resources to help although was concerned of the wording “declaring support”, and if it meant they would provide resources.

Acting City Attorney Silva stated that he paid close attention to that paragraph and advised that he did not interpret it that way.

Councilor Howell advised that he had flourished here as an immigrant and mentioned friends of his who were immigrants and had flourished as well. He spoke of cities who take in refugees need to focus on taking care of their “own” as well and added the importance of having a major discussion between the Governing body and the community of taking care of the many needs of our citizens and at the same time give our support to other cities who are taking in refugees.

Councilor Casey stated that she should have voted in supporting the Refugee resolution from the beginning and informed that she felt that the first resolution was stronger than the present one. She advised there was a lot of homelessness in this City and people were living in substandard homes throughout Las Vegas, school aged children living in empty houses, people going to community kitchens to get something to eat and believed those were issues that needed our full attention. Councilor Casey mentioned that she was very distressed by the decision made by President Trump regarding sending back Salvadorans and the terror these people were experiencing. Councilor Casey stated there were many things to consider, and that the resolution was welcoming and supporting of refugees and

felt we needed to do both, caring about refugees and taking care of our own, who have many needs. Councilor Casey informed that people released from the Behavioral Health Institute that have no family members to care for them here, were loaded on a bus to Albuquerque and dropped off at the bus depot to fend for themselves and stated that that was unacceptable. She advised that we needed to be more responsible, more human and needed to make sure we take care of people here, as well as people that need help and support from other places.

Mayor Gurulé-Girón commended Acting City Attorney David Silva for his review of the resolution and added that with regards to the economic issues in the City, informed that the City had just passed and approved by the governing body, 800 acre feet of storage for future water growth for the community. She stated that issues of homelessness continued to be addressed by working with the Samaritan House and was hopeful of other shelters coming in, She advised she was working on a grant for battered women's shelter and enforcement of dilapidated areas in the community and mentioned of a previous ordinance presented to Council which she felt was too strong and it might negatively impact individuals who did not have money to repair their homes. She stated that the City did not have funding for relocations or displacements although the City would continue to move a lot of issues forward and to improve the services to the citizens of this community and advised that it touched her heart and soul to hear of the many people in need with so little resources. Mayor Gurulé-Girón thanked everyone for their input and their involvement with the Refugee resolution and hoped it would be a positive resolution.

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

Mayor Gurulé-Girón stated that placing the refugee resolution on consent agenda did not mean that the resolution could not be taken out of the consent agenda if questions would arise.

Mayor Gurulé-Girón thanked Councilor Ulibarri, Jr. for providing food for the needy, for helping the Senior Citizens, and for his continued contributions and commitment to the community.

3. Open Meetings Resolution 18-01.

City Clerk Casandra Fresquez advised that the Resolution 18-01 provides reasonable notice of Council meetings in compliance with the Open Meetings Act. Approval of the resolution is required annually. City Clerk Fresquez advised that an email was sent out to all Directors regarding any changes on meetings, boards or committees that needed to be made. She advised that the only changes made were for the Police Advisory Commission that meets every 3rd Thursday of the month, changing the meeting time to 3:00 p.m. and advised that she was notified by the Charter Commission that morning with changes. She advised that they met every 2nd Thursday of the month at 5:30 p.m. and was changed to meet the 1st Thursday of the month at 1:30 p.m.

Councilor Howell stated that he had received calls regarding Council meetings not being broadcast and advised that Sean Weaver advised him that all he needed was notification from the City to broadcast meetings. Councilor Howell asked for clarification of the contract with Highlands University.

City Clerk Fresquez advised that it was a yearly contract with Highlands University which stated that two meetings (Regular Mtg./Work Session) would be broadcast. She informed that she had just found out that if it was requested early enough and if they were be available at the time of Special meetings that they can make arrangements.

Mayor Gurulé-Girón asked what the cost would be for the additional broadcasting.

City Clerk Fresquez advised that there would be no cost for the additional broadcasting.

Discussion took place regarding the broadcasting contract and the broadcasting of meetings.

City Clerk Fresquez advised that if there was a need for a “last minute” meeting, they would follow the Resolution which requires a 72 hour notice and stated that the notice is posted on the City’s website, signs posted on the front door and PSAs are sent to all radio stations. She informed that Emergency meeting require a 24 hour notice.

Discussion took place regarding broadcasting all Council meetings was the wish of the Governing body.

Interim City Manager Ann Marie Gallegos advised that City Clerk would look into amending the MOU with Highlands University regarding the broadcasting of all council meetings.

Councilor Howell requested that all Council members receive a copy of the amended contract.

Interim City Manager Gallegos advised that the City’s I.T. staff was working towards bringing the broadcasting in-house, eliminating costs of having to contract with Highlands University.

Councilor Howell asked when the 3-minute speaking time during Public Input could be discussed.

City Clerk Fresquez advised that if that was the wishes of the Council, discussion would take place during the Organization Meeting.

Councilor Casey added that the Open Meetings Act did not address Public Input and stated that it would be nice to have more time for people to speak although in general, different governing bodies in the State allow Public Input and that it was not required but that it was the right thing to do.

Brief discussion took place regarding different issues of speaking during Public Input.

Councilor Romero questioned Police Department and Gas Department vehicles being parked on Lincoln Avenue near the old Optic building on Monday evening.

Interim Chief of Police Chris Lopez advised that the company “Strike Out” who was repairing city vehicles for hail damage was stationed at that location.

Councilor Romero asked if the repairs to City vehicles could have been repaired through the City.

Interim City Manager Gallegos informed that it was through the New Mexico Self Insurers Fund, and stated that they had taken inventory of all the vehicles needing repair and had contracted with 2 or 3 companies in town. She advised that the City was not the payee, and that they were taking care of the repair costs through the Self Insurers Fund, as well as the roofing projects and informed that they have been working nights and weekends.

Councilor Romero advised that Council should have been notified of the repairs that would take place.

Mayor-Gurulé-Girón stated that during Executive Session everyone given notice on how the New Mexico Self Insurers Fund would handle it.

Mayor Gurulé-Girón advised that it was Senior Day at the Legislature and wanted to thank our Senators and Representatives for their continued support of Senior Citizens Services and informed that Senior Citizen Services had been cut dramatically in the state for our seniors. She advised that we needed to come together as a community to see how to provide services to help our seniors and encouraged everyone to go to their Senior Citizens Centers and have a meal and coffee, which would be helpful to them.

Mayor Gurulé-Girón thanked Senior Center Manager Wanda Salazar for an outstanding job and also thanked Directors for their hard work and commitment and the City was fortunate to have them.

EXECUTIVE SESSION

Mayor Gurulé-Girón advised that there was no need for Executive Session at this time.

ADJOURN

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

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

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

Mayor Tonita Gurulé-Girón

ATTEST:

Cassandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL
MEETING HELD ON WEDNESDAY, JANUARY 17, 2018 AT 6:00 P.M. IN
THE CITY COUNCIL CHAMBERS**

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David A. Ulibarri, Jr.
Vincent Howell
David L. Romero
Barbara A. Casey

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
David Silva, Acting City Attorney
Chris Lopez, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr. asked for everyone to pray for the victims of the recent tragic accident that occurred near Romeroville.

Mayor Gurulé-Girón commended staff from Public Works, Fire and Police Departments for their help in responding to the accident and working closely with New Mexico State Police and thanked Interim Chief Chris Lopez and Lieutenant Pam Sandoval for their efforts in finding lodging for the stranded victims who had been in the emergency room. She also thanked the local hotels for their assistance.

APPROVAL OF AGENDA

Interim City Manager Ann Marie Gallegos advised that the presentation that had been scheduled for David Old had been cancelled and recommended the agenda be amended as such.

Councilor Casey made a motion to approve the agenda as amended. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	David A. Ulibarri, Jr.	Yes

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

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes of December 20th, December 28th and December 31st, 2017 with minor corrections made. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón advised that there were no appointments and stated that her report tied into the Moment of Silence.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Gurulé-Girón advised there were two recognitions for C.J. Perea and Tony Rubin Jr.

City Clerk Fresquez read the recognition on behalf of Mayor Gurulé-Girón along with members of the Governing Body acknowledging C.J. Perea for his athletic

achievement, dedication to the sport of football and for representing the City of Las Vegas and the State of New Mexico.

Mayor Gurulé-Girón recognized and commended Carlos Perea for his involvement in mentoring and coaching children and for his years of service.

City Clerk Fresquez read the recognition on behalf of Mayor Gurulé-Girón along with member of the Governing Body acknowledging Tony Rubin Jr. for his athletic achievement, dedication to the sport of football and for representing the City of Las Vegas and the State of New Mexico.

PUBLIC INPUT

Georgina Ortega spoke in support of the Refugee resolution that would give immigrants a safe place to live and added that all our ancestors from many continents of the world were immigrants as well and felt proud to be from Las Vegas and New Mexico who were in support of taking care of refugees.

Miguel Angel, Director of Casa de Cultura spoke in support of the Refugee resolution and added that he was also in support of DACA, he spoke briefly of his Mexican cultural history. He spoke of his point of view on issues of American racism involving Mexico and also the difficulties of crossing the border in order to survive which in his opinion was a racist practice by this country.

Bob Pearson spoke in detail of many accomplishments of five long-time members of the community who spoke previously in support of the Refugee resolution and informed that the purpose of him giving that information was to show how serious the supporters take the problems that Las Vegas faces and have spent decades to improve the situation. He stated that the Refugee crisis was a Human Rights crisis that should not be silenced and that there was always time to help those in need and encouraged the Governing body to support refugee resettlement in the United States.

AWC Board member, Marshall Poole gave a detailed report regarding recent new items for the Animal Shelter which included:

- Adding 4 Board members (Troy Dennison, Roxanne Gonzales, Ann Bradford & Jennifer Karbahal)
- Acquiring a rodent-proof food storage container (donated)

- Increased their 91% Live Outcome rate (91.45%-2017)

Mr. Poole advised that the total animal intake total was 1,585 compared to the usual 2,000 a year, the total local adoptions was 238 and informed that 243 animals were returned to their owners/guardians. He informed that a dog that died in the previously discussed accident was taken to the Animal Shelter and advised that the AWC was set up (FEMA Certified) for a companion animal shelter. Mr. Poole advised that their recent "Art Bark" fundraiser event netted more than \$6,000.00 and thanked the artists, businesses and sponsors for their help. He advised that the City of Las Vegas had two positions open for Animal Control Officers and looked forward to help in training and working with them.

Mr. Bob Pearson requested that all members of the audience who were in support of the Refugee resolution to stand to show their support.

Star Chavez thanked the Governing body on voting the first time to not allow Las Vegas to be a refugee resettlement location and stated that she did not support the decision to resettle refugees in New Mexico. She stated that she thought that it was not compassionate to allow them to resettle in a state that had many problems of its own such as its dismal economy, crime on the rise and the low rate of success when it came to educating our children. Ms. Chavez felt that it was not compassionate to bring refugees into the State to suffer in a different way, without thinking it through for their benefit.

PRESENTATIONS

- Presentation by David Old presenting a general status update of Old Wood.
-Cancelled

CITY MANAGER'S REPORT

Community Development Department Event Planner/Film Liaison Tiara Shorty presented the winners of the 2017 Holiday contests as follows:

- Electric Light Parade: 1st-Highlands Wrecker, 2nd-San Miguel County, 3rd-Gabriel Serna Jr.
- Home Decoration Contest: 1st-Billy Tafoya, 2nd-Casey Ortega, 3rd Leroy Lujan
- Business Decoration Contest: 1st-Plaza Antiques, 2nd-Ulibarri Farms Candy Shoppe, 3rd-Borracho's
- 2017 Grand Marshall: George Assy Sr.

Mayor Gurulé-Girón commended the Community Development Staff for their outstanding job during the Holiday season.

Community Development Director Renee Garcia gave a presentation regarding the Annual Las Vegas Night at the Legislature informing that it would be held on February 8, 2018 at 5:30 p.m-9:00p.m. in Santa Fe at the La Fonda Hotel. She advised that it would be an exclusive opportunity for the City of Las Vegas, San Miguel County, LVCC and NMHU to highlight progress as well as future plans for our growth, sustainability and needs. She thanked her staff ,Virginia Marrujo and Tiara Shorty for their efforts when planning the event and also by keeping costs at a minimum for advertising and invitations to the community.

Community Development Director Garcia advised that the entertainers would be Mariachi Cardenal, Gabrielle Tafoya and the Smooth Riders and advised that taking part in the event would be: Luna Community College (hosting a Pastry/Coffee Bar), Charlie's Bakery (supplying 115 dozen complimentary Tortillas to Legislators) and Old Wood (donate small wooden souvenirs for Legislators). She informed that it was a very positive event and extended the invitation to the citizens of Las Vegas and commended San Miguel County, Luna Community College and New Mexico Highlands University for working diligently in a concerted effort to bring it all together to make the event happen.

Mayor Gurulé-Girón thanked Ms. Garcia and staff and asked for the theme of the event.

Media Coordinator Virginia Marrujo advised that the theme was "Trailblazing through Education & Success" and advised that some schools would be visiting the event.

Mayor Gurulé-Girón thanked everyone that took part in bringing the event to fruition and spoke of the importance of education in our lives and to continue to promote education. She advised that the City of Las Vegas had tremendous resources and we have to capitalize on those resources. Mayor Gurulé-Girón asked the status on coming up with a scholarship.

Community Development Director Garcia advised that they were looking into that, and informed that the scholarship would be obtained in any excess of any funding that was received. She clarified that the generous funding that they had received provided an opportunity for the businesses in Las Vegas, and mentioned that engineering and constructions groups that work with the City, do so much of their

own presentation in the City and that they appreciate the opportunity to advertise as well. She advised that they have special signage that was made to highlight the generous donations from donors.

Mayor Gurulé-Girón asked Ms. Garcia to commit to the scholarship and advised that she would obtain funding and that it was important to provide good education to the youth in this community.

Councilor Casey thanked Community Development staff for the work they were doing at the Legislature and for planning for next year and was disappointed about not having anything last year during the day to highlight Las Vegas and stated that it was difficult to get space in the rotunda. She advised that she hoped they would have a good turnout at the Las Vegas Night event and thanked the Community Development staff for planning ahead.

Discussion took place regarding last year's event being recognized by Senator Pete Campos in the Senate. The House recognized Las Vegas as well.

Utilities Director Maria Gilvarry presented information regarding the groundbreaking at Bradner Dam that would take place on Thursday, January 25, 2018, inviting the Governing Body, Department Directors and City staff and would provide transportation for Council. She advised that they would be receiving the permit to begin on February 1, 2018 and that they looked forward to the rehabilitation.

Steve and Leslie Lucero with Highlands Wrecker were presented the 1st prize award for the Electric Light Parade, Mayor Gurulé-Girón congratulated them for an outstanding float and thanked everyone who participated and attended the parade which was such an incredible success.

FINANCE REPORT

Interim Finance Director Tana Vega presented the Finance Report for the month ending December 31, 2017 reporting General Fund revenue at 51% and expenditures coming in at 44%.

Interim Finance Director Vega gave a detailed report on Enterprise Funds and reported that total revenue came in at 43% and expenditures were at 40%.

Interim Finance Director Vega reported 42% for Recreation Department revenue and 44% in expenditures.

Mayor Gurulé-Girón had a concern regarding expending more than bringing in revenue on the Enterprise Funds for gas.

Interim Finance Director Vega advised that in the Enterprise funds, revenues were reflected on billings and not on actual cash collected and expenditures were on cash basis and what was spent that month was the equivalent.

CONSENT AGENDA

City Clerk Fresquez read the consent agenda as follows:

1. Approval of updated DFA Resolution 17-46.

A complete copy of Resolution 17-46 may be obtained from the City Clerk's office.

2. Approval of Resolution No. 18-04 in support of Refugee Resettlement in the united States and in New Mexico.

Due to the length of Resolution 18-04, a copy may be obtained from the City Clerk's office.

3. Approval of Open Meetings Resolution 18-01.

Due to the length of Resolution 18-01, a copy may be obtained from the City Clerk's office.

Councilor Casey made a motion to approve the Consent Agenda as read into record. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
David L. Romero	Yes	Barbara A. Casey	Yes

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

COUNCILORS' REPORTS

Councilor Casey asked for the status regarding the RFP for ambulance service that was discussed in the December meeting.

Fire Chief Billy Montoya informed that the contract was submitted to Attorney Danelle Smith for review, was submitted to Chris Archuleta and were waiting for his response and added that the negotiation process would hopefully be complete by February.

Councilor Howell took the opportunity to thank all first responders for their efforts in managing the situation regarding the tragic accident that occurred near Romeroville and also wanted to thank and commend Alta Vista Hospital for working diligently with the incident as well, calling every available staff personnel to assist 32 patients within a 3 hour period. Councilor Howell stated he knew one of the victims of the incident and hoped she was doing well and felt for the families of other victims.

EXECUTIVE SESSION

Interim City Manager Gallegos advised that there was no need for Executive Session at this time.

ADJOURN

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

Vincent Howell	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	David A. Ulibarri, Jr.	Yes

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

Mayor Tonita Gurulé-Girón

ATTEST:

Cassandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON TUESDAY, JANUARY 23, 2018 AT 3:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David A. Ulibarri, Jr.
David L. Romero
Barbara A. Casey
Vincent Howell-*Absent*

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
David Silva, Acting City Attorney
Chris Lopez, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked for a moment of silence to pray for guidance in the decisions made as Councilors.

Councilor Casey made a motion to go into Executive Session immediately after the approval of the agenda. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as amended. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	Vincent Howell	Absent

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

EXECUTIVE SESSION

Councilor Casey made a motion to convene into Executive Session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

Mayor Gurulé-Girón recommended that in the future, they would go into Executive Session immediately following Public Input.

PUBLIC INPUT

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

RECONVENE INTO REGULAR SESSION

Councilor Casey made a motion to reconvene into Regular Session, only discussion took place regarding personnel matters, as permitted by Section 10-15-1(H) (2) of the New Mexico Open Meetings Act, NMSA 1978, and advised

that no action was taken . Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	Vincent Howell	Absent

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

BUSINESS ITEMS

1. Approval/Disapproval to remove Housing Director, Lorraine Ortiz.

Interim City Manager Gallegos advised that as per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees Section 5.07 Departments. D. Department directors are at-will employees who may be suspended or removed by the city manager, subject to approval by the Governing Body and made the recommendation to remove the Housing Director Lorraine Ortiz.

Councilor Casey made a motion to approve to remove Housing Director, Lorraine Ortiz. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

2. Approval/Disapproval to appoint Barbara Padilla as Interim Housing Director.

Interim City Manager Gallegos advised that as per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body and made a recommendation to approve to appoint Barbara Padilla as Interim Housing Director.

Councilor Casey made a motion to approve to appoint Barbara Padilla as Interim Housing Director. Councilor Ulibarri, Jr. seconded the motion. Mayor

Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David L. Romero	Yes
David L. Romero	Yes	Vincent Howell	Absent

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

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Absent

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

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 2/2/2018 DEPT: Community Development MEETING DATE: 2/21/2018

ITEM/TOPIC: Presentation by Liza Miller on the Metropolitan Redevelopment Act Plan

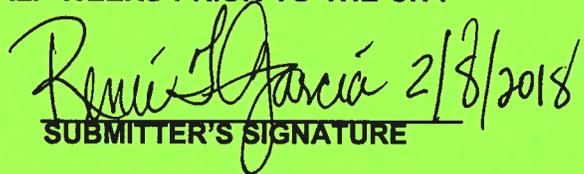
ACTION REQUESTED OF COUNCIL: No action requested.

BACKGROUND/RATIONALE: The City of Las Vegas, was funded by the New Mexico Finance Authority (NMFA) to update the Metropolitan Redevelopment Act Plan otherwise known as the Downtown Action Plan. Architectural Research Consultants (ARC) through a request for Proposal was selected as the firm to update the plan. ARC will be presenting on the progress of the plan and upcoming meetings.

STAFF RECOMMENDATION: Allow Liza Miller, Planner from ARC to Update Mayor and City Council on the progress of the plan that is due at the end of May and must be ratified through resolution to be approved by NMFA and New Mexico Mainstreet prior to implementation.

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS,
ORDINANCES AND
RESOLUTIONS MUST BE
REVIEWED)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02-05-18

DEPT: Community Development

MEETING DATE: 02-21-18

ITEM/TOPIC:

Lodgers Tax Advisory Board Presentation of Lodgers Tax Recommendation and Rate Increase to City Council.

ACTION REQUESTED OF COUNCIL:

No Action.

BACKGROUND/RATIONALE:

The City of Las Vegas Lodgers Tax Advisory Board is regulated by NMSA Lodgers Tax Act 3-38-13 - 3-38-24, NMSA 6-6-4. 1, and by City of Las Vegas Ordinance Chapter 389 - 1 to 389 - 18. City council is charged with administering the funds and the board is to make recommendations for the expenditure of funds authorized pursuant to this article for advertising, publicizing and promoting tourist related attractions, facilities and events in the City.

The Lodgers Tax Advisory Board Chair will present a written update on recommendations to council with regard to allocation of funds on the budget for the remainder of the 2017/2018 fiscal year and a recommendation for Lodgers Tax increase of 1% for infrastructure.

STAFF RECOMMENDATION:

Consideration by Mayor and Council.

COMMITTEE RECOMMENDATION:

The Lodgers Tax Advisory Board recommends approval of the Lodgers Tax increase of 1%.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**



**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**

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

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

**GENERAL FUND REVENUE COMPARISON
THRU JANUARY 31, 2018 58% OF YEAR LAPSED (07 of 12 months)
FISCAL YEAR 2018**

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2018 % REV
	A	B	C	D	E	
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	
PROPERTY TAX	1,373,000	1,291,000	753,083	1,384,040	1,018,792	79%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	2,070,833	3,450,931	2,099,073	59%
FRANCHISE TAX	800,000	775,000	452,083	776,759	401,130	52%
GROSS RECEIPT TAX .75	2,445,000	2,440,000	1,423,333	2,268,187	1,379,068	57%
1/8 INFRASTRUCTURE	351,000	360,000	210,000	364,816	219,765	61%
GRT .25 (JAN 2011)	697,000	725,000	422,917	982,914	623,472	86%
GRT -HOLD HARMLESS (JULY 2015)	(110,400)	(110,400)	-64,400	(110,400)	(64,400)	58%
LICENSE & FEES	70,500	61,000	35,583	49,782	64,802	106%
INTERGOVERNMENTAL	71,500	83,716	48,834	75,542	45,025	54%
LOCAL-FINES	62,000	77,000	44,917	80,604	34,236	44%
LOCAL-MISC	1,715,000	1,736,569	1,012,999	1,842,195	1,051,627	61%
TOTAL	11,024,600	10,988,885	6,410,183	11,165,370	6,872,590	63%

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

**GENERAL FUND EXPENDITURE COMPARISON
THRU JANUARY 31, 2018 58% OF YEAR LAPSED (07 of 12 months)
FISCAL YEAR 2018**

	<u>Total Budget to Actual Comparison</u>					H (E/B) % BDGT
	A	B	C	D	E	
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	
JUDICIAL	317,921	307,959	179,643	314,539	168,015	55%
EXECUTIVE	483,117	397,969	232,149	391,291	221,579	56%
ADMINISTRATION	250,724	272,858	159,167	239,718	127,692	47%
CITY ATTORNEY	242,572	231,944	135,301	196,227	103,065	44%
PERSONNEL/HR	301,188	276,960	162,727	281,386	147,892	53%
FINANCE	628,990	452,393	263,896	556,994	251,727	56%
COMMUNITY DEV.	561,189	533,845	311,410	405,762	233,024	44%
POLICE	3,990,907	3,854,744	2,248,601	3,833,534	2,026,887	53%
CODE ENFORCEMENT	182,250	136,113	79,399	141,476	72,878	54%
ANIMAL SHELTER	137,635	135,490	79,036	115,943	76,954	57%
FIRE	1,357,699	1,257,365	733,463	1,180,326	673,333	54%
PUBLIC WORKS/AIRPORT	511,127	470,804	274,636	456,965	223,018	47%
PARKS	338,273	285,422	168,830	254,430	164,272	57%
AIRPORT	0	0	0	0	0	0%
LIBRARY	239,494	205,217	119,710	195,861	105,430	51%
MUSEUM	151,900	150,845	87,993	141,427	77,130	51%
GENERAL SERVICES	2,358,253	2,358,248	1,375,645	2,355,812	1,001,417	42%
SALARY CONTINGENCY	0	0	0	0	0	0%
TRANSFERS	740,703	698,517	407,468	729,667	419,713	60%
TOTAL	12,793,942	12,032,693	7,019,071	11,791,358	6,094,026	51%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU JANUARY 31, 2018 - 58% OF YEAR LAPSED 7 OF 12 MONTHS
FISCAL YEAR 2018**

	A	B	C	D	E	G (E/B)
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	% REV
WELLNESS CENTER	100,000	115,000	67,083	34,264	65,054	57%
OPEN SWIM	0	20,000	11,667		4,854	24%
YAFL	3,000	0	0	1,320	0	0%
YABL	20,000	20,000	11,667	16,840	4,650	23%
SUMMER FUN PROGRAM	20,000	20,000	11,667	19,092	2,840	14%
RECREATION-OTHER	29,800	108,964	63,562	18,408	32,458	30%
GEN FUND TRANSFER	300,000	400,000	233,333	300,000	233,333	58%
TOTAL	472,800	683,964	398,979	389,924	343,189	50%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JANUARY 31, 2018 - 58% OF YEAR LAPSED 7 OF 12 MONTHS
FISCAL YEAR 2018**

	A	B	C	D	E	F	H (E/B) %
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 AVAIL. BAL.	BDGT 56%
EMPLOYEE EXP.	443,266	531,401	309,984	389,973	296,033	235,368	0%
YAFL	1,450	0	0	600	0	0	44%
YABL	3,117	6,000	3,500	2,845	2,650	3,350	32%
OTHER OPERATING EXP.	56,693	138,562	80,828	32,960	44,007	94,555	55%
CAPITAL OUTLAY	6,600	8,000	4,667	1,847	4,438	3,562	51%
TOTAL	511,126	683,963	398,978	428,225	347,128	336,835	

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JANUARY 31,- 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2018**

<u>Total Budget to Actual Comparison</u>							G (E/B) %
A	B	C	D	E		BUDGET	
FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	FY 2018		
BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	YTD - ACTUAL		
WASTE WATER (610)	2,859,638	2,866,100	1,671,892	2,783,241	1,667,327		58%
NATURAL GAS (620)	5,237,000	5,236,000	3,054,333	5,211,845	1,967,409		38%
SOLID WASTE (630)	3,404,700	3,419,400	1,994,650	3,518,794	2,010,791		59%
WATER (640)	4,743,050	4,800,150	2,800,088	4,825,859	2,966,764		62%
Total of Enterprise Funds	16,244,388	16,321,650	9,520,963	16,339,739	8,612,291		53%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JANUARY 31,- 58% YEAR LAPSED (7 of 12 months)
FISCAL YEAR 2018**

<u>Budget to</u>							H (E/B) %
A	B	C	D	E	F	BUDGET	
FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	FY 2018	FY 2018	
BUDGET	BUDGET	YTD - BUDGET	ACTUAL	ACTUAL	YTD - ACTUAL	AVAIL. BAL.	
WASTE WATER(610)	2,541,860	3,297,778	1,923,704	2,295,004	1,742,720	1,555,058	53%
NATURAL GAS (620)	5,938,026	5,938,908	3,464,363	4,583,702	2,314,688	3,624,220	39%
SOLID WASTE (630)	4,088,165	3,733,787	2,178,042	3,618,120	1,955,655	1,778,132	52%
WATER (640)	4,214,893	5,681,820	3,314,395	3,432,077	2,953,246	2,728,574	52%
Total of Enterprise Funds	16,782,944	18,652,293	10,880,504	13,928,903	8,966,309	9,685,984	48%

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/29/18

DEPT: Utilities

MEETING DATE: 02/21/18

ITEM/TOPIC: Award request for bid #2018-16 for the Bradner fill line project to Hays Plumbing and Heating, Inc.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award bid #2018-16 to Hays Plumbing and Heating, Inc.

BACKGROUND/RATIONALE: This project includes construction of the Bradner reservoir fill pipeline section of Phase I of the Raw Water Conveyance pipeline.

Advertised: December 15, 2017 – Las Vegas Optic, Albuquerque Journal and City website
Bid Opening: January 18, 2018
Number of Bidders: 2 – Hays Plumbing & Heating, Inc. and AUI, Inc.
Amount: \$1,010,980.00
Funding Source: WTB-317
Budget Line Item: 646-0000-650-8786

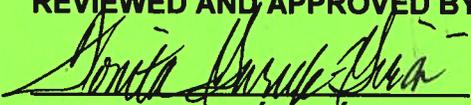
STAFF RECOMMENDATION: Approval to award bid #2018-16 to Hays Plumbing and Heating, Inc.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on February 13, 2018. 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:


TONITA GURULÉ-GIRÓN
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Bradner Inlet/Raw Water Line
PROJECT NUMBER: UT-WRWC-2014-1
PROJECT MANAGER: Marvin Cordova

ENGINEER: Souder, Miller & Associates
CONTRACT NUMBER: CES 2014-015

PROJECT DESCRIPTION: Prepare final bid documents and perform bidding phase services for the Bradner Reservoir Fill Line Project. This modification includes revision of the design, bid and contract documents prepared by the Engineer for Phase 1 and 2 RWC pipeline in order to separately bid and construct the Bradner Reservoir fill pipeline section of the Phase 1 RWC pipeline project.

TIMELINE: November-April 2018

ACTION: Approve Task Order to prepare bid documents and perform bid services for the Bradner Reservoir Fill Line Project.

FUNDING SOURCES
 City \$
 State \$1,370,960 WTB-317
 Federal
 Total Funds \$1,370,960.00

ESTIMATED EXPENDITURES
 Design \$11,470.25
 Egr. Services \$ 150,214.87
 Construction \$1,208,960.00
 Total w/ GRT \$1,370,960.00

EXPENDED to date ('17)
 Design \$0
 Egr Services \$0.00
 Const \$0.00
 Total w/GRT \$0.00

Est. BAL to Expend in '18
 Design \$11,470.25
 Egr Services \$ 150,214.87
 Construction \$ 1,208,960
 Total w/GRT \$ 1,370,960.00

161,686

BUDGETED AMOUNT: 1,370,960.00

LINE ITEM NUMBER: 646-0000-650-8763/8786

ACTION	DESCRIPTION	DATE
Funding Source	State	
Loan/Grant/City	City \$	
	Grant \$1,203,921.99	
	Loan \$99,187.55	
	Total \$1,370,960.00	
Authorized Ordinance		
RFP	N/A	
Engineering Services Agreement	Contract# CES 2014-015 Task Order#6423789 \$	N/A
Engineering Estimate	Total Engineer's Estimate \$1,300,000	
Bid Document Review	Bid #	
Advertisement		TBD
Bid Opening	Date	TBD
Bid Tabulation	Contractor _____ Amount _____	TBD
	Contractor _____ Amount _____	TBD
	Contractor _____ Amount _____	TBD
	Contractor _____ Amount _____	TBD
Construction Estimate	Contractor Share \$ _____ (Including NMGR)	TBD
	City Share \$ _____	
Engineer's Recommendation	Contractor _____	
Staff Recommendation		TBD
Committee Recommendation		TBD
Council Approval		TBD
Notice To Proceed		TBD

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Jan 18, 2018 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

BRADNER FILL LINE PROJECT

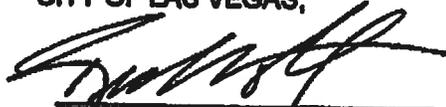
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

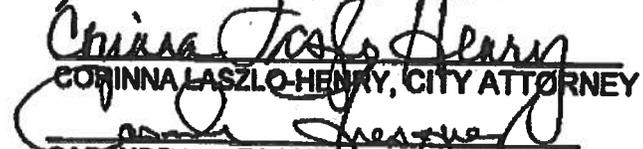
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: BRADNER FILL LINE PROJECT, Opening No. 2018-16 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,



RICHARD TRUJILLO, CITY MANAGER



CORINNA LASZLO-HENRY, CITY ATTORNEY



CASANDRA FRESQUEZ, CITY CLERK



ANN M. GALLEGOS, FINANCE DIRECTOR



HELEN VIGIL, PURCHASING OFFICER

Opening No. 2018-16

Date Issued: Dec 11, 2017

Date Issued: Published: Las Vegas Optic Dec 15, 2017
City website: www.lasvegasnm.gov Dec 15, 2017
Albuquerque Journal Dec 15, 2017

STANDARD BID CLAUSES

AWARDED BID

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Jan 18, 2018 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2018. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and Four (4) copies of Bid documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): BRADNER FILL LINE PROJCT

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____

NOTE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Bradner Inlet/Raw Water Line
PROJECT NUMBER: UT-WRWC-2014-1
PROJECT MANAGER: Marvin Cordova

ENGINEER: Souder, Miller & Associates
CONTRACT NUMBER: CES 2014-015

PROJECT DESCRIPTION: Prepare final bid documents and perform bidding phase services for the Bradner Reservoir Fill Line Project. This modification includes revision of the design, bid and contract documents prepared by the Engineer for Phase 1 and 2 RWC pipeline in order to separately bid and construct the Bradner Reservoir fill pipeline section of the Phase 1 RWC pipeline project.

TIMELINE: November-April 2018

ACTION: Approve Task Order to prepare bid documents and perform bid services for the Bradner Reservoir Fill Line Project.

FUNDING SOURCES
 City \$
 State \$1,370,960 WTB-317
 Federal _____
 Total Funds \$1,370,960.00

ESTIMATED EXPENDITURES
 Design \$11,470.25
 Egr. Services \$ 150,214.87
 Construction 1,208,960.00
 Total w/ GRT \$1,370,960.00

EXPENDED to date ('17)
 Design \$0
 Egr Services \$0.00
 Const \$0.00
 Total w/GRT \$0.00

Est. BAL to Expend in '18
 Design \$11,470.25
 Egr Services \$ 150,214.87
 Construction \$ 1,208,960
 Total w/GRT \$ 1,370,960.00

161,686

BUDGETED AMOUNT: 1,370,960.00

LINE ITEM NUMBER: 646-0000-650-8763/8786

ACTION	DESCRIPTION	DATE
Funding Source	State	
Loan/Grant/City	City \$	
	Grant \$1,203,921.99	
	Loan \$99,187.55	
	Total \$1,370,960.00	
Authorized Ordinance		
RFP	N/A	
Engineering Services Agreement	Contract# CES 2014-015 Task Order#6423789 \$	N/A
Engineering Estimate	Total Engineer's Estimate \$1,300,000	
Bid Document Review	Bid #	
Advertisement		TBD
Bid Opening	Date	TBD
Bid Tabulation	Contractor _____ Amount _____	TBD
	Contractor _____ Amount _____	TBD
	Contractor _____ Amount _____	TBD
	Contractor _____ Amount _____	TBD
Construction Estimate	Contractor Share \$ _____ (Including NMGR)	TBD
	City Share \$ _____	TBD
Engineer's Recommendation	Contractor _____	TBD
Staff Recommendation		TBD
Committee Recommendation		TBD
Council Approval		TBD
Notice To Proceed		TBD



January 22, 2018

Mr. Marvin Cordova
Project Manager
City of Las Vegas
905 12th Street
Las Vegas, NM 87701

RE: Las Vegas Raw Water Conveyance - Bradner Reservoir Fill Pipeline Project Engineer's Recommendation of Award

Dear Mr. Cordova,

Bids for the Las Vegas Raw Water Conveyance - Bradner Reservoir Fill Pipeline Project were opened on Thursday, January 18, 2018 at 2:00 p.m. at the City of Las Vegas City Council Chambers. Two (2) bids were submitted. Souder Miller & Associates (SMA) found both of the bidders to be properly licensed to perform the work. The attached Bid Form Checklist lists the forms that were required to be turned in with the bid packages, as well as the contractor licenses, which were verified through the New Mexico Regulation and Licensing Department. The checklist shows that both bidders submitted the required bid documents.

The bid form included the Base Bid and Bid Alternate 1, with the project to be awarded based on the best value bid that can be constructed within the Water Trust Board (WTB-317) available funding. The apparent low bidder was Hays Plumbing and Heating, Inc. The total amount for the Base Bid and Bid Alternate 1 (excluding NMGR) in order of least to most expensive contractor bid are as follows:

	Company	Base Bid	Bid Alternate 1	Total
1	Hays Plumbing and Heating, Inc.	\$ 812,340.00	\$ 198,640.00	\$ 1,010,980.00
2	AUI, Inc.	\$ 1,180,390.67	\$ 245,426.44	\$ 1,425,817.11
-	EOPCC	\$ 958,285.00	\$ 230,330.00	\$ 1,188,615.00

After tabulating the bids received, the bid presented by Hays Plumbing and Heating, Inc. was confirmed as the low bid. SMA did not find any entry errors of Hays Plumbing and Heating, Inc. Bid Form.

The engineer's opinion of probable construction cost (EOPCC) was \$958,285.00 for the Base Bid and \$230,330.00 for Bid Alternate 1. A certified bid tabulation is attached for your review. The bid tabulation shows that Hays Plumbing and Heating, Inc. is the lowest responsible bidder for the Base Offer and remains the lowest responsible bidder when the Additive Alternate is included.

SMA called references for Hays Plumbing and Heating, Inc. regarding the El Creston MDWCA Water System Improvements Project and the El Dorado Well #2 Re-Drill Project. After speaking with the references, SMA determined that Hays Plumbing & Heating, Inc. has a reputation of being

very responsive, very good to work with and seem to complete their work without excessive change orders.

SMA's review of the documents provided as part of the Bidder's Qualification Statement indicate that Hays Plumbing and Heating's financial and technical resources are adequate to perform a project of this size and nature. Hays Plumbing and Heating's bid package is attached to this recommendation letter.

The table below shows a summary of the funding secured for the project and funding remaining after the disbursements to date.

<u>Funding Summary</u>			
<u>Funding Source</u>	<u>Amount</u>	<u>Expended to date</u>	<u>Remaining Funding</u>
WTB Funding WTB-317	\$ 1,370,960.00	\$ -	\$ 1,370,960.00
Total Funding	\$ 1,370,960.00	\$ -	\$ 1,370,960.00

Subject to concurrence of the funding agency, SMA recommends that the City of Las Vegas move forward with a contract to include the Base Bid and Bid Alternate 1 work described in the bid form. The total for this work is \$1,010,980.00, excluding NMGR(\$1,095,859.86 including NMGR at current NMGR rate).

Please feel free to contact me if you have any questions regarding the bids or regarding this Recommendation of Award.

Sincerely,

Souder Miller & Associates



Steve Wright, P.E.

Project Engineer

cc: (via email); Maria Gilvarry, City of Las Vegas
Tod Phinney, SMA

Attachments:

1. Bid Form Checklist
2. Bid Tabulation
3. Bid Form including all necessary attachments
4. Bidder's Qualification Statement

BID SUBMITTAL CHECKLIST		
Bid Attachments	Hay Plumbing and Heating, Inc.	AUI, Inc.
Affidavit Notorized	X	X
Acknowledgment of Addendums	X	X
Bid Security	X	X
List of Proposed Subcontractors	X	X
Bidder's Qualification Statement with Supporting Data	X	X
Evidence of Authority to do Business in New Mexico	X	X
New Mexico Contractor's License No.	8243	20617
Copy of Registration with the Labor Relation Division, New Mexico Department of Workforce Solutions, Public Works Bureau	X	X
Copy of a valid resident business certificate or valid resident contractor certificate issued by the taxation and revenue department of the State of New Mexico	X	X
Campaign Contribution Disclosure Form	X	X

**LAS VEGAS RAW WATER CONVEYANCE PROJECT
BRADNER RESERVOIR FILL PIPELINE
BID OPENING: January 18, 2018 Bid Time: 2:00 p.m.**

BASE BID				ENGINEER Souder Miller & Associates		CONTRACTOR Hays Plumbing and Heating, Inc.		CONTRACTOR AUJ, Inc.	
BID ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization & Demobilization including pre-construction meetings, permits, submittals, temporary facilities, equipment transportation and onsite preparation and breakdown (75% Mobilization/ 25% Demobilization). Quality Control Testing including lab and technician fees for compaction, concrete, materials, and construction water.	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 64,000.00	\$ 64,000.00	\$ 110,000.00	\$ 110,000.00
2	SWPPP Implementation, including all BMPs, filing of all notices. Including preparation of SWPPP document.	1	Allowance	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
3	Construction Staking including pipe alignments, appurtenances, and earthwork grades.	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 28,928.00	\$ 28,928.00
4	Connection to Existing 16" transmission line to WTP (incl. MJ Wye fittings, appurtenances), CIP	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 31,700.00	\$ 31,700.00	\$ 39,643.00	\$ 39,643.00
5	24" C905 DR25 PVC Pipe, (incl. trenching, backfill, compaction, fittings, appurtenances, testing, disinfection).	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 11,000.00	\$ 11,000.00	\$ 37,538.00	\$ 37,538.00
6	Rock Excavation and Removal. Includes rock spoil disposal at Owner designated area. Blasting is not allowed.	3,280	LF	\$ 200.00	\$ 656,000.00	\$ 162.00	\$ 531,360.00	\$ 233.00	\$ 764,240.00
7	Water Utility Distribution Valves, butterfly valves, cast iron, mechanical joint, with boxes, 250 PSI, 24" diameter, includes valve box and mechanical joint, excludes excavation and backfill.	200	CY	\$ 150.00	\$ 30,000.00	\$ 110.00	\$ 22,000.00	\$ 141.00	\$ 28,200.00
8	Water Utility Distribution Valves, butterfly valves, cast iron, mechanical joint, with boxes, 250 PSI, 16" diameter, includes valve box and mechanical joint, excludes excavation and backfill.	3	EA	\$ 13,500.00	\$ 40,500.00	\$ 12,000.00	\$ 36,000.00	\$ 11,707.00	\$ 35,121.00
9	3" - Combination Air Valve assembly with box, tapping saddle, pipe, fittings, and valve, CIP	1	EA	\$ 11,500.00	\$ 11,500.00	\$ 6,100.00	\$ 6,100.00	\$ 7,836.00	\$ 7,836.00
10	4" Flush Valve, including 4" PVC pipe, 4" MJ x MJ Gate Valve and valve box, 4" Steel Pipe, 4" Swing Flap Valve, tracer wire, trenching and backfill, Rip Rap, and all fitting and appurtenances CIP	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 9,400.00	\$ 9,400.00	\$ 12,423.00	\$ 12,423.00
11	24" Check Valve, including excavation and backfill, all fittings and appurtenances, concrete vault and steel lid, CIP	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,270.00	\$ 12,270.00
12	Bradner Reservoir Inlet Structure including pre-cast concrete structure, RCP, ring dissipaters, rock and earthwork, CIP	1	EA	\$ 42,550.00	\$ 42,550.00	\$ 46,000.00	\$ 46,000.00	\$ 35,755.00	\$ 35,755.00
13	Site restoration and seeding of areas disturbed by construction activities including laydown areas, borrow sources, backfilled excavations.	1	EA	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,278.00	\$ 20,278.00
14	Site restoration and seeding of areas disturbed by construction activities including laydown areas, borrow sources, backfilled excavations.	1.13	ACRE	\$ 9,500.00	\$ 10,735.00	\$ 6,000.00	\$ 6,780.00	\$ 28,459.00	\$ 32,158.67
TOTAL BASE BID				\$	958,285.00	\$	812,340.00	\$	1,180,390.67

BID ALTERNATE 1				ENGINEER Souder Miller & Associates		CONTRACTOR Hays Plumbing and Heating, Inc.		CONTRACTOR AUJ, Inc.	
BID ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
A1	Construction Staking including pipe alignments, appurtenances, and earthwork grades.	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,900.00	\$ 2,900.00	\$ 2,967.00	\$ 2,967.00
A2	24" C905 DR25 PVC Pipe, (incl. trenching, backfill, compaction, fittings, appurtenances, testing, disinfection).	700	LF	\$ 200.00	\$ 140,000.00	\$ 162.00	\$ 113,400.00	\$ 233.00	\$ 163,100.00
A3	Rock Excavation and Removal. Includes rock spoil disposal at Owner designated area. Blasting is not allowed.	50	CY	\$ 150.00	\$ 7,500.00	\$ 110.00	\$ 5,500.00	\$ 141.00	\$ 7,050.00
A4	3" - Combination Air Valve assembly with box, tapping saddle, pipe, fittings, and valve, CIP	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 9,400.00	\$ 9,400.00	\$ 12,423.00	\$ 12,423.00
A5	24" Check Valve, including excavation and backfill, all fittings and appurtenances, concrete vault and steel lid, CIP	1	EA	\$ 42,550.00	\$ 42,550.00	\$ 46,000.00	\$ 46,000.00	\$ 35,755.00	\$ 35,755.00
A6	Bradner Reservoir Inlet Structure including pre-cast concrete structure, RCP, ring dissipaters, rock and earthwork, CIP	1	EA	\$ 22,000.00	\$ 22,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,278.00	\$ 20,278.00
A7	Site restoration and seeding of areas disturbed by construction activities including laydown areas, borrow sources, backfilled excavations.	0.24	ACRE	\$ 9,500.00	\$ 2,280.00	\$ 6,000.00	\$ 1,440.00	\$ 16,056.00	\$ 3,853.44
TOTAL BID ALTERNATE 1				\$	230,330.00	\$	198,640.00	\$	245,426.44
TOTAL CONSTRUCTION COST				\$	1,188,615.00	\$	1,010,980.00	\$	1,425,817.11

Resident/Veterans Preference Discount		N/A	Resident	Resident Veteran
		N/A	5%	5%
Total Bid Used for Comparison/Award		N/A	\$ 960,431.00	\$ 1,354,526.25

These tabulations are correct to the best of my knowledge.

2018.01.22 16:26:01
-07'00'

Steve Wright, P.E.

Date

BIDDER INFORMATION

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Gordon Hays

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

TELEPHONE NUMBER () 505-425-7535

FAX NUMBER () 505-454-0202

DELIVERY: 600 Railroad Ave. Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1311969232

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

BID ITEM (S): BRADNER FILL LINE PROJECT

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF } New Mexico

COUNTY OF } San Miguel

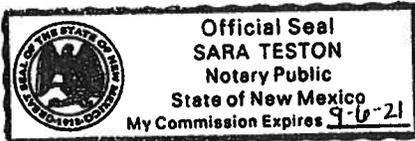
I, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to 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.

Gordon Hays
Signature

Subscribed and sworn to before me, this 18 day of January, 2018.

(SEAL)

Sara Teston
Notary Public Signature
My Commission Expires: 09-06-2021



STANDARD BID CLAUSES

AWARDED BID

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Jan 18, 2018 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2018. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____ 01-705574-001 _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and Four (4) copies of Bid documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

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

01/18/2018

Date

President

Title (Position)

BID FORM

BRADNER RESERVOIR FILL PIPELINE PROJECT

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Las Vegas
City Council Chambers
1700 N. Grand Avenue
Las Vegas New Mexico, 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>01</u>	<u>01/15/2018</u>
<u>02</u>	<u>01/16/2018</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Note: Gross receipts tax not included.

**CITY OF LAS VEGAS
BRADNER RESERVOIR FILL PIPELINE PROJECT**

BID FORM

BID ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Mobilization & Demobilization including pre-construction meetings, permits, submittals, temporary facilities, equipment transportation and onsite preparation and breakdown (75% Mobilization/ 25% Demobilization).	1	LS	\$64,000.00	\$64,000.00
2	Quality Control Testing including lab and technician fees for compaction, concrete, materials, and construction water.	1	Allowance	\$16,000	\$16,000
3	SWPPP Implementation, including all BMPs, filing of all notices. Including preparation of SWPPP document.	1	LS	\$6,000.00	\$6,000.00
4	Construction Staking including pipe alignments, appurtenances, and earthwork grades.	1	LS	\$31,700.00	\$31,700.00
5	Connection to Existing 16" transmission line to WTP (incl. MJ Wye fittings, appurtenances), CIP	1	LS	\$11,000.00	\$11,000.00
6	24" C905 DR25 PVC Pipe, (incl. trenching, backfill, compaction, fittings, appurtenances, testing, disinfection).	3,280	LF	\$162.00	\$531,360.00
7	Rock Excavation and Removal. Includes rock spoil disposal at Owner designated area. Blasting is not allowed.	200	CY	\$110.00	\$22,000.00
8	Water Utility Distribution Valves, butterfly valves, cast iron, mechanical joint, with boxes, 250 PSI, 24" diameter, includes valve box and mechanical joint, excludes excavation and backfill.	3	EA	\$12,000.00	\$36,000.00
9	Water Utility Distribution Valves, butterfly valves, cast iron, mechanical joint, with boxes, 250 PSI, 16" diameter, includes valve box and mechanical joint, excludes excavation and backfill.	1	EA	\$6,100.00	\$6,100.00
10	3" - Combination Air Valve assembly with box, tapping saddle, pipe, fittings, and valve, CIP	1	EA	\$9,400.00	\$9,400.00
11	4" Flush Valve, including 4" PVC pipe, 4" MJ x MJ Gate Valve and valve box, 4" Steel Pipe, 4" Swing Flap Valve, tracer wire, trenching and backfill, Rip Rap, and all fitting and appurtenances CIP	1	EA	\$6,000.00	\$6,000.00
12	24" Check Valve, including excavation and backfill, all fittings and appurtenances, concrete vault and steel lid, CIP	1	EA	\$46,000.00	\$46,000.00
13	Bradner Reservoir Inlet Structure including pre-cast concrete structure, RCP, ring dissipaters, rock and earthwork. CIP	1	EA	\$20,000.00	\$20,000.00
14	Site restoration and seeding of areas disturbed by construction activities including laydown areas, borrow sources, backfilled excavations.	1.13	ACRE	\$6,000.00	\$6,780.00

TOTAL OF BASE BID: \$ 812,340.00

IN WORDS: EXCLUDING TAXES, EIGHT HUNDRED TWELVE THOUSAND THREE
HUNDRED FORTY DOLLARS AND ZERO CENTS.

ADDITIVE ALTERNATE BID ITEMS					
BID ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
A1	Construction Staking including pipe alignments, appurtenances, and earthwork grades.	1	LS	\$2,900.00	\$2,900.00
A2	24" C905 DR25 PVC Pipe, (incl. trenching, backfill, compaction, fittings, appurtenances, testing, disinfection).	700	LF	\$162.00	\$113,400.00
A3	Rock Excavation and Removal. Includes rock spoil disposal at Owner designated area. Blasting is not allowed.	50	CY	\$110.00	\$5,500.00
A4	3" - Combination Air Valve assembly with box, tapping saddle, pipe, fittings, and valve, CIP	1	EA	\$9,400.00	\$9,400.00
A5	24" Check Valve, including excavation and backfill, all fittings and appurtenances, concrete vault and steel lid, CIP	1	EA	\$46,000.00	\$46,000.00
A6	Bradner Reservoir Inlet Structure including pre-cast concrete structure, RCP, ring dissipaters, rock and earthwork. CIP	1	EA	\$20,000.00	\$20,000.00
A7	Site restoration and seeding of areas disturbed by construction activities including laydown areas, borrow sources, backfilled excavations.	0.24	ACRE	\$6,000.00	\$1,440.00

TOTAL OF BID ALTERNATE 1: \$ 198,640.00

IN WORDS: EXCLUDING TAXES, ONE HUNDRED NINETY-EIGHT THOUSAND
SIX HUNDRED FORTY DOLLARS AND ZERO CENTS.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Required Bidder Qualification Statement with supporting data;
 - D. Evidence of authority to do business in the state of the Project;
 - E. New Mexico Contractor's License No.: 8243;
 - F. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
 - G. Copy of a valid resident business certificate or valid resident contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
 - H. Copy of a valid resident veteran business certificate or valid resident veteran contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
 - I. Campaign Contribution Disclosure Form; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BID BOND (NEW MEXICO)

Bond No. CNB-30617-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hays Plumbing & Heating, Inc, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B), 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

Bradner Fill Line Project, Las Vegas NM

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into 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

PROVIDED, HOWEVER, unless the bid documents require the bid security remain in effect for a longer period of time, Surety shall have no liability heron if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED, SEALED AND DATED this 18th day of January, 2018.

Principal:

Hays Plumbing & Heating, Inc

By: Gordon Hays (Seal)
(title) President

Surety:

INSURORS INDEMNITY COMPANY

(Seal)
By: Sherryl L. Quint
Sherryl L. Quint, Attorney-in-Fact



P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-30617-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Sherry L. Quint of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherry Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 18th day of January, 2018

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: HAYS PLUMBING & HEATING INC
DBA: HAYS PLUMBING & HEATING INC
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: **11-Feb-2018**

Certificate Number:

L1311969232

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

8243

Qualifying Party(S)

HAYS RANDY

HAYS RANDY

DALE JASON OLE

HAYS HOWARD L.

EXPIRES

08/31/2018

CLASSIFICATION(S)

ES01, ES03, ES04, ES05

ES06, GA01, GB98, GF02

GF03, GF04, GF05, GF09

GF98, MM98



DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Certificate of Contractor Registration



This is to certify that

Hays Plumbing & Heating, Inc.

600 RAILROAD AVE

LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/10/2017

Registration Number: 002369720111209

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Hays Plumbing & Heating, Inc.

By:

[Signature]

Gordon Hays

[Printed name]

Gordon Hays

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Regina Herrera

[Printed name]

Regina Herrera

Title:

Office Manager

Submittal Date:

01/18/2018

Address for giving notices:

600 Railroad Ave. Las Vegas, NM 87701

Telephone Number:

505-425-7535

Fax Number:

505-454-0202

Contact Name and e-mail address:

Gordon Hays, hays_plumbing@hotmail.com

New Mexico Department of Workforce Solutions Registration No. 002369720111209

Is Bidder eligible for Resident Contractor Preference or Resident Veteran Contractor Preference as defined in the Instructions to Bidders?

Yes Circle one:
No

**Resident Contractor
Preference**

Resident Veteran Contractor
Preference

If yes, attach documentation of Resident Contractor or Resident Veteran Contractor eligibility.

HAYS PLUMBING & HEATING, INC.
600 Railroad Avenue
Las Vegas, NM 87701

Agreement of Shareholders
In Lieu of Annual Meeting

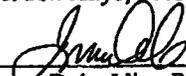
The undersigned, being all of the shareholders of Hays Plumbing & Heating, Inc., waive notice of this meeting and agree that the following is the action of the shareholders taken on 01-08-2018, in lieu of an annual meeting.

1. The Corporation has, during the year preceding this meeting, engaged in its lawful activities, and the acts and conduct of the officers and directors of the Corporation during the preceding year are expressly ratified and approved.
2. It was agreed that the following persons would as directors of the Corporation until the next meeting of the shareholders, the resignation of such directors, or their removal from office.
 - A. Gordon Hays President
 - B. Jason Dale Vice President
 - C. Donna Hays Secretary
 - D. Tonda Dale Treasurer
3. The shareholders agree that the following individuals are authorized to sign contracts, legal and other documents required in the process of conducting regular business:
 - A. Gordon Hays President
 - B. Jason Dale Vice President
4. The effective date hereof shall be 01-08-2018.

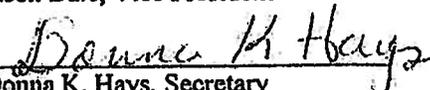
The directors shall remain in office until 01-07-2019, or until their resignation or removal from office.



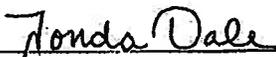
Gordon Hays, President



Jason Dale, Vice President



Donna K. Hays, Secretary



Tonda Dale, Treasurer

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Surveying	Souder, Miller & Associates	B	N/A
	5454 Venice Avenue NE, Suite D		
	Albuquerque, NM 87113		
	(505) 299-0942 License No. 55890		
SWPPP	Caldon Seeding & Reclamation	A	01679820101127
	Route 1 Box 84 - San Acacio, Colorado 81151		
	505-850-8412 License No. 20091511770		

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:

Completion of this statement is required of all Bidders and must be submitted together with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: BRADNER RESERVOIR FILL PIPELINE PROJECT

SUBMITTED BY: Gordon Hays

(Print or Type Name of Bidder)

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 53
2. How many years has your organization been in business under its present name? 53
3. If a corporation, answer the following:
 - a. Date of Incorporation: 01/01/1964
 - b. State of Incorporation: New Mexico
 - c. President's Name: Gordon Hays
 - d. Vice President's Name: Jason Dale
 - c. Secretary or Clerk's Name: Donna Hays
 - d. Treasurer's Name: Tonda Dale
4. If individual or partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name and Address of all Partners:
(State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. _____

6. Do you plan to subcontract any part of this Project. Yes if so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. _____

Souder, Miller & Associates will do surveying.

Caldon Seeding & Reclamation will do Seeding & SWPPP Permitting.

7. Has any construction contract to which you have been a party, or any subcontractor identified on the List of Proposed Subcontractors form has been a party, been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of subcontractor (if applicable), owner, architect or engineer, and surety, and name and date of project. No

Current Construction Projects

Project Name	Owner	Architect/Engineer	Contract Amount	Percent Complete	Scheduled Completion
Gabaldon MDWCA Water System Improvement Project	Max Lucero PO Box 444 Las Vegas, NM 87701 575-425-0212	Ramon Lucero 1201 Parkway Drive Santa Fe, NM 87507 505-473-9211	\$245,623.64	23.80%	February-18
El Dorado 2A/2B Dual Production	Eldorado Area Water & Sanitation District 2 North Chamisa Dr. Suite A Santa Fe, NM 87508 505-466-2531	Casey Cook 2701 Miles Road SE Albuquerque, NM 87106 505-242-5700	\$233,000.00	80%	January-18

Completed Projects

Project Name	Owner	Architect/Engineer	Contract Amount	Date of Completion	Percent of Work w/ Hays forces
El Creston MDWCA Water System Improvement Project	Joseph Zebrowski PO Box 931 Las Vegas, NM 87701 505-718-8168	Paul Kennedy 2904 Rodeo Park Dr. East Bldg. 100 Santa Fe, NM 87505 505-231-2262	\$720,441.21	June 30, 2017	90%
El Dorado Well #2 Re-Drill Project	Eldorado Area Water & Sanitation District 2 North Chamisa Dr. Suite A Santa Fe, NM 87508 505-466-2531	Casey Cook 2701 Miles Road SE Albuquerque, NM 87106 505-242-5700	\$456,939.58	November 30, 2015	60%

Project References

Project Name	Reference Name	Address	Phone Number
El Creston MDWCA Water System Improvement Project	Ramon Lucero	1201 Parkway Drive Santa Fe, NM 87507	505-473-9211
El Dorado Well #2 Re-Drill Project	Casey Cook	2701 Miles Road SE Albuquerque, NM 87106	505-242-5700
El Dorado 2A/2B Dual Production	Casey Cook	2701 Miles Road SE Albuquerque, NM 87106	505-242-5700
Gabaldon MDWCA Water System Improvement Project	Ramon Lucero	1201 Parkway Drive Santa Fe, NM 87507	505-473-9211

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6.

New Mexico. EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04,
GF05, GF09, GF98, MM98.

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: Downey & Co. - Sherryl Quint

6565 Americas PKW NE STE 750 Albuquerque, NM 87110

505-881-0300 ext. 101

b. A bank: Southwest Capital Bank - Mike Melton

622 Douglas Ave. Las Vegas, NM 87701

505-425-7565

c. A major material supplier: Dahl, Inc. (Plumbing) - Bennie Gonzales

1000 Siler Park Ln, Santa Fe, NM 87507

505-470-4292

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this eighteenth day of January 20 18

Bidder: Gordon Hays

(Print or Type Name of Bidder)

By: Gordon Hays

Title: President

(Seal, if Corporation)

BID FORM

BRADNER RESERVOIR FILL PIPELINE PROJECT

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Las Vegas
City Council Chambers
1700 N. Grand Avenue
Las Vegas New Mexico, 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

BIDDER INFORMATION

BIDDER: AUI Inc.

AUTHORIZED AGENT: Darrin Howells

ADDRESS: PO Box 9825, Albuquerque, NM 87119

TELEPHONE NUMBER () 505-242-4848

FAX NUMBER () 505-242-9050

DELIVERY: 7420 Reading Avenue SE, Albuquerque, NM 87105

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0991335216

NEW MEXICO CONTRACTORS LICENSE NO.: 20617

BID ITEM (S): BRADNER FILL LINE PROJECT

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 TECHINCAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF} New Mexico

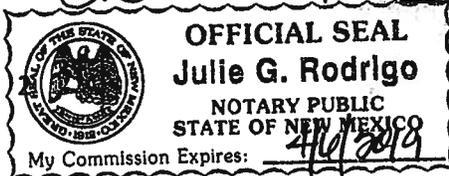
COUNTY OF } Bernalillo

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

Darrin Howells Darrin Howells, President
Signature

Subscribed and sworn to before me, this 18 day of January, 2018.

Julie Rodrigo Julie Rodrigo, Bid Coordinator
Notary Public Signature
My Commission Expires: April 6, 2019



STANDARD BID CLAUSES

AWARDED BID

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Jan 18, 2018 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for 2018. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0341049

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): 02-041075-00-1

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and Four (4) copies of Bid documents.

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

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

January 18, 2017

Date

Darrin Howells, President

Title (Position)

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	1/15/2018
2	1/16/2018

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Note: Gross receipts tax not included.

**CITY OF LAS VEGAS
BRADNER RESERVOIR FILL PIPELINE PROJECT**

BID FORM

BID ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1	Mobilization & Demobilization including pre-construction meetings, permits, submittals, temporary facilities, equipment transportation and onsite preparation and breakdown (75% Mobilization/ 25% Demobilization).	1	LS	110,000.00	110,000.00
2	Quality Control Testing including lab and technician fees for compaction, concrete, materials, and construction water.	1	Allowance	\$16,000	\$16,000
3	SWPPP Implementation, including all BMPs, filing of all notices. Including preparation of SWPPP document.	1	LS	28,928.00	28,928.00
4	Construction Staking including pipe alignments, appurtenances, and earthwork grades.	1	LS	39,643.00	39,643.00
5	Connection to Existing 16" transmission line to WTP (incl. MJ Wye fittings, appurtenances), CIP	1	LS	37,538.00	37,538.00
6	24" C905 DR25 PVC Pipe, (incl. trenching, backfill, compaction, fittings, appurtenances, testing, disinfection).	3,280	LF	233.00	764,240.00
7	Rock Excavation and Removal. Includes rock spoil disposal at Owner designated area. Blasting is not allowed.	200	CY	141.00	28,200.00
8	Water Utility Distribution Valves, butterfly valves, cast iron, mechanical joint, with boxes, 250 PSI, 24" diameter , includes valve box and mechanical joint, excludes excavation and backfill.	3	EA	11,707.00	35,121.00
9	Water Utility Distribution Valves, butterfly valves, cast iron, mechanical joint, with boxes, 250 PSI, 16" diameter , includes valve box and mechanical joint, excludes excavation and backfill.	1	EA	7,836.00	7,836.00
10	3" - Combination Air Valve assembly with box, tapping saddle, pipe, fittings, and valve, CIP	1	EA	12,423.00	12,423.00
11	4" Flush Valve, including 4" PVC pipe, 4" MJ x MJ Gate Valve and valve box, 4" Steel Pipe, 4" Swing Flap Valve, tracer wire, trenching and backfill, Rip Rap, and all fitting and appurtenances CIP	1	EA	12,270.00	12,270.00
12	24" Check Valve, including excavation and backfill, all fittings and appurtenances, concrete vault and steel lid, CIP	1	EA	35,755.00	35,755.00
13	Bradner Reservoir Inlet Structure including pre-cast concrete structure, RCP, ring dissipaters, rock and earthwork. CIP	1	EA	20,278.00	20,278.00
14	Site restoration and seeding of areas disturbed by construction activities including laydown areas, borrow sources, backfilled excavations.	1.13	ACRE	28,459.00	32,158.67

TOTAL OF BASE BID: \$ 1,180,390.67

IN WORDS: One million one hundred eighty thousand three hundred ninety dollars and

sixty seven cents

ADDITIVE ALTERNATE BID ITEMS					
BID ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
A1	Construction Staking including pipe alignments, appurtenances, and earthwork grades.	1	LS	2,967.00	2,967.00
A2	24" C905 DR25 PVC Pipe, (incl. trenching, backfill, compaction, fittings, appurtenances, testing, disinfection).	700	LF	233.00	163,100.00
A3	Rock Excavation and Removal. Includes rock spoil disposal at Owner designated area. Blasting is not allowed.	50	CY	141.00	7,050.00
A4	3" - Combination Air Valve assembly with box, tapping saddle, pipe, fittings, and valve, CIP	1	EA	12,423.00	12,423.00
A5	24" Check Valve, including excavation and backfill, all fittings and appurtenances, concrete vault and steel lid, CIP	1	EA	35,755.00	35,755.00
A6	Bradner Reservoir Inlet Structure including pre-cast concrete structure, RCP, ring dissipaters, rock and earthwork. CIP	1	EA	20,278.00	20,278.00
A7	Site restoration and seeding of areas disturbed by construction activities including laydown areas, borrow sources, backfilled excavations.	0.24	ACRE	16,056.00	3,853.44

TOTAL OF BID ALTERNATE 1: \$ 245,426.44

IN WORDS: Two hundred forty five thousand four hundred twenty six dollars and forty four cents

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Required Bidder Qualification Statement with supporting data;
 - D. Evidence of authority to do business in the state of the Project;
 - E. New Mexico Contractor's License No.: 20617;
 - F. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
 - G. Copy of a valid resident business certificate or valid resident contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
 - H. Copy of a valid resident veteran business certificate or valid resident veteran contractor certificate issued by the taxation and revenue department of the State of New Mexico (if applicable);
 - I. Campaign Contribution Disclosure Form; and

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

AUI Inc.

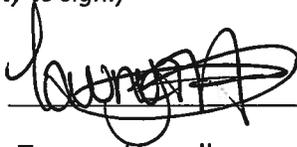
By:
[Signature]



[Printed name] Darrin Howells

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]



[Printed name] Tawnya Howells

Title: Estimating Assistant

Submittal Date: January 18, 2018

Address for giving notices:

PO Box 9825

Albuquerque, NM 87119

Telephone Number: 505-242-4848

Fax Number: 505-242-9050

Contact Name and e-mail address: Darrin Howells

DarrinH@auinc.net

New Mexico Department of Workforce Solutions Registration No. 189272011615

Is Bidder eligible for Resident Contractor Preference or Resident Veteran Contractor Preference as defined in the Instructions to Bidders?

Yes X _____ Circle one: Resident Contractor Preference Resident Veteran Contractor Preference
No _____

If yes, attach documentation of Resident Contractor or Resident Veteran Contractor eligibility.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): AUI Inc.
PO Box 9825
Albuquerque, NM 87119

SURETY (Name, and Address of Principal Place of Business): Western Surety Company
333 S. Wabash Ave
Chicago, IL 60604

OWNER (Name and Address):
City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701

BID

Bid Due Date:

Description (Project Name— Include Location): Raw Water Conveyance Project (317-WTB) - Bradner Reservoir
Fill Pipeline Project. Las Vegas, NM.

BOND

Bond Number: Bid Bond

Date: January 18th, 2018

Penal sum Five Percent (5%) of Amount Bid \$ -----5%-----
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
AUI Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY
Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Darwin Howells
Print Name

Shirley A. Talley
Print Name

President
Title

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature



Title Tawnya Howells, Estimating Assistant Title Client Service Agent

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Shirley A. Talley, Individually

of Albuquerque, NM its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No:

Principal: AUI Inc.

Obligee: City of Las Vegas

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of December, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of January, 2018.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
SWPPP/Seeding	Eight 14 Solutions	B	002510820120808
	5750 Pino Ave NE		
	Albuquerque, NM 87109		
	(505) 872-0846 License #378178		
Surveying/Staking	Souder, Miller & Associates	B	N/A
	5454 Venice Avenue NE, Suite D		
	Albuquerque, NM 87113		
	(505) 299-0942 License # N/A		
Pre-Cast Manholes/ Vaults Installation	No Quotes Received		

List of Proposed Subcontractors - Continued

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Concrete	No Quotes Received		
Pipe Installation	No Quotes Received		

Use additional sheets if necessary.

Attest: 
 Authorized Officer

January 18, 2018
 Date

Darrin Howells, President
 Name and Title

AUI Inc.
 Name of Firm

BIDDER'S QUALIFICATIONS STATEMENT

Important Note:

Completion of this statement is required of all Bidders and must be submitted together with the Bid, as stipulated in the Instructions to Bidders.

PROJECT TITLE: BRADNER RESERVOIR FILL PIPELINE PROJECT

SUBMITTED BY: AUI Inc.

(Print or Type Name of Bidder)

ADDRESS: PO Box 9825, Albuquerque, NM 87119

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 36
2. How many years has your organization been in business under its present name? 15
3. If a corporation, answer the following:
 - a. Date of Incorporation: 12/10/1981
 - b. State of Incorporation: New Mexico
 - c. President's Name: Darrin Howells
 - d. Vice President's Name: Sam Baca and Patrick Shaw
 - c. Secretary or Clerk's Name: Michelle Lontok
 - d. Treasurer's Name: Michelle Lontok
4. If individual or partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name and Address of all Partners:
(State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. N/A

6. Do you plan to subcontract any part of this Project. Yes if so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. We plan to subcontract surveying and staking, seeding, and SWPPP.

7. Has any construction contract to which you have been a party, or any subcontractor identified on the List of Proposed Subcontractors form has been a party, been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of subcontractor (if applicable), owner, architect or engineer, and surety, and name and date of project. Yes, please see attachment A.

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6. Please see attachment D.

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: Western Surety Company Contact: Michael Byrd, Vice President
7770 Jefferson NE, Suite 1101 Telephone: 505-262-9403
Albuquerque, NM 87109

b. A bank: Bank of the West Contact: Ross Busby, VP Business Banking
500 Marquette, Suite 1400 Telephone: 505-843-9180
Albuquerque, NM 87102

c. A major material supplier: Core & Main Contact: Cynthia Carpenter, Area Credit Manager
6135 Second Street NW Telephone: 314-995-9120
Albuquerque, NM 87107

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this 18th day of January 2018

Bidder: AUI Inc.

(Print or Type Name of Bidder)

By: 

Title: Darrin Howells, President



DISCLOSURES CURRENT AS OF JAN-8-2018

Contract Termination

Project: Repair Taxiway to Pad 5, Facility #2618, Kirtland AFB

Date: Dec-5-2017

Owner: US Air Force

Architect or Engineer: US Air Force and Tigerbrain Engineering, Inc.

Surety: CNA

AUI Inc. (AUI), a first-tier subcontractor to Barlovento, LLC (Barlovento) for the Repair Taxiway to Pad 5, Facility #2618 project at Kirtland Air Force Base in Albuquerque, NM, received a Notice of Termination for Default from Barlovento on December 5, 2017. AUI maintains the termination for default was wrongful and is in the process of preparing a formal claim and will pursue arbitration if necessary to remedy the matter. This contract termination is the only one in AUI's history and also in the history of the company's officers and partners.

Liquidated Damages

Project: NM 528 in Sandoval County, CN A300380

Date: 2015

Owner: New Mexico Department of Transportation (NMDOT)

Architect or Engineer: NMDOT

Surety: CNA

For this NMDOT project completed in September 2015, AUI was assessed five days of liquidated damages as a result of scheduling and weather impacts to final striping operations. Even though AUI contended the additional time was excusable, time was not granted for the delay.

Project: NM209 in Curry County, CN 2100760

Date: 2015

Owner: New Mexico Department of Transportation (NMDOT)

Architect or Engineer: NMDOT

Surety: CNA

For this NMDOT project that was substantially completed in October 2015, AUI pursued a claim through the administrative remedy claims process for delays and resultant assessment of liquidated damages associated with the Owner's wrongful delay in scheduling a bridge deck placement preconstruction conference, and with the Owner's denial of AUI's request for a partial suspension due to documented unavailability of concrete material from the only material source in the area. AUI requested 14 additional contract days due to the lack of concrete materials, and 10 additional contract days due to the delayed pre-deck placement conference. Per the Owner's final decision issued in May 2017, a portion of the material-related days were granted, but no additional contract time was granted for delays associated with pre-deck placement conference. Rather than incur additional costs to seek equity through due process, AUI accepted the assessment 15 days of liquidated damages.



Major Construction Projects in Progress as of Jan. 16, 2018

Attachment B

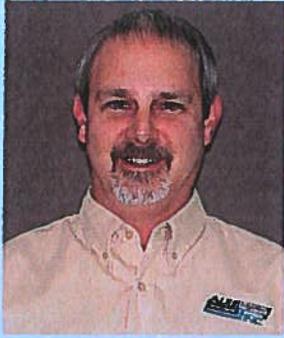
Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion	Reference	Address	Telephone
Westside Sewer Interceptor Yucca/Central	Albuquerque Bernalillo County Water Utility Authority (ABCWUA)	Carollo Engineers	\$6,041,128.70	90%	March 2018	Victoria Dery	One Civic Plaza NW, Room 5027 Albuquerque, NM 87103-	(505) 289-3501
I-40 and NM 124 Interchange at MP 96.500	New Mexico Department of Transportation (NMDOT)	NMDOT	\$12,485,701.53	95%	May 2018	Jayson Grover	1120 Cerrillos Road Santa Fe, NM 87504-1149	(505) 285-6808
US 70, MP 149.200 to MP 149.50	New Mexico Department of Transportation (NMDOT)	NMDOT	\$7,456,700.00	75%	March 2018	Ryan Tafoya	1120 Cerrillos Road Santa Fe, NM 87504-1149	(575) 525-7300
SWRP Pre-UV Bar Screen Construction	Albuquerque Bernalillo County Water Utility Authority (ABCWUA)	Smith Engineering Company	\$5,501,499.63	95%	February 2018	Tom Matthews	One Civic Plaza NW, Room 5027 Albuquerque, NM 87103-	(505) 289-3029
I-25/Rio Bravo Interchange	New Mexico Department of Transportation (NMDOT)	AECOM	\$49,868,301.88	20%	October 2018	Emiliano Martinez	1120 Cerrillos Road Santa Fe, NM 87504-1149	(505) 798-6699
Influent Channel Rehabilitation	Central Valley Water Reclamation Board (CVWRB)	Brown & Caldwell	\$2,958,584.00	25%	July 2018	Ron Roberts	800 West Central Valley Road Salt Lake City, UT 84119-	(801) 973-9100
Coors Blvd & Blake Rd Improvements	Bernalillo County, NM	Souder Miller & Associates	\$4,941,280.99	0%	October 2018	Andrew Pacheco	2400 Broadway Blvd SE Albuquerque, NM 87102-	(505) 848-1500



Major Projects of Same General Nature Completed in the Past Five Years

Attachment C

Project/Location/Relevant Scope	Owner	Engineer	Contract Amount	Completion Date	% AUI Forces	Reference	Company/Address	Telephone
SAD No. 228 (Special Assessment District) Albuquerque, NM 42,000+ LF of 4-12" PVC Waterline 65,000+ CY of Rock Excavation	City of Albuquerque	Wilson & Company	\$26,750,710.56	June 2014	85%	Mahn Tran	City of Albuquerque PO Box 1293 Albuquerque, NM 87103-	(505) 768-2791
13th Street Reconstruction - Phase I Artesia, NM 5,500+ LF of HDPE Waterline 10,000+ LF of 60" Storm Drain	City of Artesia	Smith Engineering Company	\$8,524,428.70	July 2015	61%	Scott Hicks	Smith Engineering Company 2201 San Pedro Dr NE Albuquerque, NM 87110	(575) 622-8866
New Phase I - Double Eagle Waterline Maljamar, NM 56,000+ LF of 16" and 17,715 LF of 24" Waterline 4,000+CY of Rock Excavation	City of Carlsbad	Molzen-Corbin & Associates	\$9,351,097.71	June 2015	86%	Angel Campos	Molzen-Corbin & Associates 2701 Miles Rd SE Albuquerque, NM 87106-	(505) 242-5700
High Pressure Loop Transmission Line Carlsbad, NM 14,595 LF of 18" PVC Waterline	City of Carlsbad	WHPacific, Inc.	\$2,876,563.02	August 2015	82%	Sheila Johnson	WHPacific 6501 Americas Pkwy NE, Ste 400 Albuquerque, NM 87110-	(505) 247-2094
13th Street Reconstruction - Phase II Artesia, NM 5,500+ LF of HDPE Waterline 10,000+ LF of 60" Storm Drain	City of Artesia	Smith Engineering Company	\$6,828,885.89	January 2018	63%	Scott Hicks	Smith Engineering Company 2201 San Pedro Dr NE Albuquerque, NM 87110	(575) 622-8866
Pueblo Place Improvements Project Jemez, NM 5,400+ LF of 12" and 1,600+ LF of 6" Waterline	Pueblo of Jemez	Jemez Water Utility	\$3,193,616.98	November 2016	77%	Denny James	Pueblo of Jemez PO Box 100 Jemez Pueblo, NM 87024-	(575) 834-7359



DARRIN HOWELLS, BSCE
PRESIDENT / STOCKHOLDER

- 10 Years with AUI
- 26 Years Construction Experience

EDUCATION:

University of Pittsburgh
Pittsburgh, PA
B.S., Civil Engineering
B.A., Economics

ACCREDITATIONS:

EIT
Engineer in Training

PROFESSIONAL ASSOCIATIONS:

NMUCA
2010 to Present

American Society of Civil Engineers
1994 to Present

National Society of Professional Engineers
1994 to Present



PROFESSIONAL EXPERIENCE

2007 to PRESENT

Darrin Howells joined AUI Inc. (AUI) in 2007 as a Project Manager and was promoted to Vice President of Operations later that year. He became President and an AUI stockholder in late 2012.

As President of AUI, his primary responsibilities are overseeing selection and bidding of projects, company health and safety, and risk detection/assessment, including identifying ways to eliminate or mitigate risks. These responsibilities have included over 300 employees, individual roadway and utility projects up to \$26M, and annual work volumes of up to \$80M for local, state, federal, and tribal governments, as well as private entities.

As Vice President and President of AUI, he has provided senior oversight on over \$400M worth of diverse projects including utilities, plant work, roadways, bridges, airports, and military targets.

Prior to joining AUI, Mr. Howells was Project Manager for a \$104M PENNDOT project to upgrade a 6-mile section of roadway that included 25 structures. He was also Project Engineer for a \$300M design/build water treatment plant and distribution network in Puerto Rico.

OTHER WORK EXPERIENCE :

2005 to 2007	SR. ESTIMATOR/PROJECT COORDINATOR Entact - Monroeville, PA
2001 to 2005	SR. ESTIMATOR/PROJECT MANAGER Walsh Construction - Pittsburgh, PA
1997 to 2001	PROJECT ESTIMATOR Kvaener - Pittsburgh, PA
1994 to 1997	PROJECT ENGINEER The Dick Group of Companies - Pittsburgh, PA
1991 to 1994	FACILITIES MANAGEMENT University of Pittsburgh - Pittsburgh, PA

BOARD APPOINTMENTS

AUI INC.

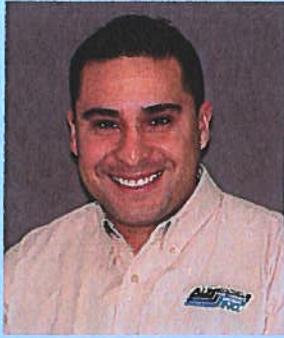
President/Director, 2013 to Present
Vice President/Director, 2010 to 2013

NEW MEXICO UTILITY CONTRACTORS ASSOCIATION (NMUCA)

President, 2015 to 2016
Vice President, 2013 to 2014
Secretary/Treasurer, 2011 to 2012

ABC MERIT WORKSHOP

Board of Directors, 2016 to Present



SAMUEL J. BACA, MBA
VICE PRESIDENT, BUSINESS
DEVELOPMENT / STOCKHOLDER

- 8 Years with AUI
- 14 Years Construction Experience

EDUCATION:

University of Phoenix
Albuquerque, NM
Master of Business
Administration

University of New Mexico
Albuquerque, NM
B.A., Business Management

**AWARDS AND
ACCOMPLISHMENTS:**

Young Nonprofit
Professionals Network
(YNPN) New Mexico
Outstanding Young Board
Member, 2017

40 under Forty
Most Outstanding
Honoree, 2015

Leadership New Mexico
Graduate, 2012



PROFESSIONAL EXPERIENCE

2009 to PRESENT

Sam Baca joined AUI Inc. (AUI) in 2009 as a Project Manager. He became Vice President of Business Development and an AUI stockholder in late 2012.

His business development efforts have been a major factor in AUI's overall revenue increasing by 32% since he began working in this capacity. In addition, the percentage of negotiated work has more than doubled in this same time frame.

Mr. Baca's background as a Project Manager is key in understanding Owners' needs and expectations. His Project Management experience includes, but is not limited to, the following abbreviated list of AUI projects:

- **Paseo Del Volcan Stage II, Iris Rd to US 550 - two single span and two 2-span bridges** (*Rio Rancho, NM – \$8.4M*)
- **PNM's Unit 3 & 4 Runoff Pre-Pond Project** (*Waterflow, NM – \$1.5M*)
- **UNM Bratton Law School Chilled Water and Steam Pipe Renovation** (*Albuquerque, NM – \$1.2M*)
- **Carlsbad Lift Station Improvements** (*Carlsbad, NM – \$1.5M*)
- **UNM Water System Improvement Project** (*Albuquerque, NM – \$1.8M*)

OTHER WORK EXPERIENCE :

2006 to 2009 **PROJECT MANAGER/ESTIMATOR**
DLM Enterprises
Albuquerque, NM

2003 to 2006 **PROJECT MANAGER/ESTIMATOR**
Mayan Construction Co.
Albuquerque, NM

BOARD APPOINTMENTS

AUI Inc.

Vice President/Director, 2013 to Present

ASSOCIATED BUILDERS & CONTRACTORS- NM

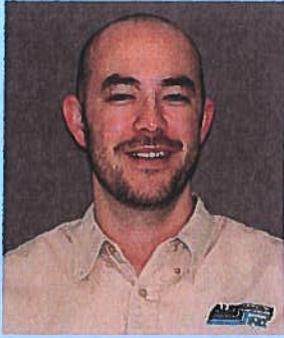
Board of Directors, 2017 to Present

JUNIOR ACHIEVEMENT OF NM

Vice Chair, 2016 to Present
Board of Directors, 2015 to Present

NATIONAL HISPANIC CULTURAL CENTER

Board of Trustees, 2015 to Present



PATRICK SHAW, PE
VICE PRESIDENT, OPERATIONS/
STOCKHOLDER

- 9 Years with AUI
- 18 Years Heavy Civil Construction Experience

EDUCATION:

University of New Mexico
Albuquerque, NM
B.S., Civil Engineering

ACCREDITATIONS:

State of New Mexico
Registered Professional
Engineer
Certification No. 17879

AWARDS:

AGC-NM Best Buildings
Awards: Municipal and
Utilities, ACE Leadership
High Students Award,
and Grand Prize of Show
- *Lead and Coal Avenues
Improvements; Project
Manager*



PROFESSIONAL EXPERIENCE

2008 to Present

Patrick Shaw has 18 years of construction experience and joined AUI Inc. (AUI) in 2008 as a Project Manager and Estimator. He became Vice President of Operations and an AUI stockholder in late 2012.

The key projects he worked on as an NMDOT employee were the I-40/Louisiana Interchange and the I-40/I-25 (Big I) Interchange. As a Project Engineer/Manager in private industry, he provided direct project management on 17 bridges, many on interstate highways.

As Project Manager for AUI, he successfully completed numerous large and/or complex roadway and utility projects. The largest and most high-profile was the *Lead and Coal Avenues Improvements*, completed in 2012 for the City of Albuquerque. This multifaceted \$27M project, which won three AGC-NM awards, consisted of new asphalt, curb, gutter, sidewalks, ADA ramps, and driveways; storm drain facilities; water line replacement; SAS line replacement; signalization and roadway lighting; fiber optic cable, CCTV, and traffic count station installation; signing and striping; garden walls, retaining walls and landscaping.

Since becoming Vice President of Operations, he has provided senior oversight on numerous utility projects in addition to nearly 50 roadway or paving projects, including over a dozen bridges.

OTHER WORK EXPERIENCE:

- | | |
|---------------------|---|
| 2004 to 2008 | PROJECT ENGINEER/ESTIMATOR
A.S. Horner - Albuquerque, NM |
| 2000 to 2004 | ACTING PROJECT MANAGER, Advancing from Engineer Junior/Engineer Intern
NM Department of Transportation - Santa Fe, NM |
| 1999 to 2000 | ENGINEER INTERN
City of Albuquerque - Albuquerque, NM |

BOARD APPOINTMENTS

AUI INC.

Vice President/Director, 2013 to Present

NEW MEXICO ONE CALL, INC.

Board of Directors, 2010 to Present
Secretary/Treasurer, 2012 to 2014

ASSOCIATED CONTRACTORS OF NEW MEXICO

Board of Directors, 2016 to Present



MICHELLE M. LONTOK
SECRETARY/TREASURER AND
CONTROLLER

- 11 Years with AUI
- 19 Years Accounting Experience

EDUCATION:

University of Southern California
Los Angeles, CA
B.S., Accounting

ACCREDITATIONS:

Certified Construction Industry Financial Professional (CCIFP), 2008

PROFESSIONAL ASSOCIATIONS:

Construction Financial Management Association, 2001–Present



PROFESSIONAL EXPERIENCE

2006 to PRESENT

Michelle Lontok is an experienced financial management professional with over 16 years of experience as a corporate controller. She is responsible for all accounting and financial functions of the company, including management of accounting staff, preparation of financial statements, and coordination on annual financial statements and 401k Plan audits. She is also responsible for ensuring that all AUI state contractor licenses and business registrations remain in force.

Michelle coordinates with information technology staff to promote efficiency and ensure that systems and procedures support good accounting practice. She also meets regularly with AUI project managers to review their project budgets and address any issues early.

Her expertise includes:

- Operations and administration
- Controllership
- Cost, budgeting, and operational audit
- Computer system development and implementation
- Data analysis and research

2004 to 2006

CONTROLLER/BUSINESS MANAGER
Entravision Communication
Albuquerque, NM

2001 to 2004

CONTROLLER
Bradbury Stamm Construction Co., Inc.
Albuquerque, NM

1998 to 2001

ASSISTANT CONTROLLER
Builders Trust of NM
Albuquerque, NM

BOARD AND COMMITTEE APPOINTMENTS

AUI INC.

Secretary/Treasurer, 2016 to Present

CONSTRUCTION FINANCIAL MANAGEMENT ASSOCIATION

President, 2015/2016 and 2009/2010

Vice President, 2008/2009

Treasurer, 2007/2008

Member and Chair of Various Committees, 2001 to Present



LICENSING STATES AND CATEGORIES OF CONSTRUCTION

In response to 'Bidder's Qualification Statement', listed below are the states and categories in which AUI Inc. is legally qualified to do business.

<u>Jurisdiction</u>	<u>License Number</u>	<u>Categories</u>
New Mexico	020617	GA98, GB98, GF98, GS29 MM01, MS03, MS06, MM04, ES07
Arizona	081724	Class A
California	700867	Class A
Denver, Colorado	241247	ROW- Sewer Contractor
Sheridan, Colorado	110173	Trade Contractor
Florida	CG-C062336	Certified General Contractor
Georgia	UC301006 UM001382	Utility Contractor Utility Manager
Hawaii	AC 32617 AC 32618 (RME)	General Engineering
Nevada	0072576	Class A
Utah	249424-5501	Contractor E100

**AUTHORIZATION FOR CORPORATE OFFICERS AND
DIRECTORS OF AUI INC.**

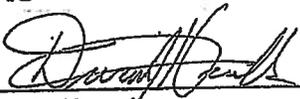
The Board of Directors authorized the following Corporate Officers to transact business for the company and to enter into legal binding contracts. This is effective for one year beginning February 28, 2017 or until changed by the Board of Directors.

CEO
President
Vice President
Vice President
Vice President
Vice President
Secretary
Treasurer

Adam Triolo
Darrin Howells
Sam Baca
Kari Biernacki
Steve Drennan
Patrick Shaw
Michelle Lontok
Michelle Lontok

STOCKHOLDERS


Adam Triolo


Darrin Howells


Sam Baca

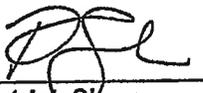

Patrick Shaw

DIRECTORS


Adam Triolo

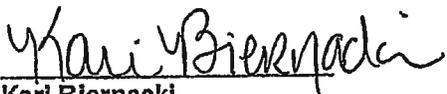

Steve Drennan


Darrin Howells


Patrick Shaw


Sam Baca


Michelle Lontok


Kari Biernacki

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

AUI, INC.

LICENSE NUMBER

20617

Qualifying Party(S)

TRIOLO ADAM Q.

TRIOLO ADAM

EXPIRES

09/30/2020

CLASSIFICATION(S)

ES07, GA98, GB-98, GF98

GS29, MM01, MM04, MS03

MS06



[Signature]
DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

Certificate of Contractor Registration



This is to certify that

AUI Inc

7420 READING AVE SE

ALBUQUERQUE, NM, 87105-7823

has registered with the Department of Workforce Solutions

Registration Date: 5/16/2016

Registration Number: 0189272011615

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: AUL, INC.

DBA: AUL, INC.

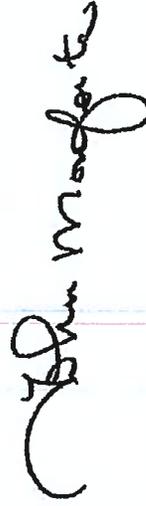
PO BOX 9825

ALBUQUERQUE, NM 87119-9825

Expires: **15-Nov-2020**

Certificate Number:

L0991335216



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/31/18

DEPT: Utilities

MEETING DATE: 02/21/18

ITEM/TOPIC: Resolution No. 18-06 for submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of resolution no. 18-06.

BACKGROUND/RATIONALE: This resolution will allow the city to submit an application to NMFA for new money financing to purchase perpetual water storage rights at Storrie Lake. Funding amount requested is \$4,570,000.00. The funding agency requires that the application be submitted through an approved resolution.

STAFF RECOMMENDATION: Approval of resolution no. 18-06.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on February 13, 2018. 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:



TONITA GURULÉ-GIRÓN
MAYOR



TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND
INFRASTRUCTURE APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date: 02/8/2018

Applicant/Entity:	City of Las Vegas		
Address:	1700 North Grand Avenue		
County	San Miguel	Census Tract:	
Federal Employer Identification Number (EIN) as issued by the IRS:		85-60000149	
Legislative District:	Senate:	House:	
Phone: 505-454-1401	Fax:	Email Address:	amgallegos@lasvegas.gov
Individual Completing Application:	Evan Kist		
Address: Same as Above	6301 Uptown Blvd NE, Suite 110, Albuquerque, NM 87110		
Phone: 505-872-5996	Fax: 505-872-5979	Email Address:	Evan.kist@rbccm.com

B. CONSULTING PROFESSIONALS (Bond/Legal Counsel, Architect, Engineer, etc.), if available:

Firm:	RBC Capital Markets		
Contact:	Paul Cassidy		
Address:	6301 Uptown Blvd, Suite 110, Albuquerque, NM 87110		
Phone: 505-872-5992	Fax: (505)872-5979	Email Address:	Paul.cassidy@rbccm.com

C. PRIMARY CONTACT PERSON:

Name:	City of Las Vegas		
Contact:	Ann Marie Gallegos		
Address:	1700 North Grand Avenue		
Phone: 505-454-1401	Fax:	Email Address:	amgallegos@lasvegas.gov

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of the project. New Money financing to purchase perpetual water storage rights at Storrie Lake.

2. Proposed Project Start Date: N/A Proposed Project Completion Date: N/A

When do you need NMFA funds available? May 2018

3. How will the ongoing maintenance, operation, and replacement of this project be funded? NA

4. Provide a detailed drawdown schedule for project payments. The schedule may reflect monthly or quarterly payments.

B. Total Project Cost & Sources of Funds Detail.

Construction Activities	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Planning and Design	\$	\$	\$	\$ 0.00
Construction	\$	\$	\$	\$ 0.00
Equipment	\$	\$	\$	\$ 0.00
Infrastructure Activities				
Facility Acquisition	\$	\$	\$	\$ 0.00
Water Storage Rights Acquisition	\$4,000,000	\$	\$	\$4,000,000
Debt Service Reserve Fund	\$465,000			\$465,000
Costs of Issuance	\$60,000	\$	\$	\$60,000.00
NMFA Fee	\$40,000			\$40,000
Rounding	\$5,000	\$	\$	\$5,000.00
Total Cost:	\$4,570,000.00	\$ 0.00	\$ 0.00	\$4,570,000.00

*Specify any other public funds, and amounts and terms of these funds, i.e. FmHA, CDBG, EPA, etc.

Source	Amount	Terms / # of Years
	\$	
	\$	
Total:	\$ 0.00	

Attach a letter verifying that each non-NMFA funding source has been approved, or is in the process of being approved for this project. Explain any exceptions.

C. Will this project require right-of-way acquisition? Yes No X

If yes, specify any right-of-way needs, and whether acquisition may or may not delay beginning of project.

D. Who will hold title to the land where the project is to be located? City of Las Vegas

If this is land owned by the Bureau of Land Management, State Land Office, or Tribal Land, please attach lease agreements. (If there is no clear title, attach an explanation of ownership arrangements.)

E. Does this project require a Joint Powers Agreement (JPA)? Yes No X

If yes, provide a copy of (attach) the JPA, which should include a list of the current membership

III. FINANCING

A. 1. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- X Municipal Local Option GRT – please specify: 0.25% Capital Outlay GRT
- County Option GRT – please specify: _____
- Other Tax-Based Revenue: _____
- State-Shared GRT
- Law Enforcement Funds
- Fire Protection Funds
- Net System Revenues: _____
- Other Revenue: _____

2. Is there an alternative revenue source available to pledge to pay debt service in the event that the primary pledged revenue is unavailable or insufficient? Yes No X If yes, specify:

3. Preferred financing term: Final maturity is 2028

B. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes No **X**

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- Equipment cost breakdown (if applicable)
- Three most recently completed fiscal year audit reports
- Current unaudited financials
- Current fiscal year budget
- Verification of ownership of land where project will be located
- Documentation that each non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
- Joint Powers Agreement (if applicable)

B. In addition, complete the following information, using additional paper as necessary. These items will be required prior to disbursement of NMFA proceeds:

- Provide a detailed drawdown schedule for project payments
 - Final technical information for the project, stamped and approved by a registered engineer
 - Cost breakdown of the project, certifiable by either an engineer or architect
 - Area map, site map, and floor map (if applicable)
 - Verification of ownership of land where project will be located
 - Documentation that each Non-NMFA project funding source has been approved, or is in the process of being approved (if applicable)
 - Documentation showing status of right-of-way acquisition (if applicable)
 - Explanation of land ownership arrangements (if applicable)
 - List all required permits and licenses necessary to complete this project. Detail the status of each item, a plan of action, and time frame for completing incomplete permits and licenses. Also provide a copy of all permits and licenses.
 - Is there litigation pending which would have a bearing on this project or applicant? Yes No
- If yes, provide a complete summary of all circumstances relating to such litigation.

Indicate the regular meeting dates for your authorizing body: second and fourth Wednesdays of the month

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director:

SOURCES AND USES OF FUNDS

Water Supply
Proposed Series 2018 Financing (NMFA Loan)
Storrey Lake Project
Current Rates (2/8/2018) + 25bps

Dated Date 05/25/2018
Delivery Date 05/25/2018

Sources:

Bond Proceeds:	
Par Amount	4,550,000.00
	4,550,000.00

Uses:

Project Fund Deposits:	
Project Fund	4,000,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	455,000.00
Delivery Date Expenses:	
Cost of Issuance	60,000.00
Underwriter's Discount	34,125.00
	94,125.00
Other Uses of Funds:	
Additional Proceeds	875.00
	4,550,000.00

BOND SUMMARY STATISTICS

Water Supply
Proposed Series 2018 Financing (NMFA Loan)
Storrey Lake Project
Current Rates (2/8/2018) + 25bps

Dated Date	05/25/2018
Delivery Date	05/25/2018
Last Maturity	05/01/2028
Arbitrage Yield	2.524722%
True Interest Cost (TIC)	2.670862%
Net Interest Cost (NIC)	2.666659%
All-In TIC	2.931598%
Average Coupon	2.533782%
Average Life (years)	5.644
Duration of Issue (years)	5.212
Par Amount	4,550,000.00
Bond Proceeds	4,550,000.00
Total Interest	650,717.47
Net Interest	684,842.47
Total Debt Service	5,200,717.47
Maximum Annual Debt Service	524,977.00
Average Annual Debt Service	523,562.16
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.500000
Total Underwriter's Discount	7.500000
Bid Price	99.250000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	4,550,000.00	100.000	2.534%	5.644	2,334.25
	4,550,000.00			5.644	2,334.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,550,000.00	4,550,000.00	4,550,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-34,125.00	-34,125.00	
- Cost of Issuance Expense		-60,000.00	
- Other Amounts			
Target Value	4,515,875.00	4,455,875.00	4,550,000.00
Target Date	05/25/2018	05/25/2018	05/25/2018
Yield	2.670862%	2.931598%	2.524722%

BOND PRICING

Water Supply
 Proposed Series 2018 Financing (NMFA Loan)
 Storrey Lake Project
 Current Rates (2/8/2018) + 25bps

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	05/01/2019	390,000	1.590%	1.590%	100.000
	05/01/2020	425,000	1.840%	1.840%	100.000
	05/01/2021	430,000	1.980%	1.980%	100.000
	05/01/2022	440,000	2.110%	2.110%	100.000
	05/01/2023	450,000	2.260%	2.260%	100.000
	05/01/2024	460,000	2.400%	2.400%	100.000
	05/01/2025	470,000	2.540%	2.540%	100.000
	05/01/2026	480,000	2.680%	2.680%	100.000
	05/01/2027	495,000	2.780%	2.780%	100.000
	05/01/2028	510,000	2.860%	2.860%	100.000
		4,550,000			

Dated Date	05/25/2018	
Delivery Date	05/25/2018	
First Coupon	11/01/2018	
Par Amount	4,550,000.00	
Original Issue Discount		
Production	4,550,000.00	100.000000%
Underwriter's Discount	-34,125.00	-0.750000%
Purchase Price	4,515,875.00	99.250000%
Accrued Interest		
Net Proceeds	4,515,875.00	

BOND DEBT SERVICE

Water Supply
Proposed Series 2018 Financing (NMFA Loan)
Storrey Lake Project
Current Rates (2/8/2018) + 25bps

Period Ending	Principal	Coupon	Interest	Debt Service
05/01/2019	390,000	1.590%	99,099.47	489,099.47
05/01/2020	425,000	1.840%	99,977.00	524,977.00
05/01/2021	430,000	1.980%	92,157.00	522,157.00
05/01/2022	440,000	2.110%	83,643.00	523,643.00
05/01/2023	450,000	2.260%	74,359.00	524,359.00
05/01/2024	460,000	2.400%	64,189.00	524,189.00
05/01/2025	470,000	2.540%	53,149.00	523,149.00
05/01/2026	480,000	2.680%	41,211.00	521,211.00
05/01/2027	495,000	2.780%	28,347.00	523,347.00
05/01/2028	510,000	2.860%	14,586.00	524,586.00
	4,550,000		650,717.47	5,200,717.47

BOND DEBT SERVICE

Water Supply
Proposed Series 2018 Financing (NMFA Loan)
Storrey Lake Project
Current Rates (2/8/2018) + 25bps

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2018			46,010.47	46,010.47	
05/01/2019	390,000	1.590%	53,089.00	443,089.00	489,099.47
11/01/2019			49,988.50	49,988.50	
05/01/2020	425,000	1.840%	49,988.50	474,988.50	524,977.00
11/01/2020			46,078.50	46,078.50	
05/01/2021	430,000	1.980%	46,078.50	476,078.50	522,157.00
11/01/2021			41,821.50	41,821.50	
05/01/2022	440,000	2.110%	41,821.50	481,821.50	523,643.00
11/01/2022			37,179.50	37,179.50	
05/01/2023	450,000	2.260%	37,179.50	487,179.50	524,359.00
11/01/2023			32,094.50	32,094.50	
05/01/2024	460,000	2.400%	32,094.50	492,094.50	524,189.00
11/01/2024			26,574.50	26,574.50	
05/01/2025	470,000	2.540%	26,574.50	496,574.50	523,149.00
11/01/2025			20,605.50	20,605.50	
05/01/2026	480,000	2.680%	20,605.50	500,605.50	521,211.00
11/01/2026			14,173.50	14,173.50	
05/01/2027	495,000	2.780%	14,173.50	509,173.50	523,347.00
11/01/2027			7,293.00	7,293.00	
05/01/2028	510,000	2.860%	7,293.00	517,293.00	524,586.00
	4,550,000		650,717.47	5,200,717.47	5,200,717.47

City of Las Vegas

Supplements to NMFA PPRF Infrastructure Application

III. Financing

Pledge Revenues – Capital Outlay GRT

FY2017

Fiscal Year 2017	2016						2017						Total
	July	August	September	October	November	December	January	February	March	April	May	June	
Municipal Environment	12,867	-3,764	11,257	13,091	13,619	11,820	12,883	14,862	12,237	11,727	13,087	11,151	134,637
Municipal Environment(Food)	1,520	1,674	1,559	1,477	2,034	904	1,455	1,505	1,341	1,366	1,399	1,450	17,884
Municipal Environment(Medical)	281	26,791	303	213	790	-149	242	286	341	244	299	418	30,060
Total Municipal Environment	14,668	24,701	13,120	14,781	16,443	12,575	14,580	16,653	13,918	13,337	14,788	13,020	182,381
Muni Capital Outlay GRT	51,444	-15,311	44,961	52,320	54,371	47,251	51,473	58,574	48,806	46,849	52,175	44,438	537,351
Muni Capital Outlay GRT(Food)	6,080	6,698	6,237	5,908	8,125	3,826	5,819	6,020	5,364	5,463	5,595	5,800	70,734
Muni Capital Outlay GRT(Medical)	1,126	107,163	1,213	853	3,160	-595	969	1,144	1,363	977	1,194	1,673	120,239
Total Muni Capital Outlay GRT (Water)	68,660	98,560	52,410	69,082	66,655	50,282	58,290	65,738	55,532	53,288	59,968	61,911	728,324
Muni Infra-Structure	51,475	-15,050	45,034	52,373	54,497	47,284	51,546	58,656	48,956	46,918	52,359	44,810	538,658
Muni Infra-Structure(Food)	6,080	6,698	6,237	5,908	8,136	3,815	5,819	6,020	5,364	5,463	5,595	5,800	70,734
Muni Infra-Structure(Medical)	1,126	107,163	1,213	853	3,160	-595	969	1,144	1,363	977	1,194	1,673	120,239
Total Muni Infra-Structure	68,680	98,812	52,483	69,134	66,793	60,304	58,333	65,819	55,683	53,368	59,149	62,083	729,831
Municipal GRT	284,826	-120,027	245,647	289,734	302,466	259,239	284,862	327,872	269,237	256,697	289,807	242,811	2,933,170
Municipal GRT(Food)	30,400	33,489	31,185	29,542	40,681	18,073	29,093	30,100	26,819	27,314	27,977	29,000	353,672
Municipal GRT(Medical)	5,828	535,817	6,063	4,265	15,798	-2,974	4,843	5,718	6,815	4,884	5,972	8,367	601,196
Total Municipal GRT	320,853	448,279	282,895	323,641	358,944	274,338	318,798	363,690	302,670	288,696	323,766	280,177	3,888,038
Muni Share - State GRT	261,348	-74,042	228,675	265,383	281,604	240,727	261,847	298,468	248,681	238,794	266,548	227,647	2,745,678
Muni Share - State GRT(Food)	29,792	32,819	30,562	28,951	39,887	17,712	28,511	29,498	26,282	26,768	27,417	28,420	346,598
Muni Share - State GRT(Medical)	5,515	525,101	5,942	4,180	15,482	-2,915	4,746	5,604	6,679	4,787	5,853	8,199	589,171
Total Muni Share - State GRT	296,654	483,877	265,178	298,614	336,953	255,524	295,104	333,670	281,641	270,348	299,617	264,268	3,681,447
Interstate Telecom	471	457	456	452	453	462	443	433	423	414	419	398	5,281
Total	749,977	1,155,676	666,543	755,504	844,241	643,485	745,519	845,703	710,068	679,641	756,890	661,856	9,215,102
HHGRT Distributions	87,546	1,383,413	90,513	82,150	137,232	36,702	82,465	87,038	81,730	78,243	82,495	90,800	2,320,327

FY2016

Fiscal Year 2016	2015						2016						Total
	July	August	September	October	November	December	January	February	March	April	May	June	
Municipal Environment	12,198	13,062	14,351	12,528	13,286	12,505	12,663	15,174	11,482	13,476	14,458	12,400	157,583
Municipal Environment(Food)	1,622	1,660	1,865	1,826	1,593	1,666	515	543	535	4,314	1,522	1,474	19,135
Municipal Environment(Medical)	321	406	349	303	301	290	369	377	276	159	401	284	3,817
Total Municipal Environment	14,141	15,127	16,566	14,658	15,179	14,461	13,547	16,094	12,293	17,949	16,381	14,138	180,536
Muni Capital Outlay GRT	48,425	52,055	57,122	50,259	53,008	49,983	50,518	60,602	45,884	53,707	57,625	49,474	628,862
Muni Capital Outlay GRT(Food)	6,488	6,639	7,461	7,310	6,371	6,665	2,059	2,170	2,140	17,254	6,089	5,895	76,542
Muni Capital Outlay GRT(Medical)	1,286	1,624	1,397	1,214	1,202	1,161	1,477	1,506	1,104	637	1,606	1,056	15,268
Total Muni Capital Outlay GRT (Water)	66,199	60,317	65,980	58,783	60,581	57,809	64,064	64,278	49,128	71,697	65,320	56,426	720,471
Muni Infra-Structure	48,807	52,265	57,401	50,133	53,163	50,032	50,654	60,705	45,939	53,917	57,838	49,607	630,460
Muni Infra-Structure(Food)	6,488	6,639	7,461	7,310	6,371	6,665	2,059	2,170	2,140	17,254	6,089	5,895	76,542
Muni Infra-Structure(Medical)	1,286	1,624	1,397	1,214	1,202	1,161	1,477	1,506	1,104	637	1,606	1,056	15,268
Total Muni Infra-Structure	56,581	60,527	66,259	58,657	60,735	57,858	64,169	64,382	49,183	71,808	65,533	56,667	722,269
Municipal GRT	295,335	316,529	347,338	303,593	321,849	302,685	306,807	367,869	239,609	287,809	350,109	273,125	3,712,657
Municipal GRT(Food)	32,442	33,195	37,307	36,550	31,854	33,323	10,295	10,851	10,701	86,271	30,447	29,473	382,709
Municipal GRT(Medical)	6,429	8,118	6,983	6,069	6,010	5,805	7,384	7,532	5,519	3,184	8,029	5,278	76,338
Total Municipal GRT	334,206	357,842	391,627	346,213	359,712	341,812	324,486	396,252	255,928	377,263	388,588	307,876	4,171,703
Muni Share - State GRT	247,218	284,742	290,690	254,035	269,377	253,422	257,819	307,547	236,523	273,695	298,072	251,625	3,204,763
Muni Share - State GRT(Food)	31,793	32,531	36,560	35,819	31,217	32,656	10,089	10,634	10,487	84,545	29,838	28,884	375,055
Muni Share - State GRT(Medical)	6,301	7,955	6,843	5,948	5,890	5,689	7,236	7,381	5,409	3,120	7,868	5,172	74,811
Total Muni Share - State GRT	285,312	305,229	334,093	295,802	306,483	291,767	275,144	325,562	252,418	361,359	335,779	285,681	3,664,628
Interstate Telecom	658	644	727	693	661	717	657	602	611	555	507	472	7,504
Total	747,098	799,686	875,253	774,805	803,351	764,424	722,076	857,169	619,462	900,532	872,106	721,148	9,457,111
HHGRT Distributions	94,458	100,390	107,623	103,565	92,009	95,080	42,959	44,870	39,414	217,373	93,497	84,444	1,115,482

FY2015

	2014						2015						
	July	August	September	October	November	December	January	February	March	April	May	June	Total
Municipal Environment	12,371	12,160	12,670	11,920	13,057	13,660	11,922	13,767	5,128	12,254	13,505	12,842	145,256
Municipal Environment(Food)	1,644	1,657	1,874	1,825	1,519	1,753	1,622	1,805	1,581	1,573	1,497	1,700	20,049
Municipal Environment(Medical)	331	421	294	362	277	317	315	481	-245	241	419	544	3,757
Total Municipal Environment	14,346	14,238	14,837	14,107	14,853	16,730	13,559	16,053	6,465	14,068	15,421	15,088	169,062
Muni Capital Outlay GRT	48,755	46,996	49,863	47,138	50,390	54,074	47,270	54,623	18,475	48,641	53,766	51,269	571,260
Muni Capital Outlay GRT(Food)	6,575	6,627	7,495	7,298	6,077	7,011	6,488	7,219	6,325	6,292	5,989	6,800	80,195
Muni Capital Outlay GRT(Medical)	1,324	1,682	1,176	1,450	1,107	1,267	1,259	1,925	-979	965	1,674	2,176	15,028
Total Muni Capital Outlay GRT	56,654	55,306	58,534	55,886	57,574	62,352	56,017	63,767	23,820	55,898	61,429	60,246	666,483
Muni Infra-Structure	49,412	48,642	50,689	47,681	51,513	54,643	47,693	55,088	20,526	49,030	54,020	51,377	580,315
Muni Infra-Structure(Food)	6,575	6,627	7,495	7,298	6,077	7,011	6,488	7,219	6,325	6,292	5,989	6,800	80,195
Muni Infra-Structure(Medical)	1,324	1,682	1,176	1,450	1,107	1,267	1,259	1,925	-979	965	1,674	2,176	15,028
Total Muni Infra-Structure	57,311	56,952	59,369	56,429	58,697	62,921	56,441	64,232	25,871	56,287	61,684	60,364	675,538
Municipal GRT	299,058	292,621	306,167	288,405	314,489	330,807	288,242	333,392	122,127	296,532	327,157	311,307	3,510,304
Municipal GRT(Food)	32,874	33,137	37,473	36,491	30,384	35,055	32,441	36,094	31,623	31,458	29,946	34,001	400,977
Municipal GRT(Medical)	6,622	8,412	5,880	7,249	5,535	6,337	6,296	9,623	-4,696	4,827	8,372	10,881	75,138
Total Municipal GRT	338,554	334,169	349,519	332,145	350,408	372,199	326,979	379,109	148,854	332,817	365,475	366,189	3,986,419
Muni Share - State GRT	250,662	246,366	256,742	243,745	264,617	276,822	241,559	279,033	103,980	248,339	273,603	260,306	2,945,773
Muni Share - State GRT(Food)	32,217	32,474	36,723	35,762	29,776	34,354	31,792	35,372	30,990	30,829	29,347	33,321	392,957
Muni Share - State GRT(Medical)	6,489	8,243	5,763	7,104	5,425	6,211	6,170	9,430	-4,798	4,730	8,205	10,664	73,635
Total Muni Share - State GRT	289,368	287,084	299,228	286,610	299,818	317,386	279,521	323,836	130,172	283,899	311,164	304,290	3,412,365
Interstate Telecom	662	665	648	645	429	636	613	660	642	642	711	655	7,606
Total	756,895	748,414	782,126	745,822	781,778	831,225	731,429	847,656	335,823	743,611	815,874	796,820	8,917,473
HHGRT Distributions	95,975	100,963	105,348	106,288	87,284	100,583	94,129	111,091	64,947	88,173	93,112	109,064	1,156,958

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/31/18

DEPT: Utilities

MEETING DATE: 02/21/18

ITEM/TOPIC: Publication of Ordinance No. 18-01 to enter into a loan agreement with the New Mexico Finance Authority.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to publish ordinance no. 18-01.

BACKGROUND/RATIONALE: This loan is for the purposes of obtaining funding in the amount of \$4,570,000.00 with interest for financing the acquisition of water storage rights. The loan will be repaid from the distributions of the revenues from GRT. The funding agency requires that the loan be approved through ordinance.

STAFF RECOMMENDATION: Approval to publish ordinance no. 18-01.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on February 13, 2018. 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.

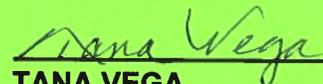


SUBMITTER'S SIGNATURE

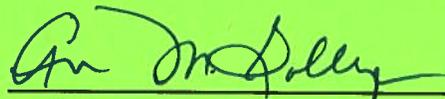
REVIEWED AND APPROVED BY:



TONITA GURULE-GIRÓN
MAYOR



TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-01

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$4,570,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR USE BY THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE, AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project and the Project will provide for the public health, peace and safety of the Governmental Unit and its citizens; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the Municipal Capital Outlay Gross Receipts Tax pursuant to Section 7-19D-12, NMSA 1978, as

amended, on the gross receipts of all persons engaging in business within the Governmental Unit, which provides for the Pledged Revenues; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed with the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS THAT:

Section 1. Definitions. As used in the Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12 and Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, Section 7-19D-12, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance and the Tax Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of any of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, City Manager, City Treasurer, and City Clerk of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority and the Trustee in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Las Vegas, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement dated the Closing Date between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“Loan Agreement Reserve Account” means the loan agreement reserve account in the name of the Governmental Unit established under the Indenture, funded from the proceeds of the Loan Agreement or by the Governmental Unit, and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means the amount shown as the Loan Agreement Reserve Account Deposit on the Term Sheet attached as Exhibit “A” to the Loan Agreement, which amount shall not to exceed the least of (i) ten percent (10%) of the Loan Agreement Principal Amount, (ii) 125% of the average annual principal and interest requirements under the Loan Agreement, or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. 18-01 as adopted by the Governing Body on March 21, 2018, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement, as amended from time to time.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet, if any.

“Pledged Revenues” means the revenues derived from the one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax enacted pursuant to Section 7-19D-12, NMSA 1978, as amended, and the Tax Ordinance, distributed to the Governmental Unit monthly by the Distributing State Agency.

“Processing Fee” means the processing fee to be paid by the Governmental Unit on the Closing Date to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means acquiring, extending, enlarging, bettering, repairing, improving, constructing, purchasing, furnishing, equipping or rehabilitating any independent fire district project or facilities, including where applicable purchasing, otherwise acquiring or improving the ground for the project, or any combination of such purposes, all within the Governmental Unit, as described in the Term Sheet.

“Tax Ordinance” means Governmental Unit Ordinance No. 06-11 adopted by the Governing Body on June 7, 2006 pursuant to Section 7-19D-12, NMSA 1978, which imposes a one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement, and the Intercept Agreement. The Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-12, NMSA 1978, as amended, the Governmental Unit has heretofore adopted the Tax Ordinance, which imposes a Municipal Capital Outlay Gross Receipts Tax of one-quarter of one percent (0.25%) on the gross receipts of persons engaging in business within the Governmental Unit.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$4,570,000, plus interest, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project, (ii) fund the Loan Agreement Reserve Account, (iii) make a deposit to the Finance Authority Debt Service Account, and (iv) pay the Processing Fee and Expenses.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an aggregate principal amount of \$4,570,000, shall be payable in installments of principal due on _____ 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on _____ 1 and _____ 1 of each year, commencing on _____ 1, 2018 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions as are consistent with this Ordinance and as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and Loan Agreement Reserve Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account as set forth in

the Term Sheet; and (iii) the payment of the Processing Fee to the Finance Authority, all as set forth in the Term Sheet.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account and the Program Account and Loan Agreement Reserve Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that payment for the Project has been completed. As soon as practicable after the Completion Date, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any

other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and in the Loan Agreement. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as provided therein.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Las Vegas, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 18-01 duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on March 21, 2018. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-01

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$4,570,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR USE BY THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE, AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL

AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF MARCH, 2018.

CITY OF LAS VEGAS, NEW MEXICO

ATTEST:

Tonita Gurulé-Girón, Mayor

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/09/2017 DEPT: Fire MEETING DATE: 02/21/2018

ITEM/TOPIC: Approval and awardment of Emergency Medical Services Contract to Superior Ambulance.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval to award Contract to Superior Ambulance.*

BACKGROUND/RATIONALE: The City of Las Vegas Fire Department went out for Request for proposals and Superior Ambulance was the sole bidder for the proposal. All requirements were met and negotiations were conducted.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

**CONTRACT FOR EMERGENCY
AMBULANCE SERVICES**

This Contract made and entered into this ____ day of _____, 201 ____, by and between City of Las Vegas, hereinafter referred to as “City” and Superior Ambulance Service, hereinafter referred to as “Provider.” The parties hereto determine that the Provider has the expertise to provide the services stipulated under Article 1, “Services to be Provided” and incorporated Attachments, “Attachment A” Scope of Work, and “Attachment B” HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the Provider agrees that it will implement, in all respects, the activities outlined in the “SCOPE OF WORK,” attached hereto as “Attachment A.” The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the City obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. REQUIRED MEETINGS

Attend quarterly City of Las Vegas Management Team (CLVMT) meetings as scheduled by the City. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. City of Las Vegas may schedule additional meetings as deemed necessary.

2. RECORDS RETENTION

Maintain records of the clients served, as specified by the City, including information about whether the clients are insured or uninsured and their City residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the City. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

3. HIPAA COMPLIANCE

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended (“HIPAA”) in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the Provider agrees to comply with the provisions set forth in “Attachment B” regarding such Protected Health Information. The Provider’s obligations under this sub-part shall

survive the expiration or termination of this Contract regardless of the reason for such termination.

4. QUARTERLY ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual report, to the City at the CLVMT meetings. Unless approved otherwise in writing, all required reports will comply with the City formats and requirements. City of Las Vegas may require additional information as deemed necessary.

5. MONITORING

The Provider shall allow the City staff to observe Provider's activities, interview the population served, allow records evaluation and shall provide requested information through the annual audit period for the City (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the City, as soon as possible, in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for four (4) years, renewable yearly and contingent on funding for the term of this contract.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas or any other location(s) approved by the City.

The Provider shall actively take measures to become knowledgeable with City street names and locations.

The Provider shall actively take measures to become knowledgeable with the Ten (10) Codes used by the City's dispatch system (PSAP).

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

Superior Ambulance must maintain a response plan for the City of Las Vegas. It should consist of a minimum daily staffing level of three (3) dedicated ambulances for the City of Las Vegas at all times. A minimum of two (2) emergency response ambulances and one (1) combination emergency and non-emergency ambulance shall be utilized in the day to day operation within the City of Las Vegas to meet the current need for services. At least one of these ambulance units in service shall have 4x4 driving capabilities. The Provider agrees to staff the third (3rd) ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and non emergency/interfacility transports. A procedure for non-emergency, non-911 responses shall be established that will not interfere with the emergency staffing levels. Non-emergency response requests should be answered by Albuquerque dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in the City of Las Vegas, stable non-emergency transports that are going into or coming from the City of Las Vegas to other points and places outside of the City, should be conducted by their Albuquerque or Santa Fe units when available. For non-emergency transportation services within the City of Las Vegas, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside the City of Las Vegas, and by assigning an ambulance to conduct a transport that will impact the services in the City of Las Vegas, the Provider shall delay the transport and assign the transport to one (1) of their other operations, so not to impact services within the City. Additionally, if the transport is deemed an emergency to another facility outside the City, the Provider shall dispatch a local ambulance, and will supplement coverage with a Pecos unit, or will have the Pecos unit intercept the Las Vegas Ambulance so that the ambulance can quickly be put back into service.

Should any or all of the three (3) Ambulance units available for service within City Limits become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

ARTICLE 5. COST AND PAYMENT:

The total amount of the Contract for the period of performance specified above shall not exceed the amount specified below and annually funded by the City for the term covered by this Contract. Payment to the Provider shall be made in the course of the Contract period of performance in:

Twelve (12) equal monthly installments of \$14,583.33 per calendar year

Contract amount: \$175,000.00 per calendar year

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE CITY:

Ann Marie Gallegos,
Interim City Manager
City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

FOR THE PROVIDER

Chris L. Archuleta
Executive Director and CEO
Superior Ambulance Service
P.O. Box 6482
Albuquerque, NM 87197

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the City.

ARTICLE 8. HOLD HARMLESS:

The Provider 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, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider’s negligence or intentional acts, errors or omissions in the Provider’s performance under this Contract. The Provider’s agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement) , signed by the insurance agent for the Provider and returned to the City, which Certificate or Endorsement shall include evidence of the right of the City of Las Vegas to notice of non-payment or and notice of cancellation, with this signed Contract. If, for any reason, any material change occurs in the insurance coverage during the course of the Contract, such change will not become effective until thirty (30) days after the City has received written notice of such change.

1. The insurance policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

- a. All insurance required is in effect.
- b. The City is an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of nonpayment or and notice of cancellation to the City of Las Vegas
- c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the City shall be excess and not contributor insurance.
- e. Waiver of subrogation on workers compensation in favor of City.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Best rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME, PENALTIES AND EXEMPTIONS:

The Provider will meet the performance standards and be subject to penalties as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. Penalties will not be assessed when the City of Las Vegas Management Team determines that a response time failure was substantially caused by one of the following circumstances:

- 1. Incorrect or inaccurate dispatch information;
- 2. Material change in dispatch location;
- 3. Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;
- 4. Scheduled or unscheduled CAD failure;
- 5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
- 6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
- 7. Periods of unusual system overload, defined as:

- a. greater than two simultaneous or overlapping emergency / urgent responses within the City of Las Vegas; or
 - b. greater than four simultaneous or overlapping emergency / urgent responses within the City of Las Vegas and mutual aide areas; or
 - c. Two responses dispatched within ten (10) minutes of one another
- 8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;
 - 9. Organized labor actions outside of the Provider’s organization which intentionally delay response times or impair service delivery capabilities;
 - 12. Delays caused by a facility being unable to receive a patient; or
 - 13. A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;
 - 14. Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the City of Las Vegas Management Team on a case by case basis and accepted or rejected by the City Manager following a recommendation from the City of Las Vegas Management Team.

Provider shall be made aware of any failure to meet compliance standards at the above named meeting and will have thirty; (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls. All protests shall be evaluated and final determination shall be made by City Manager or designee within the next thirty (30) days as to the status of the protest. Provider shall be notified of any penalty assessed against it by the end of this second thirty (30) day period and shall have no more than ninety (90) days from the date of the original compliance meeting to remit any penalty payment due. The City shall not assess any penalty later than ninety (90) days after the compliance meeting at which an out of compliance determination was made. Relief to the above time frames may be granted by the City Manager on a “case by case” basis and in response to a written request by Provider.

Response Times:

Provider's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

- a. Provider's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile response time measurements. Response times for months with low call volume (less than 100 calls per month) shall be calculated once the Provider has responded to 100 calls.
- b. Provider's response time for Services in the Primary Service Area shall meet the requirements of 7 minutes. Provider shall be assessed a penalty if response time compliance falls below 90%.

PENALTY ASSESSMENT:

Penalties will be assessed based upon the following:

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the City of Las Vegas Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the Provider including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

- A. **Penalties:** Individual response penalties of \$250.00 per response may be assessed for each individual response time, which exceeds the individual maximum response time. Any penalty assessed may be appealed in accordance with attachment "C"

COMPLIANCE STANDARDS:

The Provider must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the City of Las Vegas in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The City may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this Article. The Provider shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract FY 2017/2018, based on this Contract can be extended for three (3) one (1) year periods upon approval of the City. The Provider may refuse to agree to extend this Contract based on demonstrated financial inability to continue to provide the services. In this event, the Provider shall give the City six (6) months notice in advance of the end of the existing contract period and shall provide documentation of the financial

inability. The City may refuse to review or extend the Contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of Contract termination, the Provider shall be reimbursed for completed work that is approved by the City. In no event shall the dollar amount exceed the amount of the Contract. The City is responsible for payment to Provider for any and all services actually rendered by Provider to City under this Contract.

ARTICLE 12. NO AUTHORITY TO BIND CITY.

The Provider agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Provider has express written authority from, the City Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the City and appropriate action acceptable to the City shall be taken. The Provider's failure to inform the City of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the City.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the City for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the City. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

ARTICLE 15. PROCUREMENT CODE:

The Procurement Code, 13-1-1 through 13-1-199, NMSA 1978, as well as the City's Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract ,the City and its “public employees” as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

No elected or appointed official, employee, servant, agent or law enforcement officer of the City shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the City.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NON-APPROPRIATION:

The City's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the City does not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The City's determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 27. SUBCONTRACTING:

The Contract is based on the personal skills and reliability of the Provider. The Provider shall not subcontract any portion of the services to be performed under this Contract without prior written approval of the City. Notices of any intent to subcontract must be delivered to the City name/address noted in Article 5, and written approval by the City shall be obtained, prior to entering into any subcontracted agreement.

ARTICLE 28. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the City until approved and signed by the City Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

ARTICLE 29. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that ensure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to City its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 32.

This Contract award is made as a result of a Request for Proposals issued by the City pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.*, NMSA 1978, as well as the City's Procurement Code Resolution 12-24 relating to the procurement of professional services.

ARTICLE 33.

This Contract including all attachments was approved in open public session by the Governing Body of the City of Las Vegas on _____, 2018 which public entities authorized their City Manager to execute the Contract.

Effective Date: _____

CITY OF LAS VEGAS

SUPERIOR AMBULANCE

Ann Marie Gallegos, Interim City Manager

Chris L. Archuleta, Director

CITY CLERK

Casandra Fresquez, City Clerk

APPROVED AS TO FORM ONLY:

City Attorney

ATTACHMENT A
SUPERIOR AMBULANCE SERVICES
SCOPE OF SERVICES

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

Superior Ambulance Services provides advanced life support (ALS) services (paramedic level) emergency medical services and non-emergency transport to the residents of contracted entities.

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas.

1.2. Comply with stipulations and agreements embodied in RFP #2018-10, Superior Ambulance Service's proposal to RFP #2018-10 and Superior Ambulance Service's Revised Subsidy Proposal in response to RFP #2018-10, which are incorporated by reference in their entirety and made part of this Contract.

1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within the City.

1.4. Notify the City six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.

1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic and one State licensed basic or intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basic or higher certification.

1.6. Compile, maintain, and make available for inspection and audit upon request by the City or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.

1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportation's KKK specifications.

1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

1.9. Be the sole operator of the ambulance service denoted in this Contract, and ambulance operations including ambulance maintenance and patient transport. It shall provide the necessary staffing, life support systems, and mobile communications equipment as necessary for the proper functioning of the ambulance service.

1.10. Be exclusively entitled to bill the users of the ambulance service for all services additional subsidy from the City, the Provider agrees to pursue collection of its accounts receivable attributable to the ambulance services to the same extent as its general accounts receivable from other revenue sources.

1.11. Under normal circumstances, persons needing transport shall be taken to the closest emergency department or designated specialty care unit located within a hospital that is most appropriately equipped and staffed to treat the patient's specific medical condition or injury. Provider will consider patient requests to be transported to other medical facilities for emergency or non-emergency treatment, if the request and the circumstances are such that the patient's choice is medically reasonable. Non-emergency transportation by ambulance is also dependent upon the availability of appropriate personnel, vehicles, and medical necessity.

1.12. Be strictly accountable for all receipts and disbursements as the administrator under this Contract. The medical accounting records relating to operation of the ambulance service shall be made available to the City for inspection at the end of the Provider's fiscal year.

2. ANNUAL REVIEW:

A formal annual review will be conducted in which the Provider and City will discuss performance, challenges, successes and any other items deemed relevant to Provider's timely and professional delivery of emergency transport services to the residents.

3. COMPLIANCE WITH LAWS AND REGULATIONS: Provider shall:

4.1. Comply with State and Federal laws, including Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), as amended. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S. Section 1320a-7b), as amended.

4.2. In addition to compliance standards detailed in the Contract, comply with all laws, regulations, and policies of the State of New Mexico and of the City in the performance of its duties under this Contract including the standards of the National Integrated Incident Management System. The City may require the

Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

4.3. Obtain the written approval of the City prior to entering into any Mutual Assistance Agreement.

4. RECORDS MAINTENANCE AND RETENTION:

Provider shall maintain, retain and make available to the City and/or its designees, upon request, records of the following for a period of seven (7) years from date of service.

5.1. All patients/clients served including, whenever available, information about whether or not the patients/clients are insured or uninsured and their City residency status, gender, age, ethnicity and residency location within the service area.

5.2. Billing and medical records for all Indigent eligible patients.

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

6. SPANISH LANGUAGE PROGRAM:

Provider shall provide Spanish Classes to assist responders in acquiring fluency with Spanish terminology related to emergency response.

7. RESPONSE TIMES:

Provider shall reach emergency response calls within the City of Las Vegas City limits in seven (7) minutes maximum.

8. PROBLEM RESOLUTION:

All problems and issues between City and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than \$1,000,000 per occurrence.

2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury, covering bodily injury and property damage, with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than \$1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than \$100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such: coverage shall extend for three (3) years past the completion of the services rendered by the Company to Customer and the Company shall, upon request, provide Customer a Certificate of Insurance evidencing such extended coverage.

6. Certificates of Insurance.

Upon request, Provider shall furnish the City with Certificates(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificates as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation, shall name the City, its agents employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the City in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, City, in its reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, City shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

10. Market Fluctuations.

The City acknowledges that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the City agrees to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the “Agreement,” is made and entered into by and between the City of Las Vegas hereinafter referred to as “City” or “Business Associate” and Provider, hereinafter referred to as “Provider” or “Covered Entity” and is an attachment to a services agreement wherein Provider shall provide services to the City.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title 45 Code of Federal Regulations (“CFR”), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information (“PHI”) of participants and beneficiaries covered under the services agreement and accordingly is a” Business Associate” as defined in the Privacy Rule; and

WHEREAS, the Provider is a “Covered Entity” within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. “Business Associate” shall mean the City of Las Vegas.

1.2. “Covered Entity” shall mean the Provider, “Provider.”

1.3. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR 154.501.

1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR *164.501* and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR *164.501*, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.

2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.

2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.

2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.

2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the

Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction

not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section 5.3 in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide City and Provider with a means to identify and resolve issues as they rise.
2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individuals directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter,

then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter is prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City Manager shall determine a resolution. The City Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Provider in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 2/9/2018

DEPT: Public Works

MEETING DATE: 2/21/2018

ITEM/TOPIC: *Change out the existing hangar door at the Las Vegas Municipal Airport. Replace high voltage switch with a low push button.*

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of changing out the existing hangar door at the Las Vegas Municipal Airport and high voltage switch.*

BACKGROUND/RATIONALE: The hangar door does not open and the cable is starting to fray making it unsafe. A new door will be safer and more efficient. Replacing the high voltage switch with a low voltage switch will be safer for the user.

STAFF RECOMMENDATION: Approval of changing out the hangar door and high voltage switch due to safety concerns.

COMMITTEE RECOMMENDATION:

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULÉ-GIRÓN
MAYOR**

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**



**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**

**CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**



Overhead Door Company
of Albuquerque
A **DRPACE** Company
5656 Pasadena Avenue N.E.
Albuquerque, NM 87113
505-344-3667
OverheadDoorAlbuquerque.com
NM LIC #366998, G506, E503

Overhead Door Company
of Four Corners
A **DRPACE** Company
2798 Inland Street
Farmington, NM 87401
505-327-1282
OverheadDoorFourCorners.com
NM LIC #380246, G506, E503

Overhead Door Company
of Santa Fe
A **DRPACE** Company
10 Bisbee Court, Unit E
Santa Fe, NM 87508
505-474-2932
OverheadDoorSantaFe.com
NM LIC #380247, G506, E503

PROPOSAL

Order # 15435
Quote Name Replacement Hangar Door
Requested By Gurule, Daniel
Phone
Estimator Sean O'Malley
SOLD TO City Of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701

Date 02-08-2018
PROJECT Municipal Airport
910 Airport Rd
Las Vegas, NM 87701

QUOTE IS TO CHANGE OUT THE EXISTING HANGAR DOOR WITH AN ENTIRE NEW BI-FOLD HANGAR DOOR.

EXCLUDED:

- All structural preparations, field painting, stucco repair, wiring, conduit and all final line voltage electrical connections to be provided by others.
- Price does not include any state or local taxes.

CLARIFICATIONS:

- All work to be performed during normal business hours M-F 8A-5P.
- Hangar door will be provided with sheeting and insulation.
- Existing framing and structure is to be reused for installation.
- Any permits required are to be provided by others.

Door ID	Description	UOM	Quantity	Unit Price	Line Total
	59' x 16' Bifold Hangar Door	EA	1.00	33,949.00	33,949.00
	Labor	EA	1.00	25,452.00	25,452.00
	Equipment Delivered	EA	1.00	9,610.00	9,610.00
	Travel Expenses	EA	1.00	8,000.00	8,000.00

Option Total	77,011.00
--------------	-----------

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Total [USD]	77,011.00
--------------------	------------------

Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

PROPOSAL - SELLER

ACCEPTANCE - BUYER

Sean O'Malley 02-08-2018
Name Date

Name Date

TERMS AND CONDITIONS

Terms. The products ("Products") described on the reverse side and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorney's fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.



Danny Gurule <dgurule@lasvegasnm.gov>

OPP_15435.pdf

Sean Omalley <Sean.Omalley@dhpaces.com>
To: Danny Gurule <dgurule@lasvegasnm.gov>

Thu, Feb 8, 2018 at 11:46 AM

Danny

Attached is the revised quote that indicates we will provide the low voltage from the unit to the wall switch.

As for the explanation of the "Equipment Delivered" and "Travel Expenses", this project will require several pieces of equipment for a long duration of time, we projected this project will take about 3 weeks from start to finish. We will be using all terrain personnel lifts and heavy duty reach fork lifts to remove the old door, sheeting and framing and set the new door, sheeting and framing in place. The old door will need to be removed in pieces and the new door will be shipped in pieces and we will need the equipment to safely maneuver all the material properly. I thought about asking if you had equipment we could use but we have done this in the past and the logistics don't work well as you'll probably need the equipment while my guys are using it causing a stop of work and other issues. The travel expenses are my guys traveling from Albuquerque since my hangar door crew is stationed there. This also includes hotel fair and per diem for the 3 weeks they will be onsite and staying away from home.

Please let me know if you have any questions or further clarifications.

Thanks

From: Danny Gurule [mailto:dgurule@lasvegasnm.gov]
Sent: Thursday, February 08, 2018 10:09 AM

[Quoted text hidden]

[Quoted text hidden]

 **OPP_15435.pdf**
488K



Danny Gurule <dgurule@lasvegasnm.gov>

OPP_15435.pdf

Sean Omalley <Sean.Omalley@dhpac.com>
To: Danny Gurule <dgurule@lasvegasnm.gov>

Thu, Feb 8, 2018 at 2:37 PM

The Warranty on the door will be a 1 year manufacturer's warranty and a 1 year labor warranty

Thanks Daniel

From: Danny Gurule [mailto:dgurule@lasvegasnm.gov]
Sent: Thursday, February 08, 2018 10:09 AM

[Quoted text hidden]

[Quoted text hidden]



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
6 Vendors (see page 7)

Telephone No. _____

Price Agreement Number: 80-000-17-00018

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As requested

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Clarke J. Fountain

Telephone No.: 505-827-0487

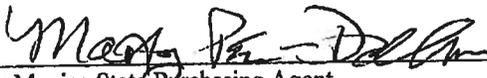
Invoice:
As Requested

Title: **Door Hardware and Associated Parts**

Term: **December 19, 2017 – December 18, 2018**

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 12/18/2017

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

LOM; MPD/cf

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-000-17-00018

Page-7

Awarded Vendors:

(AA) 0000043951 (Inactive)
Corrections Products Company
5802 Rocky Point
San Antonio, TX 78249
(210) 829-7951

(AB) 0000007870
Craftmaster Hardware LLC
190 Veterans Drive
Northvale, NJ 07647
(800) 221-3212

(AC) 0000010691
Independent Hardware, Inc.
14 S. Front St.
Philadelphia, PA 19106
(800) 346-9464 x 605

(AD) 0000089734
Overhead Door Co of Albuquerque,
a division of DH Pace Co., Inc.
5656 Pasadena Ave. NE
Albuquerque, NM 87113
(505) 344-3667

(5) 0000071047
Security Hardware Solutions, LLC
5445 Edith Blvd. NE, Suite C
Albuquerque, NM 87107
(505) 792-9316

(6) 0000046474
Windsor Door Sales, Inc.
3901 Bogan NE, Suite A
Albuquerque, NM 87109
(505) 345-6604

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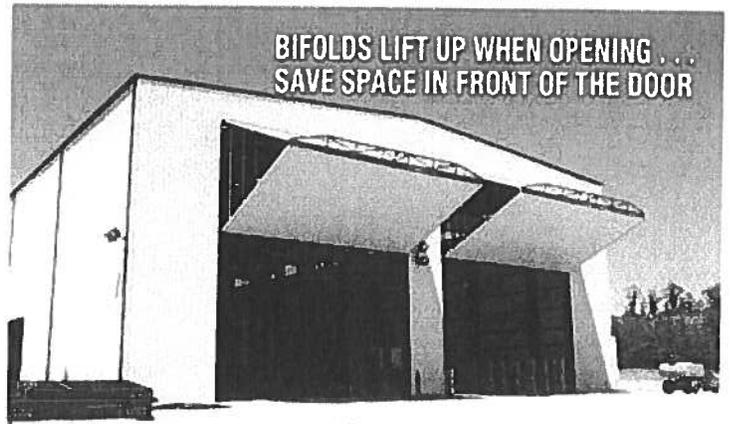
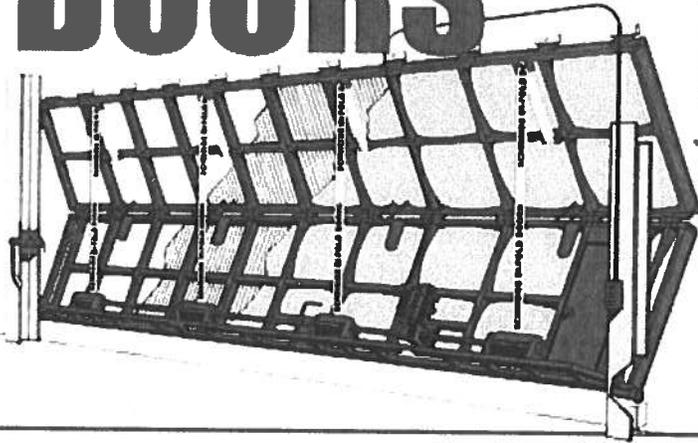
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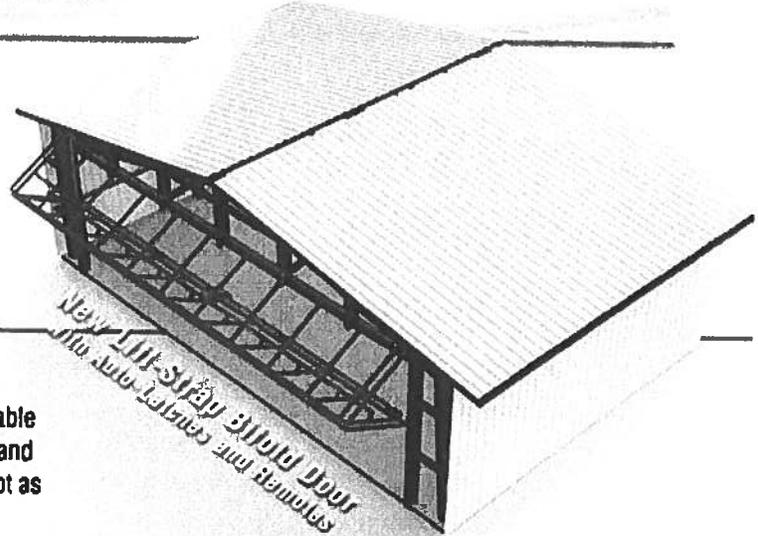
Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

Fast Moving
LIFT-STRAP

BIFOLD DOORS



BIFOLDS LIFT UP WHEN OPENING . . .
SAVE SPACE IN FRONT OF THE DOOR



New Lift-Strap Bifold Door
Saves the Cable Labels and Straps

LIFT STRAPS ARE FASTER/SAFER

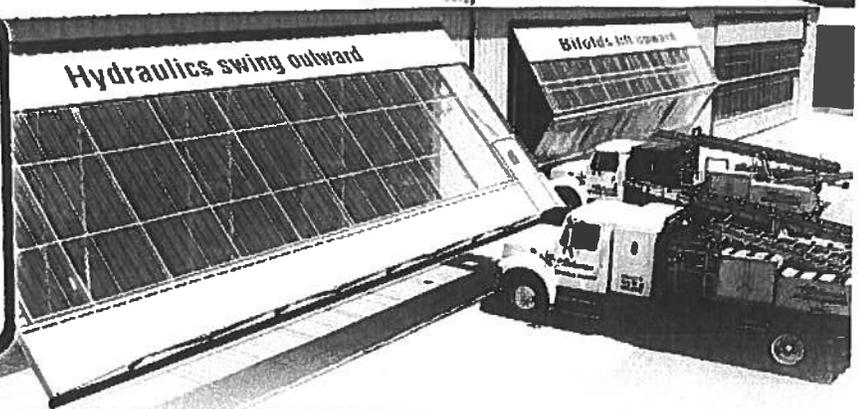
Some manufacturers still continue to try and sell cable lift bifold doors - cable doors that not only require frequent maintenance due to fraying, breaking and overwrapping, but which also open much slower, are hard to adjust, are not as safe as straps, and are noisier than liftstrap doors.

A COMMON QUESTION CUSTOMERS ASK:



Which door is better?
**HYDRAULIC
OR BIFOLD?**

Hydraulics swing outward



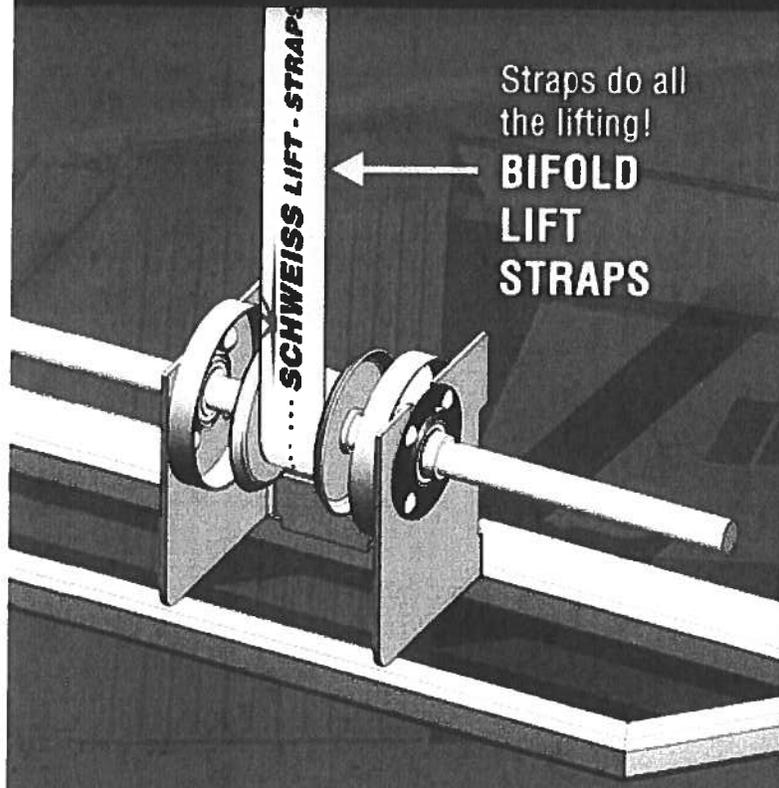
"We give you options so YOU can decide what is important to you."

SCHWEISS RESPONDS:

"The choice is yours. Each door offers something different. Each has specific advantages. Tell us your situation, then we can better advise you. The bottom line - it's the customers choice. Only Schweiss Doors gives you that advantage. Schweiss Doors already has a long history in the door world. We are the 1st choice of thousands of customers and our Hydraulic Doors are creating a great interest. With either door you get Schweiss Quality. Talk with us first and we can make your decision easier... Hydraulic or Bifold!

LOOK FOR QUALITY, LOOK FOR PRICE, YOU'LL BUY SCHWEISS!

EVERYBODY WANTS THE DOOR WITH THE LIFT STRAPS!



Straps do all the lifting!
BIFOLD LIFT STRAPS

Proven
LIFT STRAP
BIFOLD DOORS PATENTED

CUSTOMER STRAP TESTIMONIALS

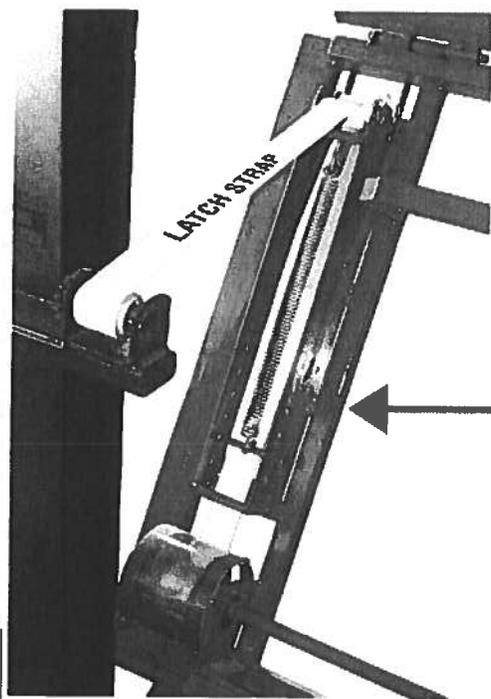
"I do like the liftstraps. they're a lot less maintenance, faster and quieter."

"Schweiss can convert any cable bifold door to a 'Lift Strap' bifold door"

"We were having some trouble with frayed cables. I'd recommend liftstraps to anyone."

STRAP DOORS ARE...

FASTER • SAFER • QUIETER • LONGER LASTING • EASY TO INSTALL



STYLE 1 - STRAP LATCH

THE SIMPLICITY OF THE NEW LATCH STRAP IS TRULY AMAZING!

Straps do the lifting and now straps do the latching! Schweiss did away with all the cables, chains, sprockets and pulleys; and it now has 90 percent less moving parts. This is a real game changer in the bifold door world! It doesn't get any better than an all-strap door.

STRAP AUTO LATCHES

• *Now Straps Do the latching*

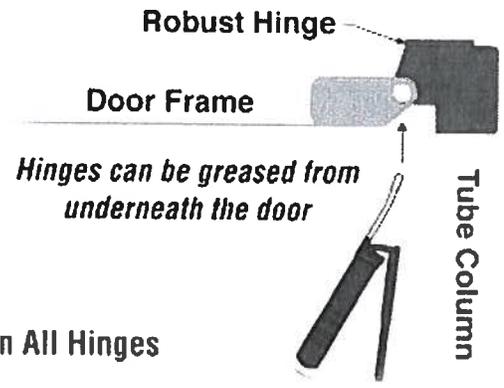
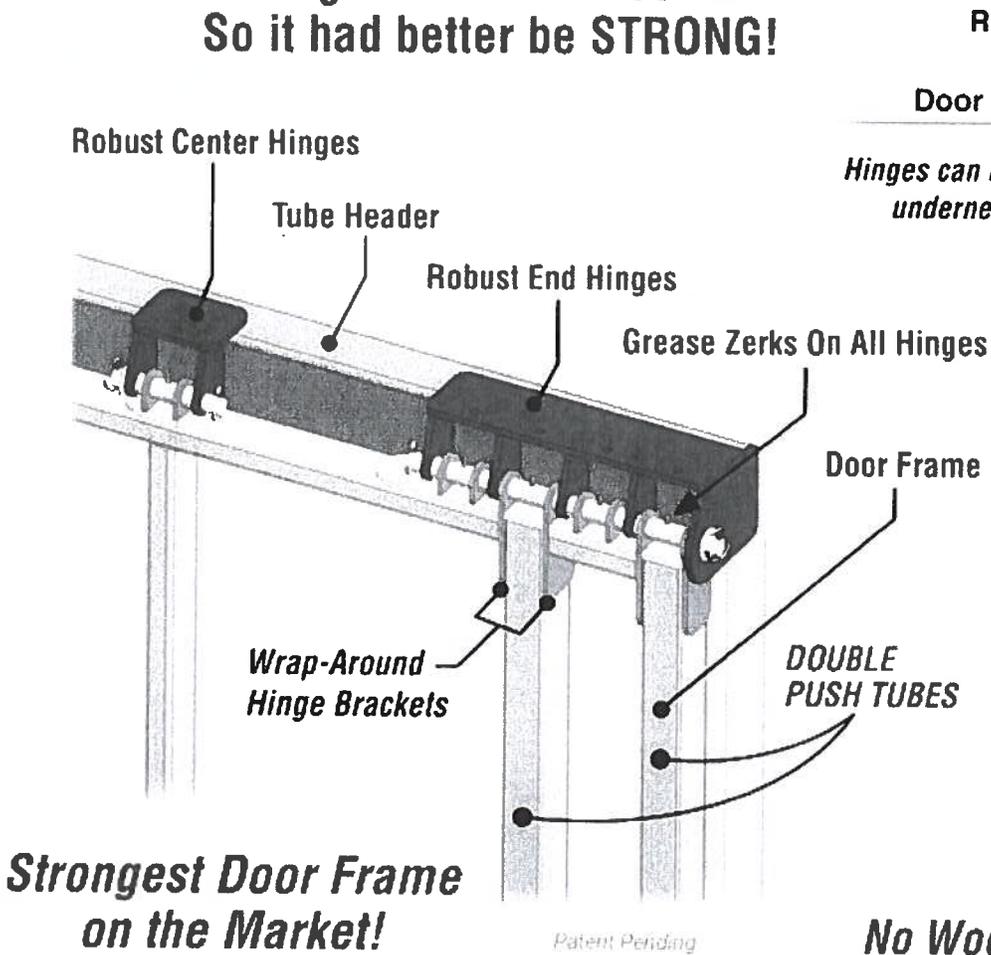
Everybody wants the Strap Latches AND REMOTE CONTROLS!

BIFOLD DOORS KEEP GETTING BETTER!

SCHWEISS HYDRAULIC DOORS

BETTER, STRONGER HINGE DESIGN...

The hinge makes the door...
So it had better be **STRONG!**



SCHWEISS is the only manufacturer to offer hinges that can be greased from underneath the door without removing the top weather seal.

Strongest Door Frame on the Market!

No Wood on Schweiss Doors!

“OUR NEW WRAP-AROUND HINGE DESIGN SETS THE NEW STANDARD FOR HYDRAULIC DOORS”

Schweiss doorframes are designed with double push tubes that are tied directly into the wrap-around hinges that connect both vertical push tubes directly to the header tube. The advantage of double push tubes is that forces of hydraulic cylinders are evenly distributed to the doorframe and the wrap-around hinges.

“There have been hydraulic doors with hinge welds that failed, literally tearing off the doorframe and destroying the door,” Schweiss says. “Our design team provided a more durable wrap-around hinge with grease zerks that are accessible without removing the top rubber seal.”

"One-Piece" HYDRAULIC DOORS

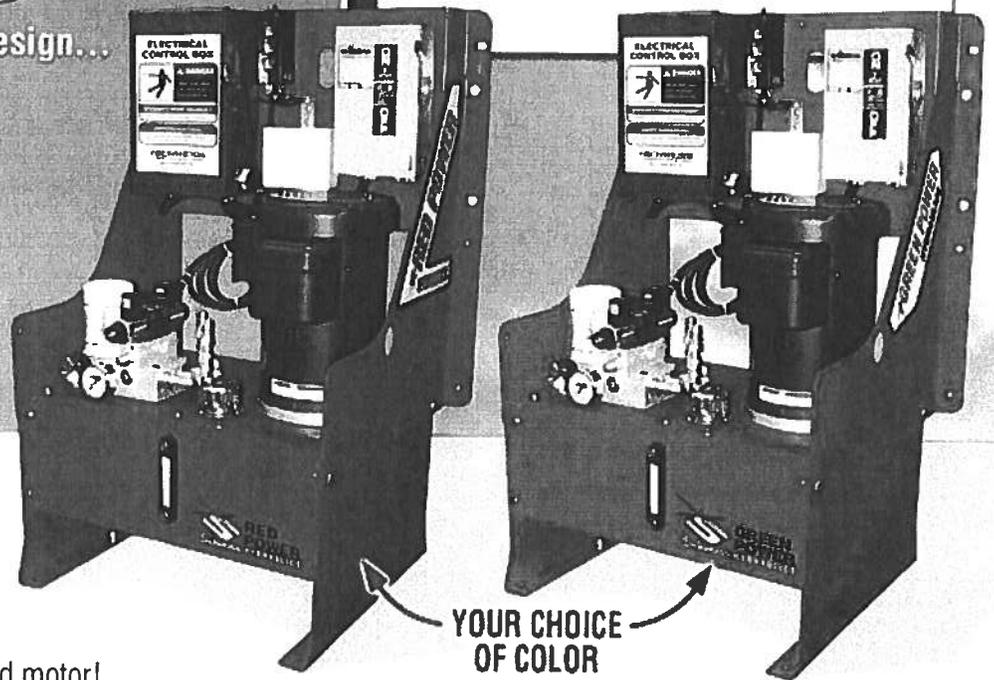
A well thought out pump design...

"ONE OF KIND"
RED AND GREEN
POWER PUMPS

*Best Pump on
the Market!*

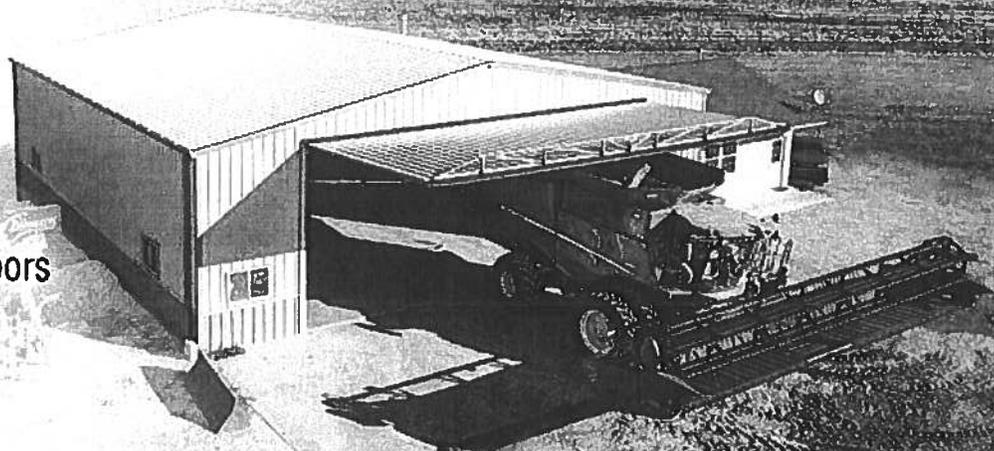
BACK-UP SYSTEMS

- Drill Driven back-up to raise or lower the door
- Tractor back-up fittings
- Battery back-up
- Self-contained aux. pump and motor!

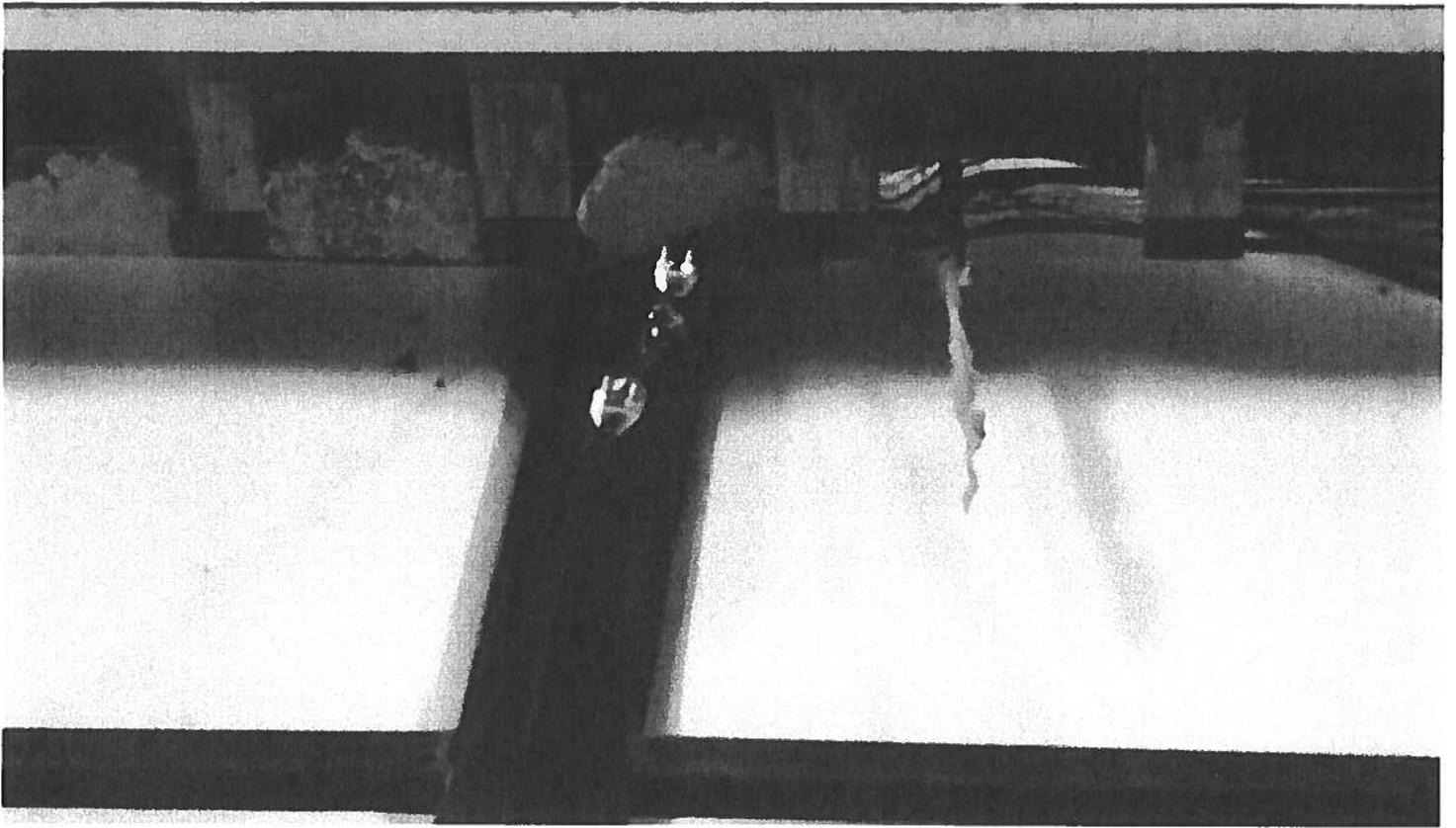


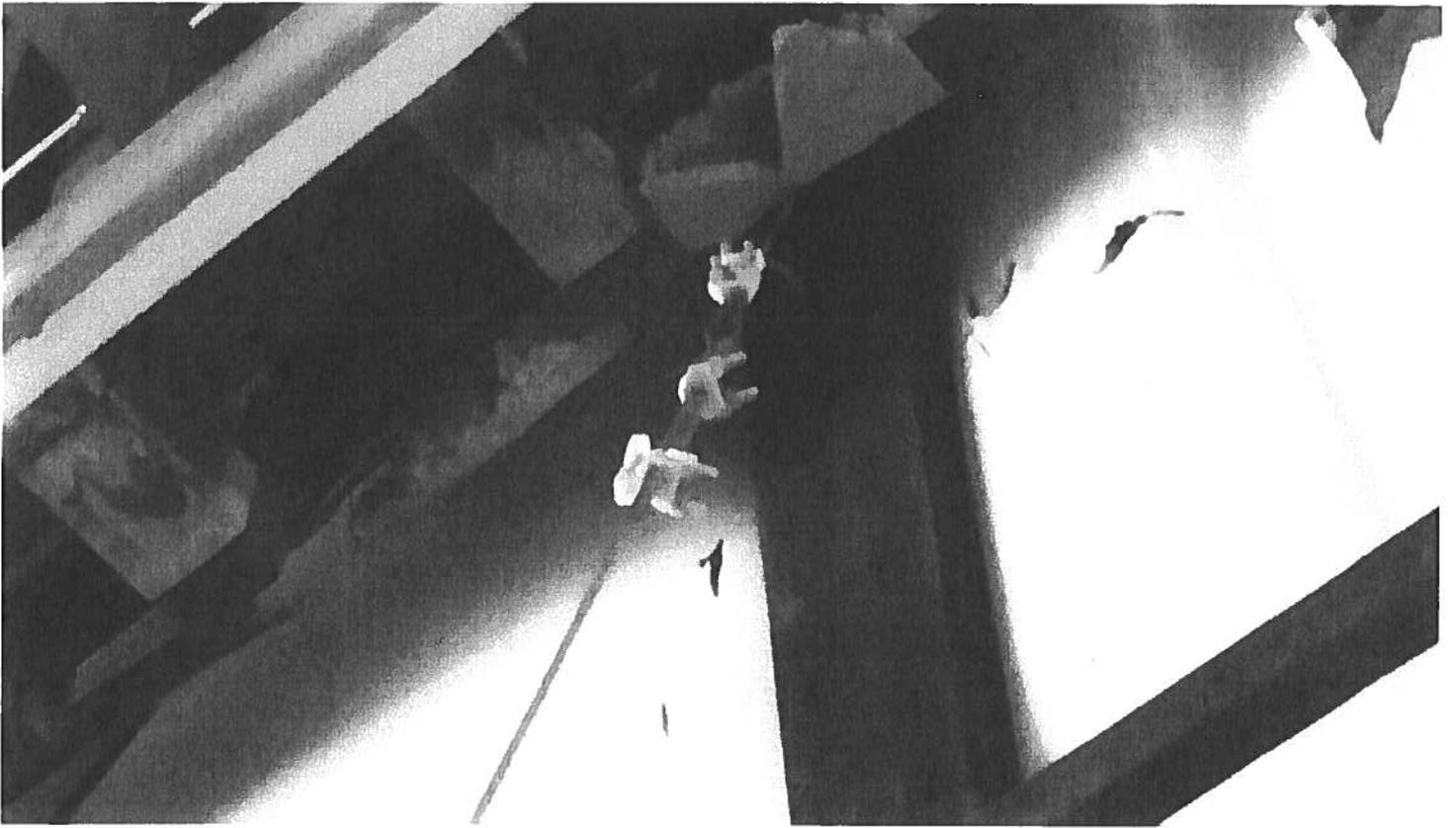
SCHWEISS HYDRAULIC DOOR ADVANTAGES

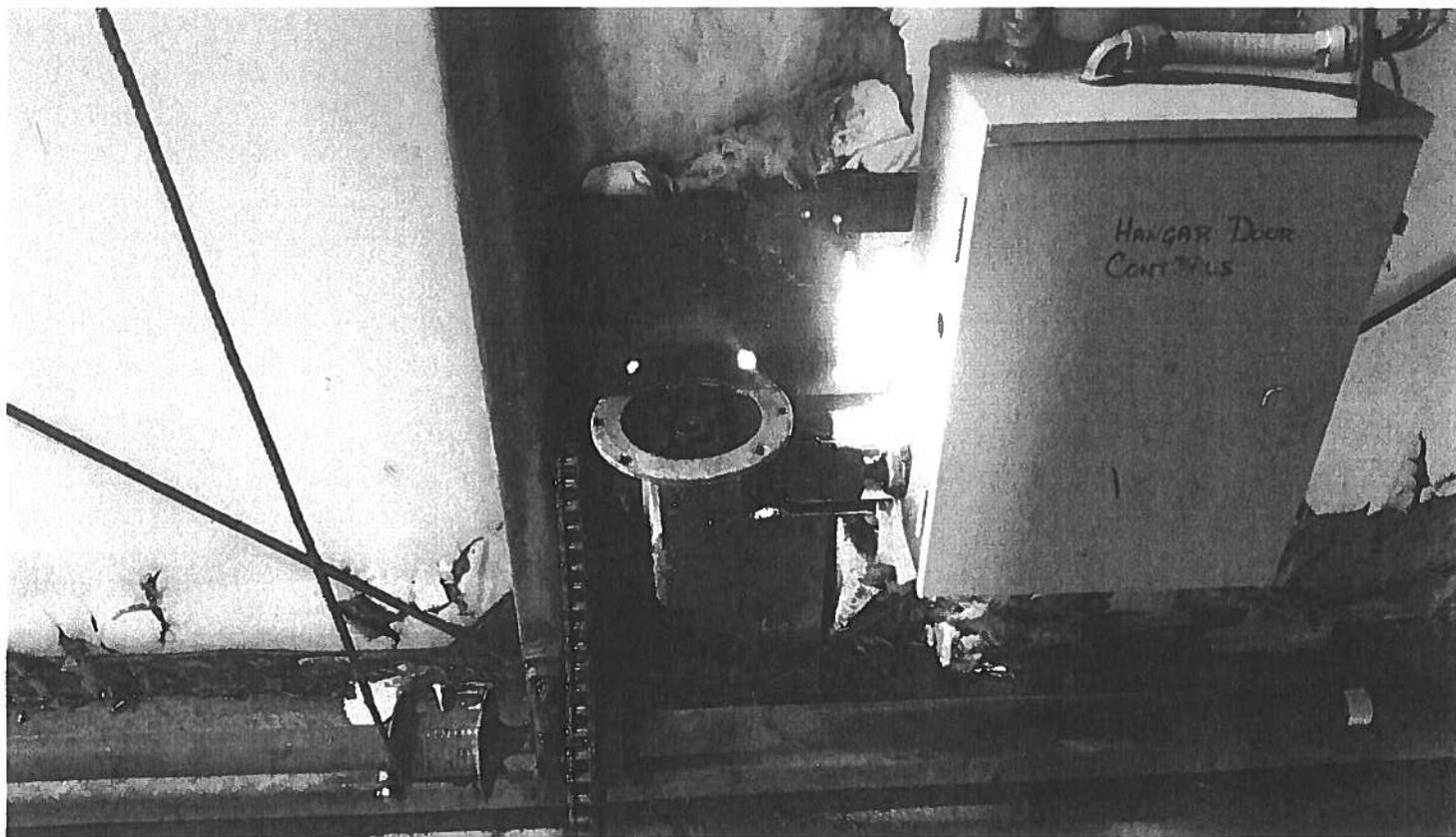
- Robust Hinge Design with Grease Zerks
- Stronger Door Frame with Double Push Tubes
- No Wood On Schweiss Doors
- Red or Green Power Hydraulic Pumps
- Bigger, Better Cylinders with Spherical Bearings



ANY SIZE DOOR!

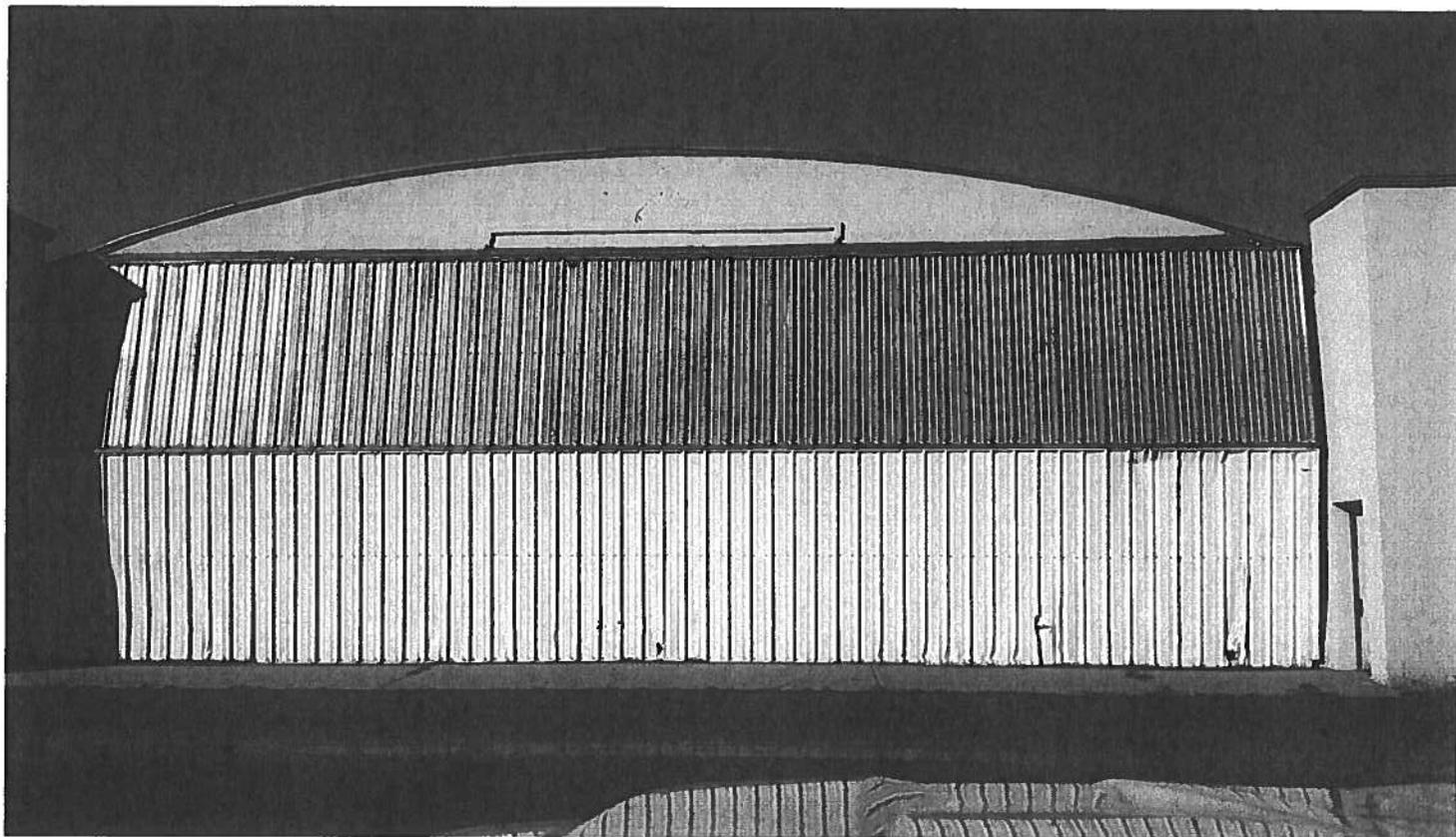


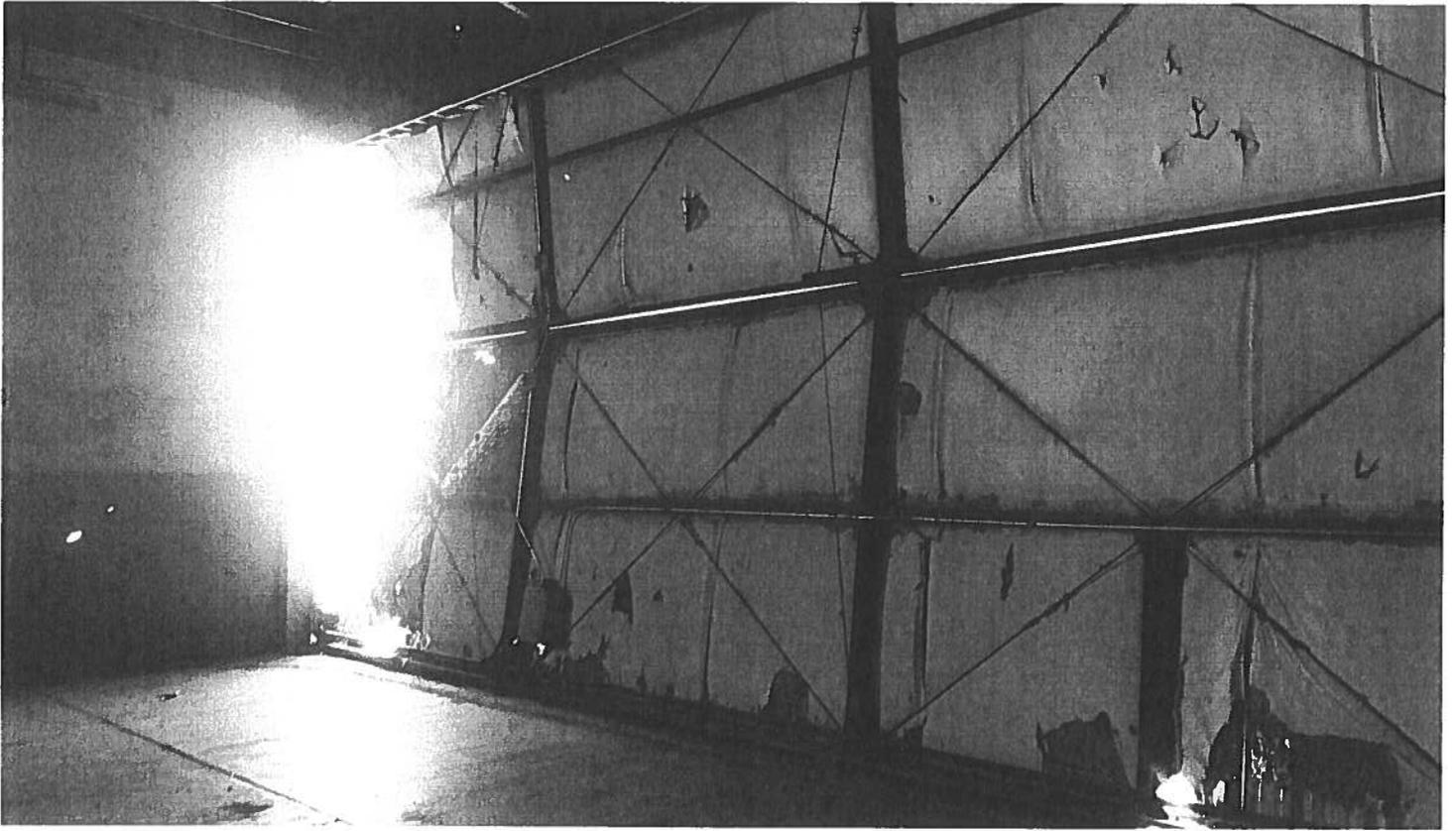


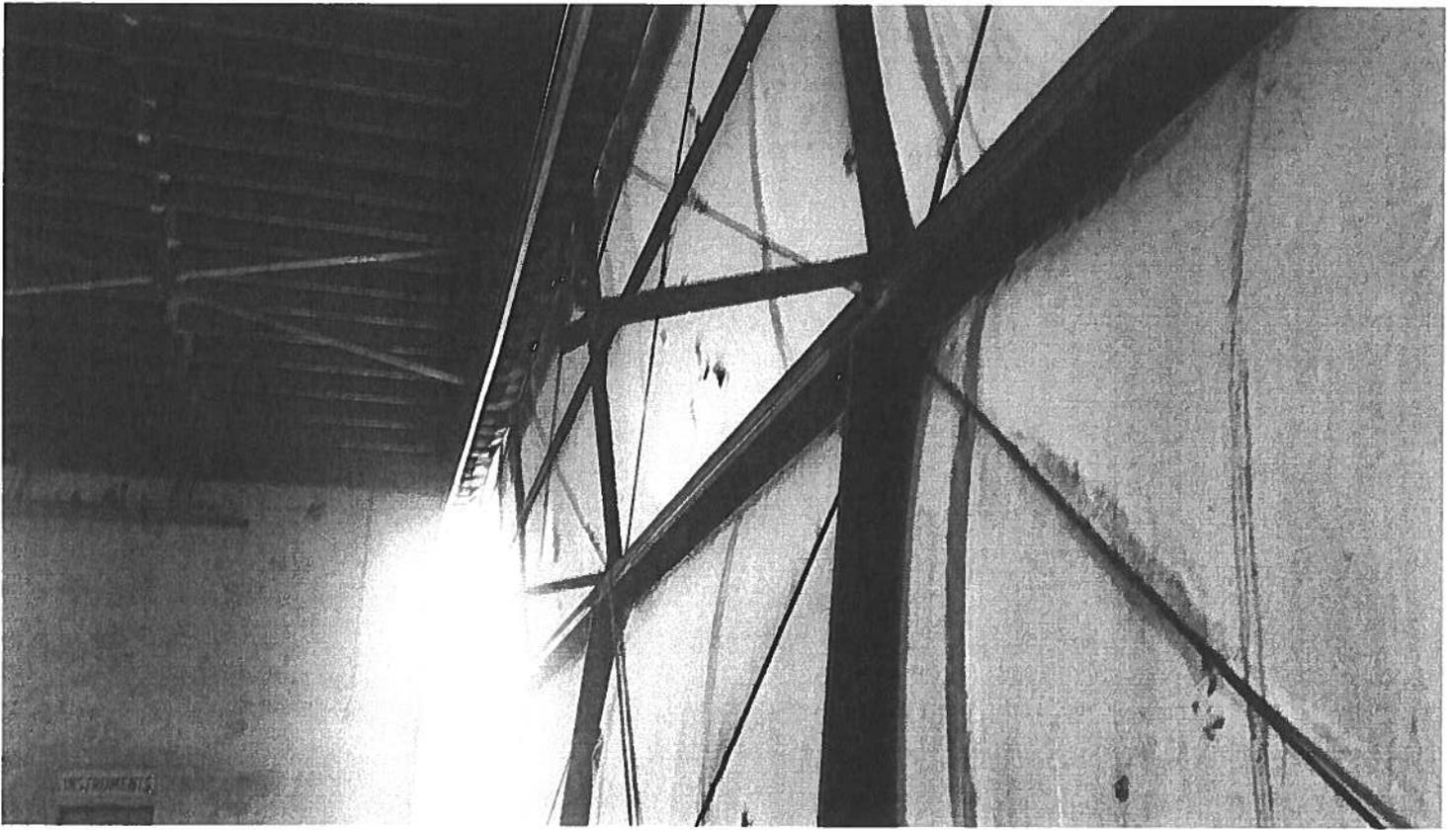


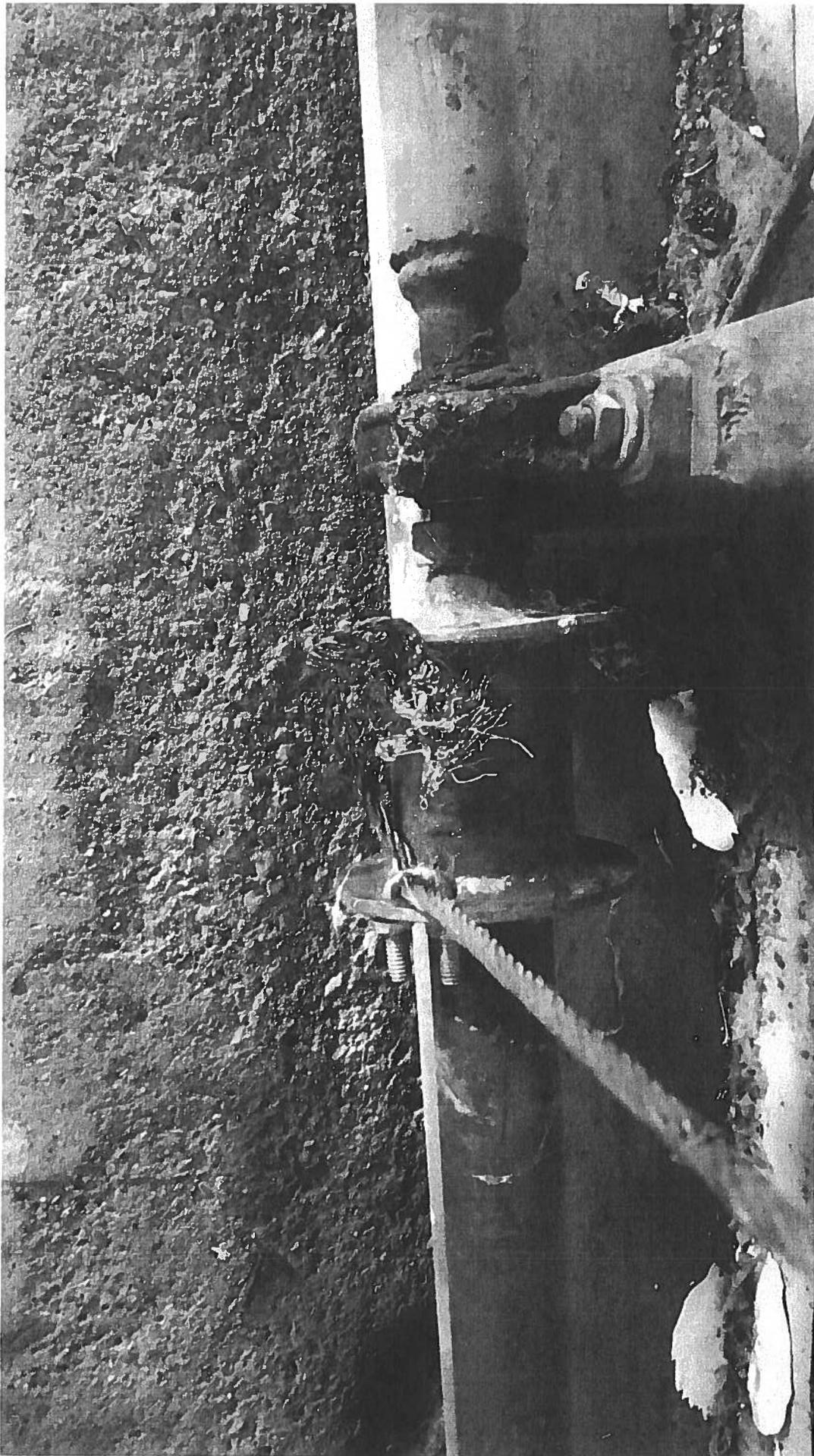














**Regular or Special
CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 2/9/18

DEPT: City Clerk

MEETING DATE: 2/21/18

ITEM/TOPIC: Conduct a Public Hearing and Approval/Disapproval of liquor license application.

ACTION REQUESTED OF COUNCIL: *Conduct a Public Hearing and Approval/Disapproval of transfer of ownership and change of location of dispenser liquor license No. 0054 with package sales submitted by Love's Travel Stops & Country Stores, Inc. DBA Love's Travel Stop No. 733, proposed location at 2401 North Grand Avenue, Las Vegas, NM 87701, Application No. 1074243.*

BACKGROUND/RATIONALE: The Director of Alcohol and Gaming Division has reviewed the referenced application and granted preliminary approval. The liquor license application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publication requirements have been met.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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

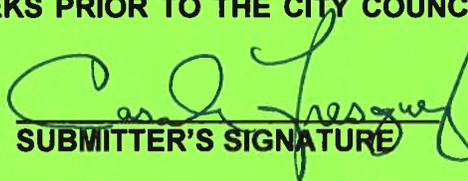
REVIEWED AND APPROVED BY:



**TONITA GURULÉ-GIRÓN
MAYOR**



**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**



SUBMITTER'S SIGNATURE

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**

**CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

December 28, 2017

Certified Mail No.: 9171 9690 0935 0079 1729 02

Susana Martinez
Governor

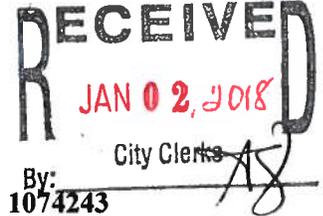
Robert "Mike" Unthank
Superintendent

Alex Sanchez
Deputy Superintendent

Claudia Armijo
Deputy General Counsel

Mary Kay Root
Director

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



Re: Lic. No. /Appl. No.: License No. 0054 / Application No. 1074243
Name of Applicant: Love's Travel Stops & Country Stores, Inc.
Doing Business As: Love's Travel Stop No. 733
Proposed Location: 2401 North Grand Avenue, Las Vegas, NM 87701

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted. The notice shall include:

- (A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken by the Alcohol & Gaming Division;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. 0054 WITH PACKAGE SALES.

- Alcohol and Gaming Division (505) 476-4875
Boards and Commissions Division (505) 476-4600
Construction Industries Division (505) 476-4700
Financial Institutions Division (505) 476-4885
Manufactured Housing Division (505) 476-4770
Securities Division (505) 476-4580
Administrative Services Division (505) 476-4800

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

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

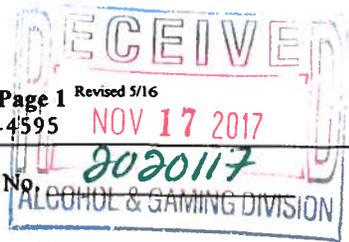
Respectfully,



Charmaine Martinez, Hearing Officer
New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement



AGD USE ONLY: Payment| Application Fee \$ 200 Received on: 11-17-17 Receipt No. _____
 Application Number: 1074243 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 0054 Type of License: Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Highway General Market, LLC

Current D/B/A Name: Highway General Market-Tequilas

Current Premises Address: 227 South Pacific Street, Las Vegas, NM

Current LOD: City of Las Vegas, NM Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____
Love's Travel Stops & Country Stores, Inc. P.O. Box 26210, Oklahoma City, OK 73126

D/B/A Name to be used: Love's Travel Stop No. 733 Business Phone #: 405-302-6579

Email Address (required): Gina.Hurley@loves.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)
2401 North Grand Avenue, Las Vegas, NM 87701

County of: San Miguel

Mailing Address: P.O. Box 26210, Oklahoma City, OK 73126

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: _____

Agent/Contact Person: Gina Hurley Phone#: 405-463-8180 Email: Gina.Hurley@loves.com

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

Sign before a Notary Public: DOUGLAS J. STUSSI

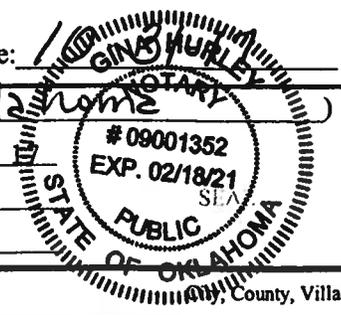
Signature of Applicant: _____ Date: 11/17/2017

NOTARY PUBLIC USE ONLY: (State of Oklahoma, County of Oklahoma)

SUBSCRIBED AND SWORN TO before me this 31 day of October, 2017

By: DOUGLAS J. STUSSI Notary Public: Gina Hurley

My Commission Expires: 2-18-21



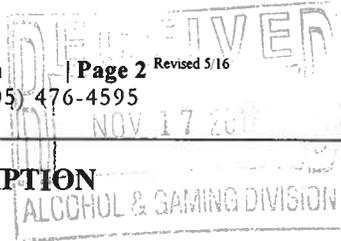
FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

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

- Owned by Applicant, copy of deed/document attached Leased by Applicant, copy of lease/document attached
See Exhibits A-1 and A-2 attached hereto and incorporated by reference.
- Other (provide details): _____

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

A. Owner(s): _____

B. Date and Term of Lease: _____

3. Premises location is Zoned (example C-1, see Zoning Statement): C-3

Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

*See Exhibit A-3 attached hereto and incorporated by reference.

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

Name of Church: East Drive Baptist Church Miles/feet: 811 feet

Address/location of Church: 2362 East Drive, Las Vegas, NM 87701

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

Name of School: Los Ninos/Sierra Vista Elementary Schools Miles/feet: 2,108 feet

Address/location of School: 474/475 Legion Drive, Las Vegas, NM 87701

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

Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque) White Sands Missile Range (Las Cruces),
Miles: 134 Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises. See Exhibit B attached hereto and incorporated by reference.

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack

Small Brewer Craft Distiller Winery Wholesaler

Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

November 15, 2017

TONITA GURULE-GIRON
MAYOR

Tatum & McDowell
921 E.21st Street
Clovis, NM 88101

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

RE: STATEMENT OF ZONING CERTIFICATION

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

To Whom It May Concern:

DAVID L. ROMERO
COUNCILOR, WARD 4

This statement certifies that the premises located at 2401 North Grand Avenue, Las Vegas, New Mexico 87701 are located within a C-3 (General Commercial Zone).

As per the City's Zoning Code, § 450-126. C-3 General Commercial Zone, this zone is intended to provide for those retail businesses and services which require a location other than the Central Business District, being either highway-oriented or requiring larger tracts of land. This zone does permit the establishment of eating and drinking places, including bars, restaurants and cocktail lounges, as per § 450-126. B. Permitted uses in the C-3 District (3). This zone also allows for the retail sale of packaged alcoholic beverages for off the premises consumption.

An aerial photo with distances to nearest school, church and military facility is attached, along with information on the C-3 Zoning from our Municipal Code Book.

If further information is required, or you have any questions, please contact me at (505) 426-3279.

Sincerely,

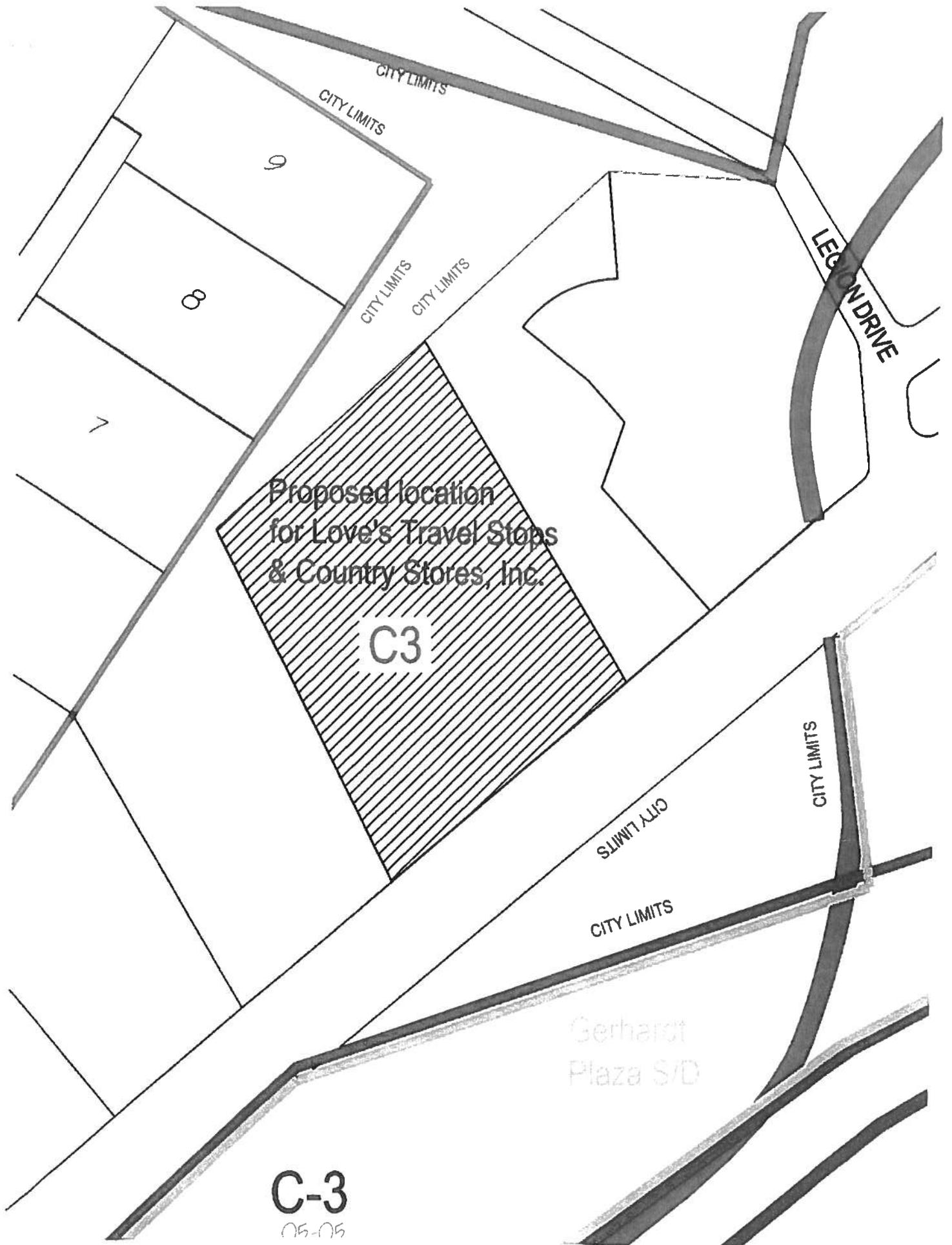
Maria D. Perea
Planning & Zoning Coordinator

xc: Richard R. Trujillo, City Manager
Renee Garcia, CD Director
Casandra Fresquez, City Clerk





- #1: East Drive Baptist Church, 2362 East Drive, Las Vegas, NM 87701 - - App. 811' from 2401 N. Grand Avenue
- #2: Los Niños/Sierra Vista Elementary Schools, 474/475 Legion Drive, Las Vegas, NM 87701 - - App. 2,108' from 2401 N. Grand Avenue
- #3: Kirtland AFB, Albuquerque, NM - - App. 134 Miles from 2104 N. Grand Avenue





MEMORANDUM

TO: Casandra Fresquez, City Clerk
FROM: 
Maria D. Perea, P&Z Coordinator

DATE: February 9, 2018

SUBJECT: Application for a Transfer of Ownership of Liquor License No. 0054 with Package Sales

Please be advised that we have reviewed the request submitted by Love's Travel Stops & Country Stores, Inc., DBA Love's Travel Stop No. 733, 2401 North Grand Avenue, Las Vegas, New Mexico for a transfer of ownership and location of Liquor License No. 0054. Our findings are as follows:

- The property known as 2401 North Grand Avenue is zoned as a C-3 (General Commercial Zone) and as per §450-126. C-3 General Commercial Zone B. (3) Eating and drinking places, including bars, drive-in restaurants and cocktail lounges are permitted uses. This zone also allows for the retail sale of packaged alcoholic beverages for off the premises consumption.
- The East Drive Baptist Church located at 2362 East Drive, is the nearest church to the proposed location and is approximately eight hundred and eleven feet (811') from 2401 North Grand Avenue.
- Los Ninos/Sierra Vista Elementary Schools located at 474/475 Legion Drive, are the nearest schools to the proposed location and are approximately two thousand one hundred and eight feet (2,108') from 2401 North Grand Avenue.
- The nearest military installation is Kirtland Air force Base, Albuquerque, NM and is approximately one hundred thirty four (134) miles from 2401 North Grand Avenue.

I have attached a portion of the Zoning Map with the approximate location of 2607 - 7th Street highlighted and an aerial map of the area showing the locations noted above.

If you have any questions, please contact me at Ext. 3279.

Attachments: 2

XC: Anne Marie Gallegos, Interim City Manager
Danelle Smith, City Attorney
Christopher Lopez, Interim Chief of Police
Research File

C-3

ANNEXATION

R3

LEGION DRIVE

CITY LIMITS

CITY LIMITS

CITY LIMITS

LEGION DRIVE

CITY LIMITS

CITY LIMITS

CITY LIMITS

CITY LIMITS

LEGION DRIVE

LAS VEGAS

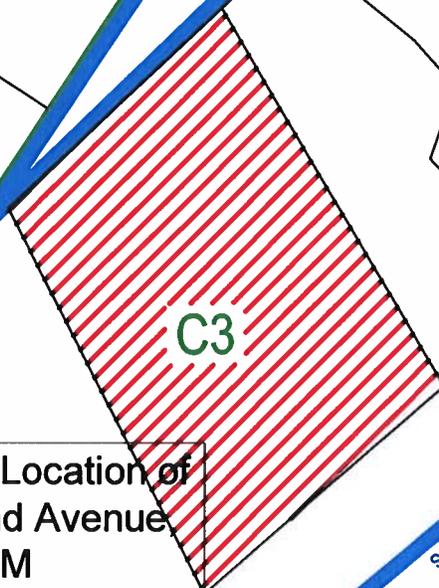
18
19
20
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22
RITA DRIVE

35
34
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32

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9

4-A
4-B

3



C3

C3
75-5
75-3

Approximate Location of
2401 N. Grand Avenue
Las Vegas, NM

Gerhardt
Plaza S/D
06-15

C-3
05-05

Regular or Special
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 2/9/18

DEPT: City Clerk

MEETING DATE: 2/21/18

ITEM/TOPIC: Conduct a Public Hearing and Approval/Disapproval of liquor license application.

ACTION REQUESTED OF COUNCIL: *Conduct a Public Hearing and Approval/Disapproval of transfer of ownership and change of location of inter-local dispenser liquor license No. 2667 with on premise consumption with patio service submitted by Highway General Market, LLC DBA Tequila's Bar & Grill, located at 227 S. Pacific Street, Las Vegas, NM 87701, Application No. 1077902.*

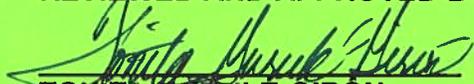
BACKGROUND/RATIONALE: The Director of Alcohol and Gaming Division has reviewed the referenced application and granted preliminary approval. The liquor license application has been forwarded to our Governing Body for consideration of the liquor license application. All zoning and publication requirements have been met.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



ANN MARIE GALLEGOS
INTERIM CITY MANAGER



SUBMITTER'S SIGNATURE

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



**New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION**

Toney Anaya Building ▪ PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Pat McMurray
DEPUTY
SUPERINTENDENT

Claudia Armijo
DEPUTY GENERAL
COUNSEL

Mary Kay Root
DIRECTOR

January 18, 2018

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

**RE: Transfer of Ownership and Change of Location
Inter-Local Dispenser Liquor License No. 2667; and

Transfer of Ownership and Change of Location
Dispenser Liquor License No. 0054**

Dear Ms. Fresquez,

In order to make sense of the sequence of title, I wanted to give you some background of the enclosed Application.

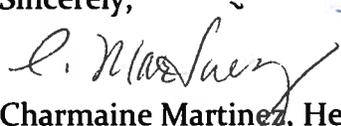
Love's Travel Stops & Country Stores, Inc. (Dispenser License No. 0054) is purchasing liquor license from Highway General Market, LLC, moving to 2401 North Grand Avenue, Las Vegas

Highway General Market, LLC (Inter-Local Dispenser Liquor License No. 2667) is purchasing liquor license from Landry's Seafood House-New Mexico, Inc., moving out of the local option district of Albuquerque to Las Vegas.

Alcohol & Gaming Division hereby requests local governing body to conduct the public hearing for License No. 0054 then License No. 2667.

Please contact me if you have any questions. Thank you.

Sincerely,


Charmaine Martinez, Hearing Officer

Encls.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800



New Mexico Regulation and Licensing Department
ALCOHOL AND GAMING DIVISION

P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

1932 96

January 18, 2018

Certified Mail No.: 9171 9690 0935 0155 ~~1933-02~~

Susana Martinez
Governor

Robert "Mike" Unthank
Superintendent

Pat McMurray
Deputy Superintendent

Claudia Armijo
Deputy General Counsel

Mary Kay Root
Director

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

Re: Lic. No. /Appl. No.: License No. 2667 / Application No. 1077902
Name of Applicant: Highway General Market, LLC
Doing Business As: Tequila's Bar & Grill
Proposed Location: 227 S. Pacific Street, Las Vegas, NM 87701

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF INTER-LOCAL DISPENSER LIQUOR LICENSE NO. 2667 WITH ON PREMISE CONSUMPTION WITH PATIO SERVICE.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

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

Respectfully,



Charmaine Martinez, Hearing Officer
New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement



New Mexico Regulation and Licensing Department | Alcohol and Gaming Division
 PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595



AGD USE ONLY: Payment | Application Fee \$ 200 Received on: 12-21-17 Receipt No. 2032464 * Returned
 Application Number: 1077902 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION
 \$200.00 Application Fee, non-refundable.

License No. 2667 Type of License: Inter Local Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Landrys Seafood House-New Mexico, Inc.

Current D/B/A Name: Claim Jumper Restaurant

Current Premises Address: 5001 Jefferson Street NE, Albuq., NM

Current LOD: Albuquerque Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company:
Highway General Market, LLC

ADDRESS (including city, state, zip)
227 S. Pacific Street, Las Vegas, NM 87701

D/B/A Name to be used: Tequila's Bar & Grill Business Phone #: (505)718-9261

Email Address (required): wanda_martinez36@yahoo.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)
227 S. Pacific Street

Las Vegas, NM 87701 County of: San Miguel

Mailing Address: 227 S. Pacific Street, Las Vegas, NM 87701

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: Dis. 0054

Agent/Contact Person: Jerry Hamm Phone#: (505)342-0523 Email: jhammlbc@aol.com

I, (print name) Wanda Martinez, as (title) Manager

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

Sign before a Notary Public:

Signature of Applicant: Wanda Martinez Date: 11-9-17

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of San Miguel)

SUBSCRIBED AND SWORN TO before me this 9th day of November, 2017

By: Wanda M. Martinez

Notary Public: [Signature]

My Commission Expires: 1/27/21



OFFICIAL SEAL
 Nathan Pacheco
 NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 1/27/21

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

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

Owned by Applicant, copy of deed/document attached Leased by Applicant, copy of lease/document attached

Other (provide details): _____

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

A. Owner(s): Wanda M. Martinez and Angel Salcido

B. Date and Term of Lease: Dated 11/14/2017 Commences 11/14/2017 and ends 11/18/2018

3. Premises location is Zoned (example C-1, see Zoning Statement): C3 General Commercial

Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

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

Name of Church: Our Lady of Sorrows Church Miles/feet: 5,600 ft.

Address/location of Church: 403 Valencia Street, Las Vegas, NM

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

Name of School: Union Elementary School Miles/feet: 900 ft

Address/location of School: 421 Union Street, Las Vegas, NM

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

Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
 Miles: 126 miles Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

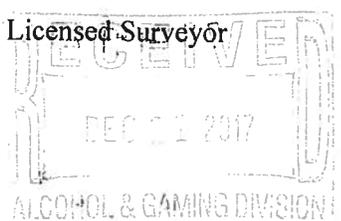
7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack

Small Brewer Craft Distiller Winery Wholesaler

Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.



CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701
T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN
MAYOR
DAVID ULIBARRI
COUNCILOR, WARD 1
VINCE HOWELL
COUNCILOR, WARD 2
BARBARA PEREA-CASEY
COUNCILOR, WARD 3
DAVID L. ROMERO
COUNCILOR, WARD 4

December 1, 2017

Jerry A. Hamm
Liquor License Brokerage
& Consulting
3301-R Coors Road, NW #127
Albuquerque, NM 87701

RE: STATEMENT OF ZONING CERTIFICATION

To Whom It May Concern:

This statement certifies that the premises located at 227 South Pacific Street, Las Vegas, New Mexico 87701 are located within a C-3 (General Commercial Zone).

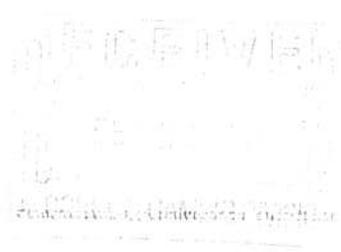
As per the City's Zoning Code, §450-126. C-3 General Commercial Zone, this zone is intended to provide for those retail services which require a location other than the Central Business District, being either highway-oriented or requiring larger tracts of land not normally available in the Central Business District. This zone allows for eating and drinking places, including bars, drive-in restaurants, and cocktail lounges.

If further information is required, or you have any questions, please contact me at (505) 426-3279.

Sincerely,

Maria D. Perea
Planning & Zoning Coordinator

xc: Richard R. Trujillo, City Manager
Renee Garcia, CD Director
Casandra Fresquez, City Clerk





MEMORANDUM

TO: Casandra Fresquez, City Clerk
FROM: *Maria D. Perea*
Maria D. Perea, P&Z Coordinator
DATE: February 9, 2018
SUBJECT: Application for a Transfer of Ownership of Liquor License No. 2667 with on Premise Consumption with Patio Service

Please be advised that we have reviewed the request submitted by Highway General Market, LLC, DBA Tequila's Bar & Grill, 227 South Pacific Street, Las Vegas, New Mexico for the transfer of ownership and location for Liquor License # 2667. Our findings are as follows:

- The property known as 227 South Pacific Street is zoned as a C-3 (General Commercial Zone) and as per §450-126. C-3 General Commercial Zone B. (3) Eating and drinking places, including bars, drive-in restaurants and cocktail lounges are permitted uses. The proposed activity is a permitted use in this zone.
- Our Lady of Sorrows Church located at 403 Valencia Street, is the nearest church to the proposed location and is approximately five thousand six hundred eighty four feet (5,684') from 227 South Pacific Street.
- West Las Vegas Middle School located at 1024 South Pacific Street, is the nearest school to the proposed location and is approximately four thousand sixty four feet (4,064') from 227 South Pacific Street.
- The nearest military installation is Kirtland Air force Base, Albuquerque, NM and is approximately one hundred thirty three (133) miles from 227 South Pacific Street.

I have attached a portion of the Zoning Map with the approximate location of 227 South Pacific Street highlighted and an aerial map of the area showing the locations noted above.

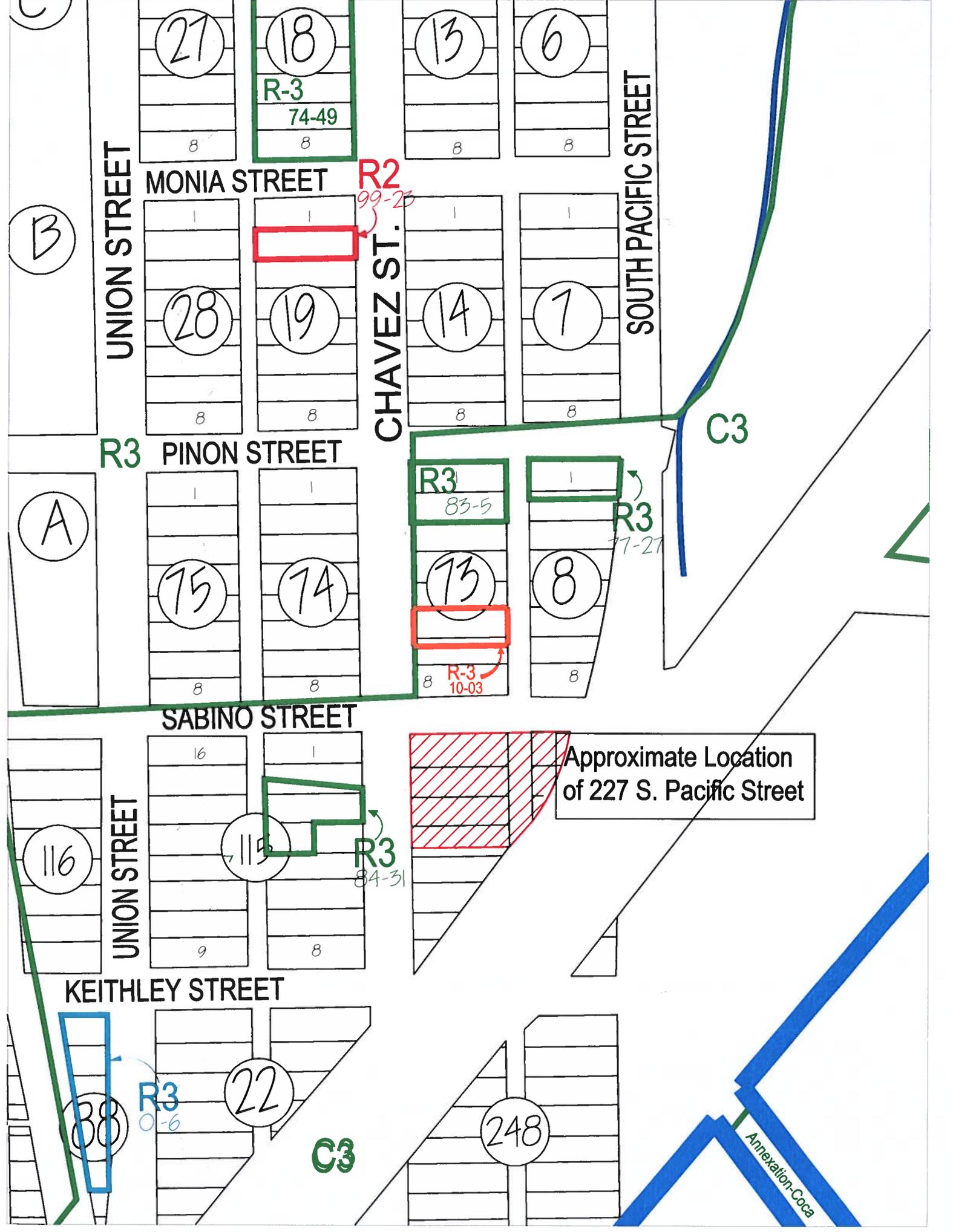
If you have any questions, please contact me at Ext. 3279.

Attachments: 2

XC: Anne Marie Gallegos, Interim City Manager
Danelle Smith, City Attorney
Christopher Lopez, Interim Chief of Police
Research File

- #1. West Las Vegas Middle School, 1024 S. Pacific Street, Las Vegas, NM - - App. 4,064 feet from 227 S. Pacific Street
- #2. Our Lady of Sorrows Church, 403 Valencia Street, Las Vegas, NM - - App. 5,684 feet from 227 S. Pacific Street
- #3. Kirtland Air Force Base, Albuquerque, NM - - App. 133 Miles from 227 S. Pacific Street





UNION STREET

MONIA STREET

R3 PINON STREET

SABINO STREET

UNION STREET

KEITHLEY STREET

SOUTH PACIFIC STREET

CHAVEZ ST.

27

18

13

6

28

19

14

7

75

74

73

8

116

115

22

248

R-3
74-49

R2
99-25

R3
83-5

R3
77-27

R-3
10-03

R3
84-31

R3
0-6

Approximate Location
of 227 S. Pacific Street

C3

C3

Annexation-Coca

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/12/18 **DEPT:** Finance **MEETING DATE:** 02/21/18

ITEM/TOPIC: 2017 Audit

ACTION REQUESTED OF COUNCIL: Approval of 2017 Audit

BACKGROUND/RATIONALE: The Office of the State Auditor has released the 2017 Audit for review and final approval by Mayor and Council.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

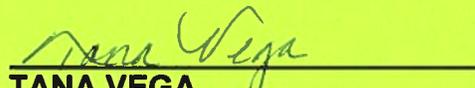
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

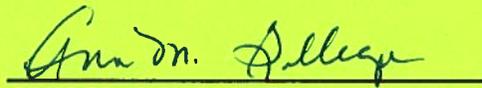
REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN M. GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**Regular or Special
CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 02-09-18

DEPT: Community Development

MEETING DATE: 02-21-18

ITEM/TOPIC:

Authorization for sale of City Owned Property as per attached legal description and plat, and known as City Right-of-Way on the east side of Railroad Avenue, between Lincoln Avenue and Douglas Avenue to Mr. Allan Affeldt, owner of the Castaneda Hotel.

ACTION REQUESTED OF COUNCIL:

Approval or Disapproval of Resolution 18-13, authorizing the sale of City Owned Property as per attached legal description and plat, and known as City Right-of-Way on the east side of Railroad Avenue, between Lincoln Avenue and Douglas Avenue to Mr. Allan Affeldt, owner of the Castaneda Hotel.

BACKGROUND/RATIONALE:

Allan Affeldt, owner of the Castaneda Hotel, has expressed an interest in purchasing a 0.20 ± acre parcel on City Right-of-Way on the east side of Railroad Avenue, between Lincoln Avenue and Douglas Avenue, to utilize the area as angle parking for the Castaneda Hotel when renovations are complete.

STAFF RECOMMENDATION:

Consideration by Mayor and Council.

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.

Renee T. Garcia by mdp

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

**TONITA GURULE-GIRON
MAYOR**

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**

Ann Marie Gallegos

**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**

David J. [Signature]

**CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**

**CITY OF LAS VEGAS
CITY COUNCIL
RESOLUTION NO. 18-13**

A RESOLUTION AUTHORIZING THE SALE OF CITY OWNED PROPERTY DESCRIBED AS PER ATTACHED LEGAL DESCRIPTION AND PLAT, AND KNOWN AS CITY RIGHT-OF-WAY ON THE EAST SIDE OF RAILROAD AVENUE, BETWEEN LINCOLN AVENUE AND DOUGLAS AVENUE, LAS VEGAS, NEW MEXICO TO MR. ALLAN AFFELDT, OWNER OF THE CASTANEDA HOTEL.

WHEREAS, the City of Las Vegas, New Mexico is the record owner of certain Right-of-Way property on Railroad Avenue; and

WHEREAS, Mr. Allan Affeldt, owner of the Castaneda Hotel desires to purchase a portion of Right-of-Way along the east side of Railroad Avenue to serve as angle parking for the Castaneda Hotel.

WHEREAS, pursuant to Section 3-54-1A, NMSA 1978; and to Resolution No. 06-08 approved on February 15, 2006, the City Council of the City of Las Vegas desires to sell this parcel of land as is; and

NOW THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico hereby resolves that:

1. Subject to the provisions of Section 3-54-1A, NMSA 1978 and Resolution No. 06-08, the he Mayor of the City of Las Vegas is authorized to sign the Purchase Agreement with Mr. Allan Affeldt, owner of the Castaneda Hotel, for the following described parcel of land:

A parcel of land being a portion of the R/W of Railroad Avenue adjacent to that property shown on Winston & Assoc., LLC. Plat # 017-192, recorded in Plat Book 74, Page 87 in the Office of the San Miguel County Clerk. Said parcel being located within the City of Las Vegas, San Miguel County, New Mexico, and lying within the Las Vegas Land Grant, projected Section 23, Township 16 North, Range 16 East, N.M.P.M. Said parcel being more particularly described as follows:

Beginning at the New Mexico State "RADIO" Triangulation Station, thence S 62°51'26" E a distance of 1747.72 feet to the NE'ly most corner of said property shown on plat # 017-192. Thence N 77°10'26" W a distance of 183.50 feet to the NE'ly most corner and **TRUE POINT OF BEGINNING** of this parcel. Said NE'ly most corner being located along the E'ly R/W line of Railroad Avenue. Thence along said E'ly R/W line S 12°50'09" W a distance of 421.97 feet to the SE'ly most corner of this parcel. Thence leaving said E'ly R/W line N 77°09'55" W a distance of 20.67 feet to the SW'ly most corner of this parcel. Thence N 12°50'09" E a distance of 421.97 feet to the NW'ly most

corner of this parcel. Thence S 77°09'55" E a distance of 20.67 feet to the **True Point of Beginning** of this parcel.

Said parcel contains 0.200 acres more or less.

A copy of Preliminary Plat # 018-017 is attached.

2. Mr. Allan Affeldt, owner of the Castaneda Hotel, has already taken care of obtaining a survey of the property.
3. The City of Las Vegas will be responsible for obtaining an appraisal for above property prior to actual sale of property.
4. After the appraisal, should the Property which is the subject of this Resolution be valued in excess of Twenty-Five Thousand Dollars (\$25,000), then this sale shall be approved by Ordinance which shall be subject to the negative referendum provisions of Section 3-54-1A, NMSA 1978 and Resolution No. 06-08.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2018.

Tonita Gurulé-Girón, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:



Danelle Smith, City Attorney

**CITY OF LAS VEGAS
RESOLUTION NO. 06-08**

A RESOLUTION ESTABLISHING A PROCEDURE FOR THE SALE, LEASE OR EXCHANGE OF CITY-OWNED PROPERTY FOR THE CITY OF LAS VEGAS, NEW MEXICO.

The following procedure shall be used in the sale, lease or exchange of City-owned properties whether real or personal:

I. GENERAL PROVISIONS:

- A. Under Section 3-54-1, NMSA 1978, as amended, the City may sell, lease or exchange municipal utilities or real property by public or private sale or lease.**
- B. The Value of facilities or real property to be sold, leased or exchanged shall be determined by the appraised value and not by the value of the contract.**
- C. An appraisal shall be made by a qualified appraiser to determine the Appraised Value. . The cost of appraisal is borne by the party who initiates the action.**
- D. City owned property may be traded, leased, or sold upon the formal recommendation of the City Manager and approved by City Council.**
- E. There can be no sale, lease or trade of City owned property associated with loss of City water rights.**

II. CITY MANAGERS RESPONSIBILITIES FOR SALE, LEASE, OR EXCHANGE OF REAL OR PERSONAL PROPERTY:

- A. The City Manager shall confer with the City Attorney and Finance Director regarding the appropriate method of sale, exchange, or lease, to determine whether publication of the proposed sale or lease is required, and as to whether an appraisal is needed. Proposed sale of Real property shall be presented to both Utilities and Finance Committees for advice and recommendation**
- B. The City Manager shall then prepare a Resolution for consideration by the City Council declaring the property to be excess property and not needed for any City**

purpose and authorizing the sale, exchange, or lease of the property.

- C. Any real or personal property having a current resale value of \$5,000 or more, shall be reported to the State Budget Division, of

The Department of Finance and Administration; Section 13-6-2, NMSA 1978. A copy shall be sent to the State Auditor; Section 13-6-1, NMSA 1978. Notification of proposed disposition and copy of Resolution shall be submitted at least thirty days prior to sale. Notification is not required for trade-in or exchange or real or personal property.

III. REAL PROPERTY:

A. PROPERTY VALUED UNDER \$25,000.00

1. Sale, lease or exchange may be public or private sale.
2. Not subject to referendum.

B. PROPERTY VALUED IN EXCESS OF \$25,000.00

1. Sale, lease or exchange may be public or private sale.
2. Subject to referendum.
3. Sale or lease shall be ordinance, which ordinance shall be effective seventy (70) calendar days after its adoption, unless a referendum election is held.
4. Proposed ordinance shall be published one time by a legal advertisement at least two weeks prior to consideration of final action.
5. Ordinance shall be published within one (1) week after adoption.
6. The Ordinance shall concisely set forth at least the following:
 - a. the terms of the sale, exchange, or lease;
 - b. the appraised value of the municipal utility facilities or real property;

- c. the time and manner or payments on the lease, exchange, or sale;
- d. the amount of the lease, exchange, or sale; and
- e. the identities of the purchasers or lessees; and
- f. the purpose for the municipality making the lease, exchange, or sale.

C. PUBLIC SALE/LEASE/EXCHANGE.

1. A public sale or lease is one where there is more than one potential buyer or lessee and the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the proposed sale, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, the City may reject all bids.

2. Term and conditions for a proposed public sale or lease shall be published at least twice, not less than seven (7) days apart, with the last publication no less than fourteen (14) days prior to the bid opening.

3. If property is under \$25,000.00, see Section III (A) above.

4. If property is over \$25,000.00, see Section III (B) above.

D. PRIVATE SALE/LEASE/EXCHANGE.

1. A private sale or lease is one where a particular buyer or lessee is interested in the sale or lease and the offer meets the appraised value of the property being sold or leased, and where the City will not be accepting bids. Publication may still be necessary if the value of the property being sold or leased is over \$25,000.00.

2. If property is under \$25,000.00, see Section III (A) above.

3. If property is over \$25,000.00, see Section III (B) above.

IV. PERSONAL PROPERTY:

- c. the time and manner or payments on the lease, exchange, or sale;
- d. the amount of the lease, exchange, or sale; and
- e. the identities of the purchasers or lessees; and
- f. the purpose for the municipality making the lease, exchange, or sale.

C. PUBLIC SALE/LEASE/EXCHANGE.

1. A public sale or lease is one where there is more than one potential buyer or lessee and the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the proposed sale, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, the City may reject all bids.
2. Term and conditions for a proposed public sale or lease shall be published at least twice, not less than seven (7) days apart, with the last publication no less than fourteen (14) days prior to the bid opening.
3. If property is under \$25,000.00, see Section III (A) above.
4. If property is over \$25,000.00, see Section III (B) above.

D. PRIVATE SALE/LEASE/EXCHANGE.

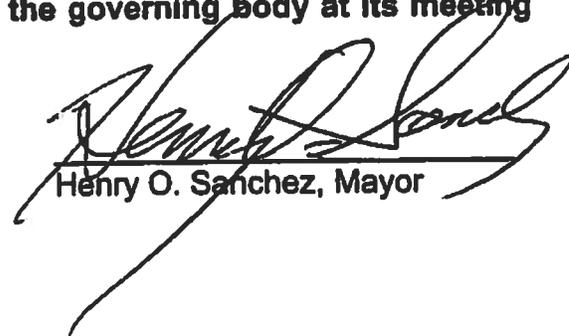
1. A private sale or lease is one where a particular buyer or lessee is interested in the sale or lease and the offer meets the appraised value of the property being sold or leased, and where the City will not be accepting bids. Publication may still be necessary if the value of the property being sold or leased is over \$25,000.00.
2. If property is under \$25,000.00, see Section III (A) above.
3. If property is over \$25,000.00, see Section III (B) above.

IV. PERSONAL PROPERTY:

B. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice pursuant to the provisions of Subsection J of section 3-2-1 NMSA 1978, not less than seven (7) days apart, with the last publication not less than fourteen (14) days prior to the sale. If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the sale.

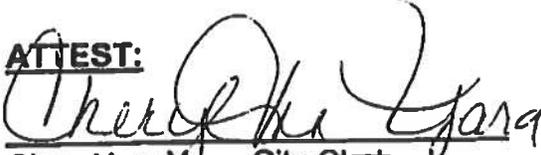
C. If one item or a total of several items have a current resale value of \$5,000.00 or more, the City shall give notification of sale to the State Budget Division, of the Department of Finance and administration; Section 13-6-2, NMSA 1978. A copy shall be sent to the State Auditor; Section 13-6-1, NMSA 1978. The City shall submit the official finding notification stating proposed disposition, and copy of Resolution at least thirty days prior to sale.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of 2/15/06.

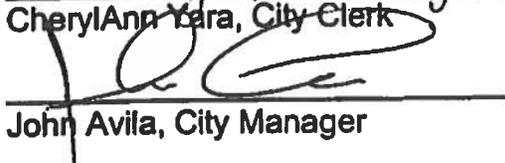


Henry O. Sanchez, Mayor

ATTEST:



CherylAnn Yara, City Clerk



John Avila, City Manager

2-22-06

Date

**Regular or Special
CITY COUNCIL MEETING AGENDA REQUEST**

DATE: 02-09-18

DEPT: Community Development

MEETING DATE: 02-21-18

ITEM/TOPIC:

Authorization for lease of City Owned Property as per attached legal description, and known as the Transportation Department Parking Lot located at 500 Railroad Avenue, Las Vegas, New Mexico and Mr. Allan Affeldt, owner of the Castaneda Hotel, for use by hotel patrons during the hours Transportation Department is closed.

ACTION REQUESTED OF COUNCIL:

Approval or Disapproval of Resolution 18-14, authorizing the lease of City Owned Property as per attached legal description, and known as the Transportation Department Parking Lot located at 500 Railroad Avenue, Las Vegas, New Mexico and Mr. Allan Affeldt, owner of the Castaneda Hotel, for use by hotel patrons during the hours Transportation Department is closed.

BACKGROUND/RATIONALE:

Allan Affeldt, owner of the Castaneda Hotel, has expressed an interest in leasing the Transportation Department Parking Lot during the evening hours when the Transportation Department is closed so hotel patrons can utilize the lot.

STAFF RECOMMENDATION:

Consideration by Mayor and Council.

COMMITTEE RECOMMENDATION:

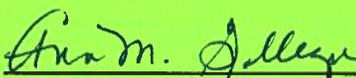
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

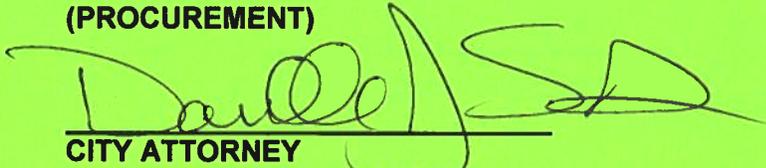


TONITA GURULE-GIRON
MAYOR



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
CITY COUNCIL
RESOLUTION NO. 18-14**

A RESOLUTION AUTHORIZING THE LEASE OF TRANSPORTATION DEPARTMENT PARKING LOT FOR USE BY CASTANEDA HOTEL PATRONS WHEN NOT UTILIZED BY CITY STAFF, WHICH WILL BE POSTED ON SITE TO MR. ALLAN AFFELDT, OWNER OF THE CASTANEDA HOTEL.

WHEREAS, the City of Las Vegas, New Mexico is the record owner of certain property located at 500 Railroad Avenue; and

WHEREAS, Mr. Allan Affeldt, owner of the Castaneda Hotel desires to lease the parking lot of the Transportation Department located at 500 Railroad Avenue, for use of Castaneda Hotel patron when not utilized by City Staff.

WHEREAS, pursuant to Section 3-54-1A, NMSA 1978; and to Resolution No. 06-08 approved on February 15, 2006, the City Council of the City of Las Vegas desires to lease said parking lot; and

NOW THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico hereby resolves that:

1. Subject to the provisions of Section 3-54-1A, NMSA 1978 and Resolution No. 06-08, the Mayor of the City of Las Vegas is authorized to sign the Lease Agreement with Mr. Allan Affeldt, owner of the Castaneda Hotel, for the following described parcel of land:

See Exhibit "A" attached for legal description

2. The City of Las Vegas will be responsible for obtaining an appraisal for above property prior to lease agreement being signed.
3. After the appraisal, should the Property which is the subject of this Resolution be valued in excess of Twenty-Five Thousand Dollars (\$25,000), then this Lease shall be approved by Ordinance which shall be subject to the negative referendum provisions of Section 3-54-1A, NMSA 1978 and Resolution No. 06-08.

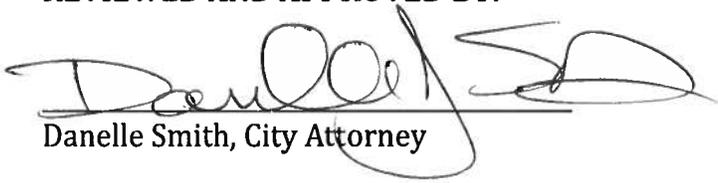
PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2018.

Tonita Gurulé-Girón, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:



Danelle Smith, City Attorney

EXHIBIT "A"

A parcel of land in the City of Las Vegas, County of San Miguel, State of New Mexico, lying in Section 26, Township 16 North, Range 16 East of the New Mexico Meridian described as follows:

Commencing at the Northeast corner of Block 7 of the Las Vegas Town Company Addition to said City of Las Vegas;

Thence South 0 20' East (bearing assumed for the purpose of this description) along the Easterly line of said Block 7, a distance of 35.60 feet:

Thence North 89 40' East 79.80 feet to a point in the Easterly line of Railroad Avenue said point also being the Southwesterly corner of that certain 4,500 square foot tract of land described as Tract "A" in Deed dated January 29, 1985 to Public Service Company of New Mexico, recorded April 24, 1985 in Book 229, Page 8592, records of said County;

Thence North 0 20' West along the Westerly line of said 4,500 square foot tract being the Easterly line of said Railroad Avenue, 45.00 feet to the Northwesterly corner of said 4,500 square foot tract, said point being the True Point of Beginning for the parcel herein described;

Thence continuing North 0 20' West along said Easterly line of Railroad Avenue also being a line parallel with and distant Westerly 225 feet measured at right angles from that certain track designated in the records of the Atchison, Topeka and Santa Fe Railway Company as the Central Region Glorieta Subdivision Main Track, 92.66 feet to the Southwesterly corner of that certain 1.002 acre tract of land described as Tract "B" in Deed dated October 30, 1972 to J.J. Lawson, recorded January 26, 1973 in Book 224, Page 7631, Records of said County;

Thence along the boundary of said 1.002 acre tract the following three (3) courses:
1) North 89 40' East, 75.00 feet;

**CITY OF LAS VEGAS
RESOLUTION NO. 06-08**

A RESOLUTION ESTABLISHING A PROCEDURE FOR THE SALE, LEASE OR EXCHANGE OF CITY-OWNED PROPERTY FOR THE CITY OF LAS VEGAS, NEW MEXICO.

The following procedure shall be used in the sale, lease or exchange of City-owned properties whether real or personal:

I. GENERAL PROVISIONS:

- A. Under Section 3-54-1, NMSA 1978, as amended, the City may sell, lease or exchange municipal utilities or real property by public or private sale or lease.**
- B. The Value of facilities or real property to be sold, leased or exchanged shall be determined by the appraised value and not by the value of the contract.**
- C. An appraisal shall be made by a qualified appraiser to determine the Appraised Value. . The cost of appraisal is borne by the party who initiates the action.**
- D. City owned property may be traded, leased, or sold upon the formal recommendation of the City Manager and approved by City Council.**
- E. There can be no sale, lease or trade of City owned property associated with loss of City water rights.**

II. CITY MANAGERS RESPONSIBILITIES FOR SALE, LEASE, OR EXCHANGE OF REAL OR PERSONAL PROPERTY:

- A. The City Manager shall confer with the City Attorney and Finance Director regarding the appropriate method of sale, exchange, or lease, to determine whether publication of the proposed sale or lease is required, and as to whether an appraisal is needed. Proposed sale of Real property shall be presented to both Utilities and Finance Committees for advice and recommendation**
- B. The City Manager shall then prepare a Resolution for consideration by the City Council declaring the property to be excess property and not needed for any City**

purpose and authorizing the sale, exchange, or lease of the property.

C. Any real or personal property having a current resale value of \$5,000 or more, shall be reported to the State Budget Division, of

The Department of Finance and Administration; Section 13-6-2, NMSA 1978. A copy shall be sent to the State Auditor; Section 13-6-1, NMSA 1978. Notification of proposed disposition and copy of Resolution shall be submitted at least thirty days prior to sale. Notification is not required for trade-in or exchange or real or personal property.

III. REAL PROPERTY:

A. PROPERTY VALUED UNDER \$25,000.00

1. Sale, lease or exchange may be public or private sale.
2. Not subject to referendum.

B. PROPERTY VALUED IN EXCESS OF \$25,000.00

1. Sale, lease or exchange may be public or private sale.
2. Subject to referendum.
3. Sale or lease shall be ordinance, which ordinance shall be effective seventy (70) calendar days after its adoption, unless a referendum election is held.
4. Proposed ordinance shall be published one time by a legal advertisement at least two weeks prior to consideration of final action.
5. Ordinance shall be published within one (1) week after adoption.
6. The Ordinance shall concisely set forth at least the following:
 - a. the terms of the sale, exchange, or lease;
 - b. the appraised value of the municipal utility facilities or real property;

- c. the time and manner or payments on the lease, exchange, or sale;
- d. the amount of the lease, exchange, or sale; and
- e. the identities of the purchasers or lessees; and
- f. the purpose for the municipality making the lease, exchange, or sale.

C. PUBLIC SALE/LEASE/EXCHANGE.

1. A public sale or lease is one where there is more than one potential buyer or lessee and the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the proposed sale, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, the City may reject all bids.

2. Term and conditions for a proposed public sale or lease shall be published at least twice, not less than seven (7) days apart, with the last publication no less than fourteen (14) days prior to the bid opening.

3. If property is under \$25,000.00, see Section III (A) above.

4. If property is over \$25,000.00, see Section III (B) above.

D. PRIVATE SALE/LEASE/EXCHANGE.

1. A private sale or lease is one where a particular buyer or lessee is interested in the sale or lease and the offer meets the appraised value of the property being sold or leased, and where the City will not be accepting bids. Publication may still be necessary if the value of the property being sold or leased is over \$25,000.00.

2. If property is under \$25,000.00, see Section III (A) above.

3. If property is over \$25,000.00, see Section III (B) above.

IV. PERSONAL PROPERTY:

- c. the time and manner or payments on the lease, exchange, or sale;
- d. the amount of the lease, exchange, or sale; and
- e. the identities of the purchasers or lessees; and
- f. the purpose for the municipality making the lease, exchange, or sale.

C. PUBLIC SALE/LEASE/EXCHANGE.

1. A public sale or lease is one where there is more than one potential buyer or lessee and the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the proposed sale, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, the City may reject all bids.

2. Term and conditions for a proposed public sale or lease shall be published at least twice, not less than seven (7) days apart, with the last publication no less than fourteen (14) days prior to the bid opening.

3. If property is under \$25,000.00, see Section III (A) above.

4. If property is over \$25,000.00, see Section III (B) above.

D. PRIVATE SALE/LEASE/EXCHANGE.

1. A private sale or lease is one where a particular buyer or lessee is interested in the sale or lease and the offer meets the appraised value of the property being sold or leased, and where the City will not be accepting bids. Publication may still be necessary if the value of the property being sold or leased is over \$25,000.00.

2. If property is under \$25,000.00, see Section III (A) above.

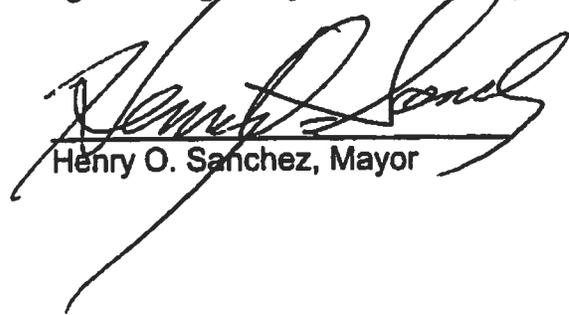
3. If property is over \$25,000.00, see Section III (B) above.

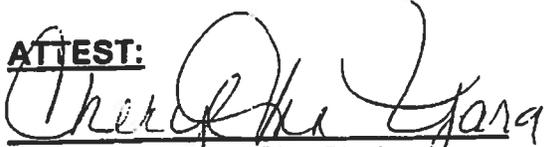
IV. PERSONAL PROPERTY:

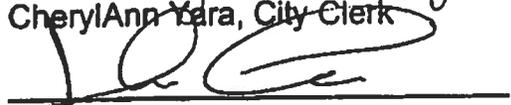
B. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice pursuant to the provisions of Subsection J of section 3-2-1 NMSA 1978, not less than seven (7) days apart, with the last publication not less than fourteen (14) days prior to the sale. If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the sale.

C. If one item or a total of several items have a current resale value of \$5,000.00 or more, the City shall give notification of sale to the State Budget Division, of the Department of Finance and administration; Section 13-6-2, NMSA 1978. A copy shall be sent to the State Auditor; Section 13-6-1, NMSA 1978. The City shall submit the official finding notification stating proposed disposition, and copy of Resolution at least thirty days prior to sale.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of 2/15/06.


Henry O. Sanchez, Mayor

ATTEST:

Cheryl Ann Yara, City Clerk


John Avila, City Manager

2-22-06
Date