



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
December 21, 2016–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (November 8th , November 16th, 2016)**
- VII. **MAYOR’S APPOINTMENTS/REPORTS**
- VIII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. **CITY MANAGER’S REPORT**
- XI. **FINANCE REPORT**
- XII. **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 bids #2017-11 for Miox Salt (evaporated food grade) for the Water Treatment Plant to low bidder DPC Industries.

Maria Gilvarry, Utilities Director Miox salt (evaporated food grade) is required o ensure proper filtration of the water supply.

2. Approval to enter into agreement with Estancia Valley Solid Waste Authority for solid waste disposal services.

Maria Gilvarry, Utilities Director The City of Las Vegas will be utilizing the Estancia Valley Regional Landfill in Moriarty, New Mexico for additional solid waste disposal services. The agreement to utilize the landfill will be with the Estancia Valley Solid Waste Authority.

3. Approval of a 35¢ per hour pay increase for all, eligible, non-bargaining unit employees.

Richard Trujillo, City Manager Request to approve a 35¢ per hour increase for all, eligible, non bargaining unit employees to be implemented and become effective on the first full pay period after approval.

4. Approval of contract for Cisneros Design for design and promotion services.

Annette Velarde, Community Development Director In December of 2015, the city entered into a contract with Cisneros Design for the development and design of marketing and promotion services. An extensive tourism website was developed in conjunction with a comprehensive plan for the promotion of Las Vegas attractions, events, businesses, and film and hospitality industries, among others. The City seeks to extend the contract through the end of December 2017.

XIII. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a Restaurant Beer and Wine License with on Premise Consumption only submitted by JL1, LLC, DBA Pino's Restaurant, located at 1901 North Grand Avenue, Las Vegas, NM 87701, Application # 1023998.

Casandra Fresquez, City Clerk The Director of the Alcohol and Gaming Division has reviewed the referenced application and granted preliminary approval. It has been forwarded to our Governing Body for consideration of the liquor license application.

2. Approval/Disapproval of Resolution 16-46.

Ann Marie Gallegos, Finance Director The City of Las Vegas is requesting increases to the FY2017 budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 budget.

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

Mayor Tonita Gurulé-Girón City Manager, Richard Trujillo's Professional Service contract is up for renewal. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.01 A. The city manager shall be appointed by the Mayor, subject to Council approval. The Governing Body shall enter into a contract with the city manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

4. Approval/Disapproval of City Attorney's Professional Service Contract.

Mayor Tonita Gurulé-Girón City Attorney, H. Chico Gallegos' Professional Service contract is up for renewal. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.04 C. The Mayor shall appoint the city attorney, subject to Council approval. D. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

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

Mayor Tonita Gurulé-Girón City Clerk, Casandra Fresquez' Professional Service contract is up for renewal. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.05 C. The Mayor shall appoint the City Clerk, subject to Council approval. The Governing Body shall enter into a contract with the city clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities.

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

Mayor Tonita Gurulé-Girón Chief of Police, Juan Montano's Professional Service contract is up for renewal. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.06 B. The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing Body shall enter into a contract with the chief of police which shall establish, among other matters, compensation, benefits, duties and responsibilities.

XIV. COUNCILORS' REPORTS

XV. 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.**

XVI. ADJOURN

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION
HELD ON WEDNESDAY NOVEMBER 9, 2016 AT 4:00 P.M. IN THE CITY
COUNCIL CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Richard Trujillo, City Manager
Maire Lopez, Recorder
H. Chico Gallegos, City Attorney
Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri Jr. lead everyone in attendance in the moment of silence and prayed that outcome of the election will lead everyone on a positive path.

APPROVAL OF AGENDA

Councilor Casey made a motion to accept the agenda as presented. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

David A. Ulibarri Jr.	Yes	Barbara Casey	Yes
David L. Romero	Yes	Vince Howell	Yes

Recorder Lopez re-read the motion and advised the motion carried.

PUBLIC INPUT

Bob Wessely spoke to the Governing Body about an update on Bradner Reservoir rehabilitation and if any scheduled is being followed to preserve state funding. Mr. Wessely also asked for a status on the application for a low cost loan from NMFA for the purchase agreement with Storrie Project.

DISCUSSION ITEMS

1. Resolution #16-41 Obsolete Excess Property.

Finance Director Gallegos advised the City of Las Vegas is requesting approval to sell or dispose of items and equipment that is beyond its useful life and fully depreciated. Finance Director Gallegos advised much if the items are scrap metal and old cars. Finance Director Gallegos advised the Police Department has done extensive research to see what titles the department does have for the vehicles.

Councilor Romero asked if the items will be bought separately or all together to eliminate them being bought separately and parked in throughout the community.

Questions and discussion took place if the department was going to solicit bids or hold an auction and if the list of excess property that was provided to the Governing Body prior would be included.

Councilor Howell asked who is responsible for the items after they are purchased.

Finance Director Gallegos advised it is the responsibility of the purchaser to remove the items.

The Governing Body agreed to place the item as a consent agenda item.

2. Souder, Miller & Associates Task Order Amendment #2, Flood Damaged Utility Infrastructure Design and Utilities.

Utilities Director Gilvarry advised the Governing Body that Souder, Miller & Associates will provide engineering services for design and construction phases of the sites that sustained flood damage as a result of the September 2013 flood disaster. This task order will cover the additional design for the skating pond and sedimentation basin dredging, construction plans, bid documents, environmental permitting and engineering services. The amount of the task order is \$64,095.00 including New Mexico Gross Receipt Tax. Utilities Director Gilvarry advised that

FEMA would be providing funding for the portion of the work that they feel was directly affected by the flood.

City Manager Trujillo advised he met with County Manager Montoya and the Skating Pond area is also on their ICIP and they are willing to work jointly to restore and utilize that area.

The Governing Body agreed to place the item as a consent agenda item.

3. Resolution #16-43 authorizing submission of a grant application for funding assistance to the United States Environmental Protection Agency Brownfields Project.

Utilities Director Gilvarry advised the City of Las Vegas is submitting an application for funding assistance to begin the identification, assessment and clean-up planning of the "Brownfields" that are part or adjacent to Gallinas River Park.

Ms. Garcia of the Utilities Department who has been working on the grant application gave the Governing Body an overview of the environmental studies that would be completed and how these steps will help the City in acquiring future funds.

Questions and discussion took place regarding the projects along the Riverwalk that involve various entities.

The Governing Body agreed to place the item as a consent agenda item.

4. Award request for proposals #2017-07 for diesel repair services for the waste water, gas, solid waste and water divisions to D.A.G Enterprises and enter into agreement.

Utilities Director Gilvarry advised the City of Las Vegas has diesel powered heavy equipment and vehicles that require regular maintenance due to extended use. This RFP will allow the City to hire a mechanic to provide diesel repair services for heavy equipment and vehicles as needed. Utilities Director Gilvarry advised that D.A.G Enterprise was the sole bidder at a price of \$75.00. Utilities Director Gilvarry advised D.A.G would only work on diesel vehicles and staff would work on gasoline vehicles.

Councilor Casey advised she was made aware that other businesses that handle diesel repair were not contacted about the bid and had requested letters of notification be sent.

Utilities Director advised she personally approached several mechanics to bid and was unsuccessful.

Questions and discussion took place if mechanics had been notified and if there was staff on hand to do the repairs.

Councilor Howell asked if the department ordered the parts or if D.A.G would be purchasing them and what the up charge for the part would be.

Mayor Gurule-Giron advised she was concerned about the pricing.

City Attorney Gallegos advised the procurement process was followed and pricing with comparable municipalities around the area.

The Governing Body agreed to place the item as a consent agenda item.

Councilor Howell advised he would like to see the weeds in the medians and along sidewalks to be cleared now that the holiday decorations are starting to be put up in the community. Councilor Howell asked for a status of the marketing committee.

Mayor Gurule-Giron advised that she is waiting for the individuals to sign their acceptance letter, and all committees should be established.

Councilor Romero asked for a status of the cleanup around the trailer park that he spoke to City Manager Trujillo about.

Utilities Director Gilvarry advised that she has been in contact with BNSF Railroad and they are refusing to allow the City onto the property to clean and advised her that the City would need to purchase a permit to have access to the property. Utilities Director Gilvarry advised BNSF is the procurement process to have that section of land cleaned up and the Utilities Department would like to try to enter into an agreement with BNSF to place trash containers in that area to minimize the trash in the area.

Councilor Romero advised that area is a fire hazard and how long will the City wait before cleaning it.

Mayor Gurule-Giron advised that there is a process and the department is working towards a resolution.

City Attorney Gallegos advised Utilities Director Gilvarry is working very close with the BNSF Railroad to come to an agreement on the property and getting it cleaned up before there is a liability.

Councilor Casey thanked the Las Vegas Police Department for their quick response finding the individual who broke into a vehicle that she read about on Facebook. Councilor Casey thanked all police officers for their hard work.

City Manager Trujillo advised there was a break in at the Arts Council and the Police Department was quick to respond.

Councilor Howell asked when the Governing Body would be holding their retreat.

Mayor Gurule-Giron advised they are working on hiring an independent contractor to facilitate the retreat.

Councilor Casey advised she would like to know who the facilitator would be and asked why the City needed to hire an individual from the outside.

Mayor Gurule-Giron advised the individual is highly qualified to facilitate the retreat.

Questions were asked about the status of Storrie Lake Project.

Councilor Ulibarri Jr. asked if staff could do some weed removal on the west side, it's been months since it was last done.

Councilor Casey made a motion to adjourn. Councilor Ulibarri Jr. seconded the motion.

Mayor Gurule-Giron asked for a roll call. Roll call was taken and reflected the following.

David A. Ulibarri Jr.	Yes	Barbara Casey	Yes
David L. Romero	Yes	Vince Howell	Yes

Recorder Lopez re-read the motion and advised the motion carried.

ADJOURN

Mayor Tonita Gurule-Giroń

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD
ON TUESDAY, NOVEMBER 15, 2016 AT 6:00 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Richard Trujillo, City Manager
Casandra Fresquez, City Clerk
H. Chico Gallegos, City Attorney
Juan Montano, Sergeant at Arms

CALL TO ORDER

Mayor Gurulé-Girón called the meeting to order at 6:05 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Gurulé-Girón asked Councilor Casey to lead the moment of silence.

Councilor Casey thanked our creator for all the wonderful people in Las Vegas who care about the community by giving up their time, energy and money and also thanked our creator for providing so much and asked everyone to give their own personal thanks.

City Manager Trujillo asked for prayers for Kurt Parkinson.

APPROVAL OF AGENDA

Councilor Casey made a motion to request removing Item #4 from the Consent Agenda to be placed in the Business Items for deliberation on its own. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Casey made a motion to approve the agenda as amended. 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.

APPROVAL OF MINUTES

Councilor Casey advised she had already addressed the corrections on the minutes to City Clerk Fresquez and made a motion to approve the minutes for October 12th and October 19th, 2016 as amended. Councilor Romero and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	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 reported that there were several appointments to the Advisory Committees which included:

Finance Advisory Committee (5) – Carla Benavidez, Carlos Perea, Lillian Salazar, Susan Apodaca and Billy Romero

Housing Advisory Committee (5) – Manny Varela, Joan Crohn, Ben Cortez, Augustin Valencia and Meredith Britt

Utility Advisory Committee (8) – Kim Delgado, Rudy Castellano, Mike Cozens, Mike Sweeney, Amos Estrada, Maria Gilvarry, Lucas Marquez and Kayleen Encinias

Film Commission (5) – Kenneth Bachicha, Kirk Ludi, Julie Tublety, Ray Valdez and Keith Kjelstrom

Carnegie Library Advisory Committee (6) – Emelia Rivera, Rebecca Baca, Joseph Garcia, Gloria Mejillas and Sonia Diaz De Leon

Museum (6) – Peter Linder, William Broughton, Hope Trujillo, Mabel Graston, Margaret Gorman and Patrice Lafave

Recreation Advisory Committee (5) – Perry Montoya, Vanessa Sidransky Montano, Ray Collins, Eloy Gonzales and David Luna

Tree Advisory Committee (7) – Nancy Leipe, Elizabeth Gardner, John Spencer, Steve Reichert, Shannon Atencio, Paul Stanger and Frances Martinez

Senior Advisory Committee (5) – Cindy Armijo, Edwina Gallegos, Annette Clancy, James Garcia and Kenny Johnson

Youth Committee (5) – Lorraine Garduno, Bonnette Gurule, Michael Martinez, Julian Martinez and Andrew Lovato

Fiesta Committee (5) – Cipriano Aguilar, Marty Sweeney, Dwight Torrez, Tina Gurule and Victor Herrera

Veterans Advisory Committee (5) – Nancy Fernandez Jefferies, Gary Ludi, Peter Garduno, Trini Gallegos and Paul Salas

Marketing Committee (11) – Glenn Post, Patrick Snedeker, Commissioner Rock Ulibarri, Cindy Collins, Donna Rivas, Kathy Hendrickson, Karl Marten-Nelson, Cordia Sammeth, Georgina Ortega, Lisa Apodaca and Linda Leyba

Mayor Gurulé-Girón advised City Manager Trujillo that trainings and meetings should be organized and conducted as soon as the boards and committees were confirmed.

There were no objections by Council of the confirmation of the appointments to the Advisory Committees.

Councilor Howell asked if any Council members would be appointed to any of the Advisory Committees.

Mayor Gurulé-Girón advised that she elected not to assign Council members to any committees due to wanting the committees to stand on their own and thought that that was a fair process.

***Extraterritorial Zoning Committee (5) (Pending)** – Dwight Torrez, Emilio Aragon and Stephen Johnson

PERMANENT BOARDS & COMMISSIONS:

Police Commission – Kim Delgado, Roy Montibon, Paul Gray, Clarence Romero and Don Bovia

Design Review Board – Rick Rubio, Bob Mishler, Renee Garcia, Harold Garcia, Roland Medrano and Ray Tafoya

Planning & Zoning Commission – Joe Coca, Mack Crow, Suzanne Gonzales, Manny Varela and Gerald Garcia

Lodgers Tax Board – Diane Ortiz, Joaquin Garofalo, Krutik Bhakta, Oliver Lesperance, Diane Moore/Allan Affeldt

MAYOR'S RECOGNITION/PROCLAMATIONS

Casandra Fresquez read a recognition on behalf of Mayor Gurulé-Girón along with the members of the Governing Body recognizing the Alta Vista Regional Hospital Auxiliary for their outstanding 65 years of service to the community.

AVRH Auxiliary member advised that it had been a pleasure meeting and welcoming the community to the hospital and hoped they had met the needs of everyone that visited the gift shop.

Casandra Fresquez read a recognition on behalf of Mayor Gurulé-Girón along with the members of the Governing Body recognizing Sean Williams for his dedication to providing a lasting, positive first impression on every visitor of the Plaza Hotel and the City of Las Vegas.

Casandra Fresquez read a recognition on behalf of Mayor Gurulé-Girón along with the Governing Body to recognize and sincerely appreciate Mrs. Josie Crespín for her community involvement, lending a piece of herself to each and every person that she could help.

The daughter of Josie Crespín took the opportunity to thank the Governing Body on behalf of her mother for the recognition of her work with the youth, elderly and less fortunate in the community.

PUBLIC INPUT

Mr. Bruce McAllister asked for status on the City's progress and planning information regarding several water storage issues that included Taylor Wells, Bradner Reservoir and Storrie Lake.

Mr. McAllister advised that the current reservoir storage was down from 1000 acre feet to 200 acre feet, and felt that more backup storage was needed. Mr. McAllister stated that there were many inaccurate reports from the community regarding the City relinquishing 4 million dollars of state grant money and thought that was inaccurate due to the City's decision of a reduced project scope.

Mayor Gurulé-Girón stated for the record that these issues had been addressed over the radio and during monthly meetings.

Mr. Lalo Sanchez spoke on issues concerning the amendment of the City Ordinance regarding sewer costs and felt that the City was not addressing the issue. Mr. Sanchez stated that it was unfair that it had not been amended and thought that the City was stealing money from him. Mr. Sanchez expressed his

opinion about the lack of public safety in the community and stated that the Las Vegas Optic was not printing his issues in the media and felt that the Las Vegas Police Officers were not doing their job.

CITY MANAGER'S REPORT

City Manager Trujillo advised that Community Services Director Pamela Marrujo and Senior Center Manager Wanda Salazar would make a presentation.

Community Services Director Marrujo presented a donated check of \$8,000.00 on behalf of Mike Melton and Southwest Capital Bank for Senior Center Services.

Senior Center Manager Wanda Salazar informed that Southwest Capital Bank have been donating to Senior Services for the past four years.

City Manager advised that Community Development Director Annette Velarde would be reporting on marketing.

Community Development Director Velarde advised that there had been great progress regarding marketing which included a positive ad campaign, administrative changes (stationary) and added that with the help of Cisneros Design, the City was up for the Best Digital Campaign Award through the New Mexico Hospitality Association's Top Hat Award and the Museum was up for Outstanding Attraction. Community Development Director Velarde informed that the New Mexico True Campaign was using the City's digital campaign as an example for other cities to utilize.

Fred Cisneros with Cisneros Design gave a detailed overview of the City of Las Vegas' Marketing campaign and added that they envisioned 2017 moving forward with Social Media and hopefully many more marketing opportunities would grow.

Councilor Howell thanked Cisneros Design for their work and advised he was pleased with the results of the campaign although he wasn't involved in social media, informed that he had friends and relatives who were and also mentioned that Las Vegas, New Mexico was known nationwide. Councilor Howell hoped the campaign would have continued success.

Mayor Gurulé-Girón advised that she had been skeptical of the Cisneros Marketing contract although stated that she had seen the results of their labor and had seen phenomenal marketing results. Mayor Gurulé-Girón stated that they had put Las Vegas on the map and thanked Cisneros Design for their service.

FINANCE REPORT

Finance Director Ann Marie Gallegos reported the Finance Report for the month ending October 31, 2016 to include the General Fund Revenue at thirty two percent with an upcoming increase in December due to property tax coming in and expenditures were at twenty six percent and clarified that it was including the five percent reduction in each department.

Councilor Howell asked where the expenses were listed for the Airport on the budget report.

Finance Director Gallegos explained that the Airport and Public Works were on the same line item and advised that she would omit the line item for the Airport.

Finance Director Gallegos reported revenues at thirty two percent for Recreation Department and expenditures came in at thirty seven percent.

City Manager Trujillo informed that there had been some decline in some of the Recreation Department programs and they were focusing on ways of bringing in more revenue and to get more participation from the youth in the community.

Councilor Howell had questions on the General Fund transfer amount of \$740,703.

Finance Director Gallegos explained that the amount of \$740,703 was recognizing the GRT that goes from the General Fund over to the Recreation Center budget which included operations and the loan facilitated for the rehabilitation and it also included transfers from Housing and Senior Center budgets.

Finance Director Gallegos reported that the Enterprise Fund revenues were at twenty nine percent, with no increase in October due to warmer weather and expenditures came in at twenty five percent.

Councilor Howell advised he would like to research the budget further for his own clarification and understanding.

CONSENT AGENDA

City Manager Trujillo read the Consent Agenda into the record as follows:

1. Approval of Resolution #16-41 Obsolete Excess Property

Resolution 16-41 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION 16-41
OBSOLETE EXCESS PROPERTY

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a need for disposition of items deemed unusable; and

WHEREAS, the City of Las Vegas is proposing to auction, bid, sell and/or dispose of obsolete equipment, including items that have been fully depreciated, to include scrap metals, inoperable vehicles, and dispose of other items deemed unusable; and

WHEREAS, a request will be submitted to Department of Finance and Administration for approval to auction, bid out and/or sell off surplus and obsolete equipment including scrap metal; and

WHEREAS, the sale of identified surplus property will be held in FY 2016-2017; and

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the sale of obsolete equipment, scrap metal, and/or surplus equipment respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 15th day of November, 2016.

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

H. Chico Gallegos, City Attorney

2. Approval of Souder, Miller & Associates Task Order Amendment #2, Flood Damaged Utility Infrastructure Design and Utilities.

3. Approval of Resolution No. 16-43 authorizing submission of a grant application for funding assistance to the United States Environmental Protection Agency Brownfields Program.

Resolution 16-43 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 16-43**

AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FUNDING AND PROJECT APPROVAL TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the City of Las Vegas is a qualified entity under the Code of Federal Regulations Title 40 Part 31 and the Governing Body is authorized to request funds for financing of the Brownfields Assessment for benefit of the Borrower and the public; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) has instituted a program for financing of projects identified as “Brownfields”, and has developed an application procedure whereby the Governing Body may submit an application (“Application”) for financial assistance from the Authority for assessment of identified Brownfields; and

WHEREAS, the Governing Body intends to undertake construction and improvement of the Gallinas River Park for the benefit of the Borrower and its residents; and

WHEREAS the application prescribed by the EPA will be submitted to the EPA for its consideration and review as required as part of the Application.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

That the officers and employees of the Governing Body are hereby directed and requested to submit the Application to the EPA for its review and are further authorized to take such other action as may be requested by the EPA in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

H. Chico Gallegos, City Attorney

Councilor Howell made a motion to approve the Consent Agenda as read into the record. 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	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

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

BUSINESS ITEMS

(Consent Item #4)- Approval to award request for proposals #2017-07 for diesel repair services for the waste water, gas, solid waste and water divisions to D.A.G. Enterprises and enter into agreement.

Councilor Casey stated that she requested the item be moved in order to have further discussion and stated that she did not oppose awarding the bid to D.A.G. Enterprises although did oppose of other entities not having the opportunity when it came against a business which had been doing business with the City for 14 years in a row. Councilor Casey added that other entities were discouraged about placing bids because they thought they would not have a chance.

Councilor Casey advised that some people had requested in writing to be notified as to when bids would be put out and they were not notified. Councilor Casey stated that many people did not read the Optic or the website and felt that the City's website was not user friendly and many businesses had missed the opportunity to bid therefore thought that the City should be more diligent in making sure that there is the perception of the City doing everything they can to be more inclusive with businesses that have not had the opportunity to place bids with the City.

Councilor Casey advised that she felt there was a problem with a sole source bid occurring as regards to this business being awarded for repeated years and did not think that it was fair.

Councilor Howell had a concern about businesses not wanting to bid and advised that Utilities Director Gilvarry had reached out to several businesses with the information of the bid.

Utilities Department Director Gilvarry explained that some businesses made known that they did not put out for bid, due to the timely issues of getting paid or also in some cases of non-payment from the City and did clarify that the RFP process was taken, she went the extra mile of going door to door to notify businesses of the bid and stated that this was not a sole source bid.

Discussion took place regarding issues of payment to the contractors and the importance of improving communication with them regarding the payment process.

Mayor Gurulé-Girón recommended to City Manager Trujillo to work with Finance Director Gallegos to implement a time of payment which would allow each individual vendor to receive payment as quickly as possible.

City Manager Trujillo wanted to clarify that he felt it had been from vendors not being paid in the years past and had not happened within recent administrations.

Councilor Casey thanked Utilities Director Gilvarry for her added efforts in informing the businesses of bids personally although believed that there was a lot of frustration and people felt that they did not have a chance and added that the concern for her was the negative perception.

Councilor Casey asked for a timeline from the time of the contract approval to the time it gets to the vendor.

Utilities Department Director Gilvarry explained that after the contract approval, the process of awarding it to the vendor could range from 2-3 weeks

Councilor Howell suggested bringing in the businesses that had the bidding issues, to explain the bidding process and try to convince them to bid in the future which would eliminate the negative feelings that they have had.

Councilor Casey made a motion to approve to award request for proposals #2017-07 for diesel repair services for the waste water, gas, solid waste and water divisions to D.A.G. Enterprises and enter into agreement. Councilor Romero 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 A. Ulibarri, Jr.	Yes	David L. Romero	Yes

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

1. Approval/Disapproval of AFSCME Local 2851 Agreement.

City Manager Trujillo advised that Chico Gallegos, Casandra Fresquez, Pamela Marrujo and Maria Gilvarry were the negotiating team that worked hard in making sure that a message was sent to the City's Union workers which was that the City was here to do everything they can to settle and negotiate a contract without conflict, and for administration to listen to their proposals. City Manager Trujillo advised that all three Union contracts were negotiated in a good manner and that he was pleased with the approach the team took in the negotiations.

City Attorney H. Chico Gallegos advised that the American Federation of State, County and municipal Employees (AFSCME) Local 2851 has ratified and approved collective bargaining agreement. City Attorney Gallegos added that through the collective bargaining process the team developed an approach which included creating a non-adversarial environment, diligence in listening to the other party, reviewing the entire contract and setting the stage for future negotiations. City Attorney Gallegos advised that the approach taken resulted in a successful negotiation.

Councilor Casey stated that she had a concern on the agreement regarding the language "reducing the amount of money for pay from fifty (50) cents an hour to thirty five (35) cents an hour".

City Attorney Gallegos explained that it represented the increase and stated that rather than a fifty cent increase it would be a thirty five cent increase.

Councilor Casey asked if the fifty (50) cent increase had been budgeted in the FY 2016 budget.

Finance Director Gallegos clarified that the fifty cent increase was on last year's AFSCME contract and was now amended to the thirty five (35) cents and advised that no increases had been budgeted.

Discussion took place regarding the personnel policy being in line with the Union Contract.

Councilor Howell made a motion to approve the AFSCME Local Agreement. Councilor Ulibarri, Jr. 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.

2. Approval/Disapproval of International Association of Fire Fighters (IAFF) Local 4625 Agreement.

City Attorney Gallegos advised that the International Association of Fire Fighters (I.A.F.F.) Local 4625 has ratified and approved collective bargaining agreement between the City of Las Vegas and the Las Vegas NM Professional Fire Fighters Association. City Attorney Gallegos advised that the same approach had been taken in coming to a successful negotiation and stated that the research from the youth of the Fire Department was beneficial regarding key provisions in the negotiations.

Discussion took place on the importance of all union members understanding and being knowledgeable of the contract and the honesty, integrity and fairness needed from everyone in the negotiation process.

City Attorney Gallegos expressed that the different approach taken in negotiations was a vital part of addressing issues that come with collective bargaining negotiations.

Councilor Howell made a motion to approve of the International Association of Fire Fighters (IAFF) Local 4625 Agreement. Councilor Casey 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.

3. Approval/Disapproval to appoint Billy Montoya as Fire Chief.

City Manager Trujillo 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.

City Manager Trujillo took the opportunity to thank Chief Phillip Mares for his 35 years of service with the Fire Department, Interim Fire Chief Sam Lujan and Administrative Aide Sonia Gomez for keeping the department moving forward. City Manager Trujillo advised the Fire Department would be working a 48 hour shift and felt that the changes would be positive for the department. City Manager Trujillo explained that the Fire Department was on board with the appointment of Billy Montoya to Fire Chief and advised that Mr. Montoya was very well articulated regarding the direction in moving the Fire Department forward therefore his recommendation was to appoint Mr. Montoya as Fire Chief.

Mayor Gurulé-Girón asked what the consensus was from the entire Fire Department regarding the appointment of Billy Montoya to Fire Chief.

City Manager Trujillo informed that the majority of the Fire Department recommended Billy Montoya as Fire Chief.

Councilor Howell made a motion to appoint Billy Montoya as Fire Chief. Councilor Ulibarri, Jr. 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.

Mr. Billy Montoya expressed his gratitude to each member of the Governing Body for the amount of confidence and the level of trust shown to him. Mr. Montoya thanked everyone for the opportunity to lead one of the finest fire departments in the state of New Mexico and stated that he was honored to serve as the City's Fire chief.

Fire Chief Montoya thanked the Las Vegas Fire Department for their support, gave special thanks to "his Lady" April Gonzales, who always stood by his side through many obstacles along the way and that he was grateful for her support. Fire Chief Montoya acknowledged and thanked his parents Mickey and Nancy Montoya for their strong foundation on which he was raised and added that his achievements and success were due to them. Fire Chief Montoya thanked all his family and friends for their continued guidance and support and gave special thanks and acknowledged his "Brothers in Rescue", the Las Vegas Fire Department family for their uncompromised service they provide to the community and for all their hard work and dedication to the fire service, to the brotherhood and stated that he was honored to be their fire chief.

COUNCILOR'S REPORTS

Councilor Romero asked what the next step was regarding a dump site in the area near McAllister Lake.

City Manager Trujillo advised that he would meet with Utilities Director Gilvarry and City Attorney Gallegos to inform the owners by registered letter regarding the issues of cleaning the property and added that both the City and the County have been dealing with cleaning up that right of way, which actually belongs to BSN.

Mayor Gurulé-Girón asked if there was a way to get the abatement process started regarding the dump site.

City Attorney Gallegos advised that he believed it was not in the form of abatement although stated that there were some affirmative steps that could be taken such as setting up a method of communication in order to prevent repeated dumping on the site.

Councilor Casey took the opportunity to thank the Administrative staff, Jolene Money and Desaree Ortiz and stated that they were always helpful in every way possible to her individually.

Councilor Howell wanted to state that the City is moving in a positive direction and added that being frugal to protect the efforts of our growth is not the only way to protect it and we need to invest in our community, acknowledge community volunteers, have an inclusive leadership style and using community feedback in making decisions, being more transparent and communicative in order to strengthen the City's integrity. Councilor Howell advised it was vital to follow our ordinances as well and added that it was important to demonstrate that this administration is here for the community.

Councilor Ulibarri, Jr. agreed that ordinances should be followed and problems have been experienced before and thanked the Governing Body and City Manager Trujillo for the appointment of Mr. Montoya as Fire Chief and congratulated him.

EXECUTIVE SESSION

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

ADJOURN

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

Barbara A. Casey

Yes

Vincent Howell

Yes

David A. Ulibarri, Jr. Yes

David L. Romero Yes

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

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU NOVEMBER 30, 2016 42% OF YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2017

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2017 % REV
	A	B	C	D	E	
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	
PROPERTY TAX	1,350,000	1,373,000	572,083	1,415,383	129,017	9%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	1,479,167	3,553,542	1,548,716	44%
FRANCHISE TAX	800,000	800,000	333,333	807,805	286,557	36%
GROSS RECEIPT TAX .75	2,585,000	2,445,000	1,018,750	2,299,216	1,017,840	42%
1/8 INFRASTRUCTURE	350,000	351,000	146,250	361,198	167,451	48%
GRT .25 (JAN 2011)	680,000	697,000	290,417	685,582	446,199	64%
GRT -HOLD HARMLESS (JULY 2015)	(85,000)	(110,400)	-46,000	(85,000)	(46,000)	42%
LICENSE & FEES	71,600	70,500	29,375	80,730	10,522	15%
INTERGOVERNMENTAL	66,000	71,500	29,792	76,494	25,693	36%
LOCAL-FINES	62,100	62,000	25,833	62,143	32,837	53%
LOCAL-MISC	1,657,230	1,707,000	711,250	1,860,468	746,311	44%
TOTAL	11,086,930	11,016,600	4,590,250	11,117,561	4,367,143	40%

(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 NOVEMBER 30, 2016 42% OF YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2017

	<u>Total Budget to Actual Comparison</u>						H (E/B) % BDGT
	A	B	C	D	E	F	
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	
JUDICIAL	282,087	311,269	129,695	282,056	126,178	185,091	41%
EXECUTIVE	480,602	482,335	200,973	411,568	158,476	323,859	33%
ADMINISTRATION	247,913	238,796	99,498	246,214	89,866	148,930	38%
CITY ATTORNEY	213,770	241,956	100,815	206,840	87,221	154,735	36%
PERSONNEL/HR	274,354	278,490	116,038	274,322	103,929	174,561	37%
FINANCE	569,608	620,402	258,501	543,228	212,956	407,446	34%
COMMUNITY DEV.	567,364	553,245	230,519	427,253	151,901	401,344	27%
POLICE	3,928,874	3,957,787	1,649,078	3,358,911	1,552,924	2,404,863	39%
CODE ENFORCEMENT	168,661	179,925	74,969	130,374	56,960	122,965	32%
ANIMAL SHELTER	133,690	135,490	56,454	134,256	44,222	91,268	33%
FIRE	1,276,366	1,345,406	560,586	1,171,724	484,071	861,335	36%
PUBLIC WORKS/AIRPORT	492,606	480,681	200,284	424,991	174,404	306,277	36%
PARKS	305,020	333,142	138,809	197,579	94,803	238,339	28%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	201,256	215,812	89,922	185,087	81,461	134,351	38%
MUSEUM	192,888	151,836	63,265	125,378	56,839	94,997	37%
GENERAL SERVICES	2,649,000	2,505,714	1,044,048	1,939,451	700,360	1,805,354	28%
SALARY CONTINGENCY	50,000	0	0	38,853	0	0	0%
TRANSFERS	505,058	740,703	308,626	505,058	333,115	407,588	45%
TOTAL	12,539,117	12,772,989	5,322,079	10,603,143	4,509,686	8,263,303	35%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU NOVEMBER 30, 2016 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2017**

	A	B	C	D	E	G
	FY 2016	FY 2017	FY 2017	FY 2016	FY 2017	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	% REV
WELLNESS CENTER	100,000	100,000	41,667	114,446	11,155	11%
OPEN SWIM	0	0				0%
YAFL	6,000	3,000	1,250	2,030	1,320	44%
YABL	20,000	20,000	8,333	19,011	6,955	35%
SUMMER FUN PROGRAM	20,000	20,000	8,333	15,797	1,241	6%
RECREATION-OTHER	49,000	29,800	12,417	32,116	3,558	12%
GEN FUND TRANSFER	400,000	300,000	125,000	400,000	166,600	56%
TOTAL	595,000	472,800	197,000	583,400	190,829	40%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2016 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2017**

	A	B	C	D	E	F	H
	FY 2016	FY 2017	FY 2017	FY 2016	FY 2017	FY 2017	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%
							BDGT
EMPLOYEE EXP.	552,495	423,276	176,365	523,505	217,238	206,038	51%
YAFL	3,500	2,000	833	2,964	600	1,400	30%
YABL	6,630	2,000	833	5,883	0	2,000	0%
OTHER OPERATING EXP.	66,610	77,250	32,188	66,610	24,217	53,033	31%
CAPITAL OUTLAY	4,000	6,600	2,750	3,779	910	5,690	14%
TOTAL	633,235	511,126	212,969	602,741	242,965	268,161	48%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU NOVEMBER 30, 2016 -42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2017**

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	
WASTE WATER (610)	2,826,738	2,859,638	1,191,516	2,783,241	1,252,651	44%
NATURAL GAS (620)	5,673,019	5,237,000	2,182,083	5,211,845	934,368	18%
SOLID WASTE (630)	3,547,294	3,404,700	1,418,625	3,518,794	1,481,276	44%
WATER (640)	4,742,650	4,743,050	1,976,271	4,825,859	2,205,524	47%
Total of Enterprise Funds	16,789,701	16,244,388	6,768,495	16,339,739	5,873,819	36%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU NOVEMBER 30, 2016 -42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2017**

	<u>Budget to</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	
WASTE WATER(610)	2,663,075	2,541,860	1,059,108	2,382,172	911,064	1,630,796	36%
NATURAL GAS (620)	6,178,945	5,938,026	2,474,178	4,974,033	1,193,356	4,744,670	20%
SOLID WASTE (630)	3,330,517	4,088,165	1,703,402	2,791,805	1,434,903	2,653,262	35%
WATER (640)	6,800,813	4,214,893	1,756,205	6,493,367	1,889,027	2,325,866	45%
Total of Enterprise Funds	18,973,350	16,782,944	6,992,893	16,641,377	5,428,350	11,354,594	32%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/2/16

DEPT: Utilities Dept.

MEETING DATE: 12/21/16

ITEM/TOPIC: Award request for bids #2017-11 for Miox Salt (evaporated food grade) for the Water Treatment Plant to low bidder DPC Industries.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for bids #2017-11.

BACKGROUND/RATIONALE: Miox salt (evaporated food grade) is required to ensure proper filtration of the water supply.

Advertised: 11/16/16; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: December 1, 2016
Number of Proposers: 2; DPC Industries, Deco, Inc.
Amount: \$9.00 per 50 pound bag
Budget Line Item: 640-0000-610-7104

STAFF RECOMMENDATION: Approval to award request for bids to DPC Industries.

COMMITTEE RECOMMENDATION: This item was discussed at the Utility Advisory Committee meeting on December 13, 2016. Their recommendation will be provided at the Council Meeting.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

PROPOSAL/BID OPENING

DATE: 1-Dec-2016

OPENING NO.: 2017-11

TIME: 2:00 PM

DEPARTMENT: WATER DEPT

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

ITEM(S): MIOX SALT (EVAPORATED FOOD GRADE)

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1. <u>DPC Industries</u>	<u>9.00</u>	<u>per 50# bag</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. <u>Seco, Inc.</u>	<u>9.30</u>	<u>50# bag</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<u>14.80</u>	<u>80# bag</u>		

COMPANY REPRESENTATIVE

COMPANY NAME

Hunter A. Tilley
Law & Ken.
W. W. Parfume
Donna J.
John J.
Jeane Apodaca

DPC Industries, Inc.
City of Las Vegas.
City of Las Vegas
CLV
CLV Cos Dept.
City of Las Vegas Purchasing
Clark - Inventory/Purchasing

(use other side of form when full)
 ORIGINALS TAKEN BY: [Signature]
 DATE: 12/1/16
Law & Ken. 12/1/2016

OPENED BY: FINANCE DEPARTMENT
[Signature]
 DATE: 12/1/2016

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Dec 1, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MIOX SALT (EVAPORATED FOOD GRADE)

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

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2017-11; 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, the bid 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



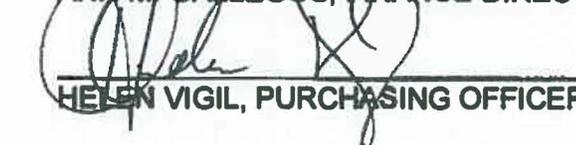
H. CHICO GALLEGOS, CITY ATTORNEY



CASANDRA FRESQUEZ, CITY CLERK



ANN M. GALLEGOS, FINANCE DIRECTOR



HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-11

Date Issued: Nov 2, 2016

Published:

Las Vegas Optic Nov 16, 2016

City Website: www.lasvegasnm.gov

Albuquerque Journal Nov. 16, 2016

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER () _____

FAX NUMBER () _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): MIOX (EVAPORATED FOOD GRADE SALT)

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 }

}

COUNTY OF }

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

Signature

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

(SEAL)

Notary Public Signature

My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Dec 1, 2016 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 2016. 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 destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): MIOX SALT (EVAPORATED FOOD GRADE)
Sodium Chloride

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

NOTE: MUST MEET INCLUDED SPEC'S



Technical Information
CMP® Evaporated Salt

DESCRIPTION:

CMP® Evaporated Salt is a food grade, granular, white crystalline sodium chloride manufactured under stringent process control procedures by vacuum evaporation of chemically purified brine. This salt is obtained from under-ground deposits by deep well solution mining.

ORGANOLEPTIC PROPERTIES:

CMP® Evaporated Salt has a characteristic saline taste, and may exhibit a slight halogen odor upon warming.

COMPLIANCE:

CMP® Evaporated Salt is of food grade quality, complying fully with the standards for Sodium Chloride as set forth in the Food Chemicals Codex. It is approved for direct use in meat and poultry products by the U.S. Department of Agriculture Food Safety and Inspection Service.

ADDITIVES:

CMP® Evaporated Salt contains no anti-caking or free-flowing additives or conditioners.

APPLICATIONS:

CMP® Evaporated Salt is intended for a variety end-uses, particularly those where alkaline earth metals (e.g., calcium and magnesium) and heavy metals (metallic impurities colored by sulfide) must be kept to a minimum. This product contains less than 50 ppm calcium and magnesium. Food uses include the manufacture of mayonnaise, salad dressing, margarine, conventional chum butter, canning delicate vegetables such as peas, lima beans and tomatoes, and canning high acid and pickled vegetables.

PACKAGING AND STORAGE:

CMP® Evaporated Salt is available in 50lb. and 80lb. multiwall kraft containers which incorporate polyethylene film liners for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, Cargill and the Food Chemicals Codex 5th Edition.

OTHER PROPERTIES:

CMP® Evaporated Salt contains no known allergens, and exhibits virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) ¹	%	99.97	99.95 min.
Calcium & Magnesium (as Ca)	%	0.002	-
Sulfate (as SO ₄)	%	0.01	-
Surface Moisture ²	%	0.03	0.1 max.
Copper (as Cu)	ppm	0.1	0.5 max.
Iron (as free Fe)	ppm	0.5	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	25	100 max.

¹By difference of impurities.

²110°C for 2 hours.

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
30	0.0232	590	10	25 max.
40	0.0165	420	35	-
50	0.0117	300	33	-
70	0.0083	210	16	-
Pan	-	-	5	10 max.

Note: Sieve analysis is reported as percent retained.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	80	76 - 84
Grams per Liter	1280	1170 - 1265

Note: Bulk Density is reported as loose (uncompacted).

PRODUCING LOCATION: BREAUX BRIDGE, LA

No. 2012 Revised May 2011

CARGILL SALT
P.O. Box 5621
Minneapolis, MN
55440
1-888 385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.



UNITED SALT CORP.

Blue Ridge Producing Plant
 5035 McHard Road • Houston, Texas 77053
 Phone: (800) 815-7822
 (713) 877-2688
 Fax: (281) 437-7934

Product Data Sheet

TRU-FLO™ EVAPORATED FOOD GRADE SALT

Typical Chemical Analysis

Constituent	Weight Percent
Sodium Chloride	99.85
Calcium Sulfate	0.15
Insolubles	0.00
Moisture	0.08

Typical Screen Analysis

U.S. Sieve	Opening, Inches	Weight % Retained On
20	0.0331	0.0
30	0.0234	2.3
40	0.0165	45.3
45	0.0139	33.3
50	0.0117	11.4
70	0.0083	6.3
100	0.0059	0.8
-100	<0.0059	0.6

Product

Tru-Flo™ USC Evaporated Food Grade Salt is our high purity salt used in food processing and for human consumption. It is a minimum 99.8% NaCl and contains virtually no insolubles. Our USC food grade products are uniform in crystal size, are fast dissolving, and produce a clear brine. The product meets or exceeds FDA and Food Chemical Codex standards for food grade salt and is annually certified kosher.

Process

The product is made in the vacuum pan evaporating system from saturated brine. The salt is dried and screened for even distribution and fine blending.

Additives

Yellow Prussiate of Soda (YPS): Up to 13 ppm

Trace Elements

Iron (From Yellow Prussiate of Soda): 1.5 ppm

Typical Bulk Density

80 lbs. per cubic foot

Package

The product is packaged in multiwall, polyethylene-lined, moisture-proof, kraft paper bags which are skid resistant.

Packaging				Palletization			
Bag Size (Lbs.)	UPC Code	Dimensions WxLxH	Cube (Ft ³)	Bags/Pallet	Dimensions WxLxH	Gross Wt. (Lbs.)*	Pallet Pattern (Tiers)
25	0-41430-00399-5	10"x23"x2.5"	.3	100	40"x48"x35"	2604	10 tiers of 10
50	0-41430-00397-1	12"x28"x3"	.6	49	40"x48"x32"	2548	7 tiers of 7
80	0-41430-00398-1	16"x28"x4"	1.0	30	40"x48"x32"	2495	6 tiers of 5

*Gross Weight Includes 80# Wood Pallet

BR0498-399

This information is accurate to the best of our knowledge but is not intended as a specification, and no warranty, expressed or implied, is given.





Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identifier: **SODIUM CHLORIDE**
 Synonyms: Salt, Flour Salt, Sea Salt, Table Salt
 Intended use: Water conditioning, Deicing, Food or Animal feed
 Uses Advised Against: None known.
 Company Identification

DPC Industries, Inc.
 DPC Enterprises, LP
 DXI Industries, Inc.
 DX Terminals
 PO Box 24600
 Houston, TX 77229-4600

Emergency
 CHEMTREC (USA)
 24 hour Emergency Telephone No.

(800) 424-9300
 (281) 457-4888
 www.dxgroup.com

2. Hazard Identification of the product

Physical hazards	Not classified.	
Health hazards	Causes serious eye irritation.	Category 5
	May be harmful if swallowed.	Category 4
Label elements		
Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.		
No applicable GHS categories		
Signal Word	Warning	
Hazard Statements	No applicable GHS categories	
Precautionary Statements		
Prevention	Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Contact medical personnel if you feel unwell. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/water. Wash contaminated clothing before reuse. If skin irritation or rash, get medical attention. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If irritation persists, get immediate medical attention.	
Storage	Keep container tightly closed when not in use. Store away from incompatible materials.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/Information on ingredients

Synonyms: Salt, Flour Salt, Sea Salt, Table Salt

Ingredient	CAS Number	Weight %
Sodium Chloride	7647-14-5	99 - 100

Safety Data Sheet

4. First aid measures	
Description of first aid measures	
General	Never give anything by mouth to an unconscious person. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Remove to fresh air, keep patient warm and at rest. Call a physician if symptoms develop or persist. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention.
Eyes	Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If eye irritation persists, get medical attention.
Skin	Wash skin thoroughly with soap and water or use a recognized skin cleanser. Remove contaminated clothing and wash before re-use. Get medical attention if irritation develops or persists.
Ingestion	Rinse mouth. If the person is conscious, have them drink water. Get medical attention if symptoms occur.
Most important symptoms and effects, both acute and delayed	
Overview	Direct contact with eyes may cause irritation.
Indication of immediate medical attention and special treatment needed	<p>Eye contact: Contact may cause burning or tearing.</p> <p>Skin contact: Frequent or prolonged contact may irritate the skin and cause a skin rash (dermatitis).</p> <p>Ingestion: May cause digestive tract irritation with symptoms including nausea, diarrhea, vomiting, and abdominal pain.</p> <p>Inhalation: Moderately irritating to respiratory tract.</p>
5. Fire-fighting measures	
Extinguishing media	Use extinguishing agent suitable for type of surrounding fire.
Unsuitable extinguishing media	Do not use water jet.
Special hazards arising from the substance or mixture	When heated to decomposition, may emit toxic fumes.
Advice for fire-fighters	Wear positive pressure, self-contained breathing apparatus, (SCBA) with a full facepiece and protective clothing. Non-combustible, substance itself does not burn but may decompose upon heating to produce toxic fumes. Move container from fire area if it can be done without risk.
6. Accidental release measures	
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use NIOSH/MSHA approved respirator if there is risk of exposure to dust/fumes at levels exceeding exposure limits. Do not handle damaged containers or material unless wearing appropriate protective clothing.
Environmental precautions	Do not allow spills to enter drains or watercourses.
Methods and material for containment and cleaning up	Sweep up or vacuum and place in container for disposal. Flush area with water. Prevent from entering waterways.
7. Handling and storage	
Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. Avoid humid or wet conditions as product will cake and become hard. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Handle containers carefully to prevent damage and spillage. Store in a cool, dry, well ventilated place. Store away from incompatible materials described in Section 10. Keep containers closed when not in use.

Safety Data Sheet

8. Exposure controls and personal protection

Occupational exposure limits

CAS No.	Material	Source	Value
7647-14-6	Sodium Chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear safety glasses with side shields or safety goggles to protect the eyes. An eye wash station is suggested as a good workplace practice.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical impervious gloves. Emergency eyewash station should be in close proximity.
Engineering Controls	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable, respiratory protection must be worn.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

9. Physical and chemical properties

Appearance	White to Opaque Solid
Odor	None
Odor threshold	Not Measured
pH	7 - 8
Melting point / freezing point (°C)	801 C
Initial boiling point and boiling range (°C)	1465 C
Flash Point	Not Flammable
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Applicable Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg)	2.4 (@ 747 C)
Vapor Density	Not Measured
Specific Gravity	2.17
Solubility in Water	Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

10. Stability and reactivity

Reactivity	Hazardous polymerization will not occur.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	None expected under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible materials	Strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

Safety Data Sheet

11. Toxicological Information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LC50, mg/kg/1hr
Sodium chloride (7647-14-5)	3,000 Rat	10,000 Rabbit	42 Rabbit

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Item	Hazard
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	Not Applicable
Acute Toxicity (Inhalation)	Not Applicable
Skin corrosion/irritation	Prolonged skin contact may cause irritation and rash.
Eye damage/irritation	Dust may cause eye irritation.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	Not Applicable
Carcinogenicity	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity	Not Applicable
Specific target organ systemic toxicity (single exposure)	Not Applicable
Specific target organ systemic Toxicity (repeated exposure)	Not Applicable
Aspiration hazard	Not Applicable

12. Ecological Information

Aquatic Ecotoxicity

Ingredient	LC50/96 hr fish, mg/l	EC50/48hr crustacea, mg/l	EC50/72hr algae, mg/l
Sodium chloride (7647-14-5)	Not Available	Not Available	Not Available

Persistence and degradability	There is no data available on the preparation itself.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Results of PBT and vPVB assessment	This product contains no PBT/vPVB chemicals.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Do not allow this material to drain into sewers/water supplies. Dispose of contents/container in accordance with local/regional/national/international regulations. Using information provided in this data sheet advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material	Sweep or vacuum up spilled material and place in container for disposal. The waste determination should be made in discussion between the user and the waste disposal company.
Container Management	Empty containers or liners may retain some product residues. Dispose of contents/container in accordance with local / national regulations

Safety Data Sheet

14. Transport Information		
Transport hazard class(es)		
DOT (Domestic Surface Transportation)		
DOT Proper Shipping Name:	Not Regulated	
DOT Hazard Class	Not Applicable	
DOT Label:	None	
UN / NA Number:	Not Applicable	
DOT Packing Group:	Not Applicable	
CERCLA/DOT RQ:	Not Applicable	
Environmental hazards:	IMDG: Marine Pollutant: No	
Special precautions for user:	Not Applicable	
15. Regulatory information		
Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) inventory.	
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	No
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:		No
SARA 311/312 Chemicals :		No
SARA 313 (TRI)		No
CAA Section 112 Hazardous Air Pollutant		No
CAA Section 112R Risk Management Plan		No
State Regulations:	N.J. RTK Substances (>1%)	Not listed
	Penn RTK Substances (>1%)	Not listed
	California Prop 65	Not listed
16. Other information		
<p>Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.</p> <p>The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.</p> <p style="text-align: center;">THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.</p>		

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Dec 1 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MIOX SALT (EVAPORATED FOOD GRADE)

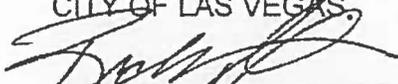
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 N. Grand Ave., Las Vegas, NM 87701

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

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2017-11; 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, the bid will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

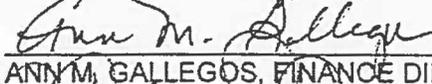
The City of Las Vegas reserves the right to reject any/or all bids submitted.

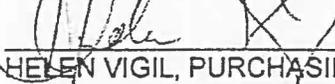
CITY OF LAS VEGAS


RICHARD TRUJILLO, CITY MANAGER


H. CHICO GALLEGOS, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017- 11

Date Issued: Nov 2 2016

Published: Las Vegas Optic Nov 16 2016
City Website: www.lasvegasnm.gov

DEC 01 2016
CITY OF LAS VEGAS
PURCHASING DEPT.
2016

BIDDER INFORMATION

BIDDER: DPC INDUSTRIES, INC.

AUTHORIZED AGENT: ALAN MOSS

ADDRESS: P.O. BOX 9155 AMF, Albuquerque, NM 87119 (3501 2nd Street SW, 87105)

TELEPHONE NUMBER () (505) 877-3883, Toll Free 800-445-0533

FAX NUMBER () (505) 877-1433

DELIVERY: AS REQUIRED/REQUESTED

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1022070736

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): MIOX (EVAPORATED FOOD GRADE SALT)

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF } NEW MEXICO

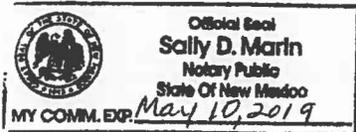
COUNTY OF } BERNALILLO

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

Alan Moss
Signature

Subscribed and sworn to before me, this 30 day of November, 2016.

(SEAL)



Sally D. Marin
Notary Public Signature
My Commission Expires: May 10, 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.

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Dec 1, 2016 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 2016. 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 destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 735-1481408

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): 02-131741-00-0

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM(S): MIOX SALT (EVAPORATED FOOD GRADE)
Sodium Chloride

- A. SODIUM CHLORIDE (MIOX SALT) 50lb.Bag \$ 9.00 Per Bag
(\$0.50lb.)
- B. Product meets specification and is \$ _____
- C. NSF Certified. \$ _____
- D. Price quoted is FOB City of Las Vegas, \$ _____
- E. Water Filter Plant, Montzuma, NM \$ _____
- F. A 4% Delivery Fee (Fuel Surcharge) \$ _____
- G. is added to the total dollar amount of \$ _____
- F. the materiel delivered. \$ _____
- G. _____ \$ _____
- H. _____ \$ _____
- I. _____ \$ _____
- J. _____ \$ _____
- K. _____ \$ _____
- L. _____ \$ _____

NOTE: MUST MEET INCLUDED SPEC'S

Product to be furnished is CARGILL CMF EVAPORATED SALT. Food Grade.



Technical Information

CMF® Evaporated Salt

DESCRIPTION:

CMF® Evaporated Salt is a food grade, granular, white crystalline sodium chloride manufactured under stringent process control procedures by vacuum evaporation of chemically purified brine. This salt is obtained from under-ground deposits by deep well solution mining.

ORGANOLEPTIC PROPERTIES:

CMF® Evaporated Salt has a characteristic saline taste, and may exhibit a slight halogen odor upon warming.

COMPLIANCE:

CMF® Evaporated Salt is of food grade quality, complying fully with the standards for Sodium Chloride as set forth in the Food Chemicals Codex. It is approved for direct use in meat and poultry products by the U.S. Department of Agriculture Food Safety and Inspection Service.

ADDITIVES:

CMF® Evaporated Salt contains no anti-caking or free-flowing additives or conditioners.

APPLICATIONS:

CMF® Evaporated Salt is intended for a variety end-uses, particularly those where alkaline earth metals (e.g., calcium and magnesium) and heavy metals (metallic impurities colored by sulfide) must be kept to a minimum. This product contains less than 50 ppm calcium and magnesium. Food uses include the manufacture of mayonnaise, salad dressing, margarine, conventional churn butter, canning delicate vegetables such as peas, lima beans and tomatoes, and canning high acid and pickled vegetables.

PACKAGING AND STORAGE:

CMF® Evaporated Salt is available in 50lb. and 80lb. multiwall kraft containers which incorporate polyethylene film liners for added moisture protection. To improve caking resistance, the product should be stored in a dry, covered area at humidity below 75%.

METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, Cargill and the Food Chemicals Codex 5th Edition.

OTHER PROPERTIES:

CMF® Evaporated Salt contains no known allergens, and exhibits virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) ¹	%	99.97	99.95 min.
Calcium & Magnesium (as Ca)	%	0.002	-
Sulfate (as SO ₄)	%	0.01	-
Surface Moisture ²	%	0.03	0.1 max.
Copper (as Cu)	ppm	0.1	0.5 max.
Iron (as free Fe)	ppm	0.5	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	25	100 max.

¹By difference of impurities.

²110°C for 2 hours.

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
30	0.0232	590	10	25 max.
40	0.0165	420	35	-
50	0.0117	300	33	-
70	0.0083	210	16	-
Pan	-	-	5	10 max.

Note: Sieve analysis is reported as percent retained.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	80	76 - 84
Grams per Liter	1260	1170 - 1265

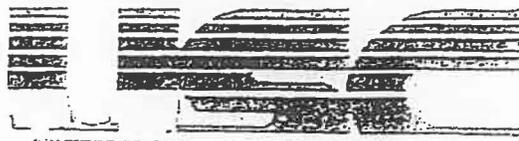
Note: Bulk Density is reported as loose (uncompacted).

PRODUCING LOCATION: BREAUX BRIDGE, LA

No. 2012 Revised May 2011

CARGILL SALT
 P.O. Box 5621
 Minneapolis, MN
 55440
 1-888 385-7253

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.



UNITED SALT CORP.

Blue Ridge Producing Plant
 5035 McHard Road • Houston, Texas 77053
 Phone: (800) 815-7822
 (713) 877-2383
 Fax: (281) 437-7934

Product Data Sheet

TRU-FLO™ EVAPORATED FOOD GRADE SALT

Typical Chemical Analysis

Constituent	Weight Percent
Sodium Chloride	99.85
Calcium Sulfate	0.15
Insolubles	0.00
Moisture	0.08

Product

Tru-Flo™ USC Evaporated Food Grade Salt is our high purity salt used in food processing and for human consumption. It is a minimum 99.8% NaCl and contains virtually no insolubles. Our USC food grade products are uniform in crystal size, are fast dissolving, and produce a clear brine. The product meets or exceeds FDA and Food Chemical Codex standards for food grade salt and is annually certified kosher.

Process

The product is made in the vacuum pan evaporating system from saturated brine. The salt is dried and screened for even distribution and fine blending.

Additives

Yellow Prussiate of Soda (YPS): Up to 13 ppm

Trace Elements

Iron (From Yellow Prussiate of Soda): 1.5 ppm

Typical Bulk Density

80 lbs. per cubic foot

Package

The product is packaged in multiwall, polyethylene-lined, moisture-proof, kraft paper bags which are skid resistant.

Typical Screen Analysis

U.S. Sieve	Opening, Inches	Weight % Retained On
20	0.0331	0.0
30	0.0234	2.3
40	0.0165	45.3
45	0.0139	33.3
50	0.0117	11.4
70	0.0083	6.3
100	0.0059	0.8
-100	<0.0059	0.6

Packaging				Palletization			
Bag Size (Lbs.)	UPC Code	Dimensions WxLxH	Cube (CB)	Bags/Pallet	Dimensions WxLxH	Gross Wt. (Lbs.)*	Pallet Pattern (Tiers)
25	0-41430-00395-5	10"x23"x2.5"	.3	100	45"x48"x35"	2654	10 tiers of 10
50	0-41430-00397-1	12"x25"x3"	.5	45	45"x48"x32"	2548	7 tiers of 7
80	0-41430-00395-1	16"x25"x4"	1.0	30	45"x45"x22"	2495	6 tiers of 5

*Gross Weight Includes 80# Wood Pallet

SP-498-395

This information is accurate to the best of our knowledge but is not intended as a specification and no warranty, expressed or implied, is given.



Safety Data Sheet

4. First aid measures	
Description of first aid measures	
General	Never give anything by mouth to an unconscious person. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Remove to fresh air, keep patient warm and at rest. Call a physician if symptoms develop or persist. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention.
Eyes	Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If eye irritation persists, get medical attention.
Skin	Wash skin thoroughly with soap and water or use a recognized skin cleanser. Remove contaminated clothing and wash before re-use. Get medical attention if irritation develops or persists.
Ingestion	Rinse mouth. If the person is conscious, have them drink water. Get medical attention if symptoms occur.
Most important symptoms and effects, both acute and delayed	
Overview	Direct contact with eyes may cause irritation.
Indication of immediate medical attention and special treatment needed	<p>Eye contact: Contact may cause burning or tearing.</p> <p>Skin contact: Frequent or prolonged contact may irritate the skin and cause a skin rash (dermatitis).</p> <p>Ingestion: May cause digestive tract irritation with symptoms including nausea, diarrhea, vomiting, and abdominal pain.</p> <p>Inhalation: Moderately irritating to respiratory tract.</p>
5. Fire-fighting measures	
Extinguishing media	Use extinguishing agent suitable for type of surrounding fire.
Unsuitable extinguishing media	Do not use water jet.
Special hazards arising from the substance or mixture	When heated to decomposition, may emit toxic fumes.
Advice for fire-fighters	Wear positive pressure, self-contained breathing apparatus (SCBA) with a full facepiece and protective clothing. Non-combustible, substance itself does not burn but may decompose upon heating to produce toxic fumes. Move container from fire area if it can be done without risk.
6. Accidental release measures	
Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use NIOSH/MSHA approved respirator if there is risk of exposure to dust/fumes at levels exceeding exposure limits. Do not handle damaged containers or material unless wearing appropriate protective clothing.
Environmental precautions	Do not allow soils to enter drains or watercourses.
Methods and material for containment and cleaning up	Sweep up or vacuum and place in container for disposal. Flush area with water. Prevent from entering waterways.
7. Handling and storage	
Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. Avoid humid or wet conditions as product will cake and become hard. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Handle containers carefully to prevent damage and spillage. Store in a cool, dry, well ventilated place. Store away from incompatible materials described in Section 10. Keep containers closed when not in use.

Safety Data Sheet

8. Exposure controls and personal protection Occupational exposure limits

CAS No.	Material	Source	Value
7647-14-5	Sodium Chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear safety glasses with side shields or safety goggles to protect the eyes. An eye wash station is suggested as a good workplace practice.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical impervious gloves. Emergency eyewash station should be in close proximity.
Engineering Controls	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable, respiratory protection must be worn.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

9. Physical and chemical properties

Appearance	White to Opaque Solid
Odor	None
Odor threshold	Not Measured
pH	7 - 8
Melting point / freezing point (°C)	801 C
Initial boiling point and boiling range (°C)	1465 C
Flash Point	Not Flammable
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Applicable
	Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg)	2.4 (@ 747 C)
Vapor Density	Not Measured
Specific Gravity	2.17
Solubility in Water	Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

10. Stability and reactivity

Reactivity	Hazardous polymerization will not occur.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	None expected under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible materials	Strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

Safety Data Sheet

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LC50, mg/kg/1hr
Sodium chloride (7647-14-5)	3.000 Rat	10.000 Rabbit	42 Rabbit

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Item	Hazard
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	Not Applicable
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Prolonged skin contact may cause irritation and rash.
Eye damage/irritation	Dust may cause eye irritation.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	Not Applicable
Carcinogenicity	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity	Not Applicable
Specific target organ systemic toxicity (single exposure)	Not Applicable
Specific target organ systemic Toxicity (repeated exposure)	Not Applicable
Aspiration hazard	Not Applicable

12. Ecological information

Aquatic Ecotoxicity

Ingredient	LC50/96 hr fish, mg/l	EC50/48hr crustacea, mg/l	EC50/72hr algae, mg/l
Sodium chloride (7647-14-5)	Not Available	Not Available	Not Available

Persistence and degradability	There is no data available on the preparation itself.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Results of PBT and vPvB assessment	This product contains no PBT/vPvB chemicals.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Do not allow this material to drain into sewers/water supplies. Dispose of contents/container in accordance with local/regional/national/international regulations. Using information provided in this data sheet advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material	Sweep or vacuum up spilled material and place in container for disposal. The waste determination should be made in discussion between the user and the waste disposal company.
Container Management	Empty containers or liners may retain some product residues. Dispose of contents/container in accordance with local / national regulations

Safety Data Sheet

14. Transport Information

Transport hazard class(es)	
DOT (Domestic Surface Transportation)	
DOT Proper Shipping Name:	Not Regulated
DOT Hazard Class	Not Applicable
DOT Label:	None
UN / NA Number:	Not Applicable
DOT Packing Group:	Not Applicable
CERCLA/DOT RQ:	Not Applicable
Environmental hazards:	IMDG: Marine Pollutant: No
Special precautions for user:	Not Applicable

15. Regulatory information

Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	No
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:		No
SARA 311/312 Chemicals :		No
SARA 313 (TRI)		No
CAA Section 112 Hazardous Air Pollutant		No
CAA Section 112R Risk Management Plan		No
State Regulations:	N.J. RTK Substances (>1%)	Not listed
	Penn RTK Substances (>1%)	Not listed
	California Prop 65	Not listed

16. Other information

Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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



Signature

11/30/2016

Date

Sales Manager

Title (Position)

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

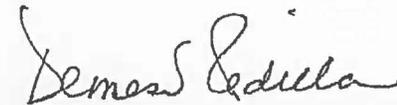
RESIDENT BUSINESS CERTIFICATE

Issued to: **DPC INDUSTRIES INC**
DBA: **DPC INDUSTRIES INC**
PO BOX 130410
HOUSTON, TX 77219-0410

Expires: **26-Feb-2018**

Certificate Number:

L1022070736



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Technical Information

CMF[®] Evaporated Salt

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ADDITIVES:

CMF[®] Evaporated Salt contains no anti-caking or free-flowing additives or conditioners.

APPLICATIONS:

CMF[®] Evaporated Salt is intended for a variety end-uses, particularly those where alkaline earth metals (e.g., calcium and magnesium) and heavy metals (metallic impurities colored by sulfide) must be kept to a minimum. This product contains less than 50 ppm calcium and magnesium. Food uses include the manufacture of mayonnaise, salad dressing, margarine, conventional churn butter, canning delicate vegetables such as peas, lima beans and tomatoes, and canning high acid and pickled vegetables.

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METHODS OF ANALYSIS:

Methods of analysis are taken from ASTM E 534-98, Cargill and the Food Chemicals Codex 5th Edition.

CARGILL SALT

P.O. Box 5621
Minneapolis, MN
55440
1-888 385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.

OTHER PROPERTIES:

CMF[®] Evaporated Salt contains no known allergens, and exhibits virtually no microbiological activity.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry) ¹	%	99.97	99.95 min.
Calcium & Magnesium (as Ca)	%	0.002	-
Sulfate (as SO ₄)	%	0.01	-
Surface Moisture ²	%	0.03	0.1 max.
Copper (as Cu)	ppm	0.1	0.5 max.
Iron (as free Fe)	ppm	0.5	2.0 max.
Heavy Metals (as Pb)	ppm	<1.0	2.0 max.
Water Insolubles	ppm	25	100 max.

¹By difference of impurities.

²110°C for 2 hours.

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
30	0.0232	590	10	25 max.
40	0.0165	420	35	-
50	0.0117	300	33	-
70	0.0083	210	16	-
Pan	-	-	5	10 max.

Note: Sieve analysis is reported as percent retained.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	80	76 - 84
Grams per Liter	1280	1170 - 1265

Note: Bulk Density is reported as loose (uncompacted).

PRODUCING LOCATION: BREAUX BRIDGE, LA

No. 2012 Revised May 2011



Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product identifier: **SODIUM CHLORIDE**
 Synonyms: Salt, Flour Salt, Sea Salt, Table Salt
 Intended use: Water conditioning, Deicing, Food or Animal feed
 Uses Advised Against: None known.
 Company Identification: DPC Industries, Inc.
 DPC Enterprises, LP
 DXI Industries, Inc.
 DX Terminals
 PO Box 24600
 Houston, TX 77229-4600

Emergency
 CHEMTREC (USA) (800) 424-9300
 24 hour Emergency Telephone No. (281) 457-4888
 www.dxgroup.com

2. Hazard identification of the product

Physical hazards	Not classified.	
Health hazards	Causes serious eye irritation.	Category 5
	May be harmful if swallowed.	Category 4
Label elements		
Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.		
No applicable GHS categories		
Signal Word	Warning	
Hazard Statements	No applicable GHS categories	
Precautionary Statements		
Prevention	Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Avoid release to the environment.	
Response	IF SWALLOWED: Rinse mouth. Contact medical personnel if you feel unwell. IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with shower/water. Wash contaminated clothing before reuse. If skin irritation or rash, get medical attention. IF INHALED: Remove to fresh air and keep at rest in a position comfortable for breathing. IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If irritation persists, get immediate medical attention.	
Storage	Keep container tightly closed when not in use. Store away from incompatible materials.	
Disposal	Dispose of contents / container in accordance with local / national regulations.	

3. Composition/information on ingredients

Synonyms: Salt, Flour Salt, Sea Salt, Table Salt

Ingredient	CAS Number	Weight %
Sodium Chloride	7647-14-5	99 - 100

Safety Data Sheet

4. First aid measures

Description of first aid measures

General	Never give anything by mouth to an unconscious person. Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.
Inhalation	Remove to fresh air, keep patient warm and at rest. Call a physician if symptoms develop or persist. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention.
Eyes	Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do - Continue rinsing. If eye irritation persists, get medical attention.
Skin	Wash skin thoroughly with soap and water or use a recognized skin cleanser. Remove contaminated clothing and wash before re-use. Get medical attention if irritation develops or persists.
Ingestion	Rinse mouth. If the person is conscious, have them drink water. Get medical attention if symptoms occur.

Most important symptoms and effects, both acute and delayed

Overview	Direct contact with eyes may cause irritation.
Indication of immediate medical attention and special treatment needed	<p>Eye contact: Contact may cause burning or tearing.</p> <p>Skin contact: Frequent or prolonged contact may irritate the skin and cause a skin rash (dermatitis).</p> <p>Ingestion: May cause digestive tract irritation with symptoms including nausea, diarrhea, vomiting, and abdominal pain.</p> <p>Inhalation: Moderately irritating to respiratory tract.</p>

5. Fire-fighting measures

Extinguishing media	Use extinguishing agent suitable for type of surrounding fire.
Unsuitable extinguishing media	Do not use water jet.
Special hazards arising from the substance or mixture	When heated to decomposition, may emit toxic fumes.
Advice for fire-fighters	Wear positive pressure, self-contained breathing apparatus, (SCBA) with a full facepiece and protective clothing. Non-combustible, substance itself does not burn but may decompose upon heating to produce toxic fumes. Move container from fire area if it can be done without risk.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use NIOSH/MSHA approved respirator if there is risk of exposure to dust/fumes at levels exceeding exposure limits. Do not handle damaged containers or material unless wearing appropriate protective clothing.
Environmental precautions	Do not allow spills to enter drains or watercourses.
Methods and material for containment and cleaning up	Sweep up or vacuum and place in container for disposal. Flush area with water. Prevent from entering waterways.

7. Handling and storage

Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. Avoid humid or wet conditions as product will cake and become hard. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Handle containers carefully to prevent damage and spillage. Store in a cool, dry, well ventilated place. Store away from incompatible materials described in Section 10. Keep containers closed when not in use.

Safety Data Sheet

8. Exposure controls and personal protection

Occupational exposure limits

CAS No.	Material	Source	Value
7647-14-5	Sodium Chloride	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit

Individual protection measures, such as personal protective equipment

Respiratory	Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.
Eyes	Wear safety glasses with side shields or safety goggles to protect the eyes. An eye wash station is suggested as a good workplace practice.
Skin	Chemical resistant clothing such as coveralls/apron boots should be worn. Chemical impervious gloves. Emergency eyewash station should be in close proximity.
Engineering Controls	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable, respiratory protection must be worn.
Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

9. Physical and chemical properties

Appearance	White to Opaque Solid
Odor	None
Odor threshold	Not Measured
pH	7 - 8
Melting point / freezing point (°C)	801 C
Initial boiling point and boiling range (°C)	1465 C
Flash Point	Not Flammable
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Applicable
	Upper Explosive Limit: Not Applicable
Vapor pressure (mmHg)	2.4 (@ 747 C)
Vapor Density	Not Measured
Specific Gravity	2.17
Solubility in Water	Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature (°C)	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	Not Measured
VOC %	Not Measured

10. Stability and reactivity

Reactivity	Hazardous polymerization will not occur.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	None expected under normal processing.
Conditions to avoid	Exposure to air or moisture over prolonged periods.
Incompatible materials	Strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

Safety Data Sheet

11. Toxicological information

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LC50, mg/kg/1hr
Sodium chloride (7647-14-5)	3,000 Rat	10,000 Rabbit	42 Rabbit

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Item	Hazard
Acute Toxicity (mouth)	Not Applicable
Acute Toxicity (skin)	Not Applicable
Acute Toxicity (inhalation)	Not Applicable
Skin corrosion/irritation	Prolonged skin contact may cause irritation and rash.
Eye damage/irritation	Dust may cause eye irritation.
Sensitization (respiratory)	Not Applicable
Sensitization (skin)	Not Applicable
Germ toxicity	Not Applicable
Carcinogenicity	Not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.
Reproductive Toxicity	Not Applicable
Specific target organ systemic toxicity (single exposure)	Not Applicable
Specific target organ systemic Toxicity (repeated exposure)	Not Applicable
Aspiration hazard	Not Applicable

12. Ecological information

Aquatic Ecotoxicity

Ingredient	LC50/96 hr fish, mg/l	EC50/48hr crustacea, mg/l	EC50/72hr algae, mg/l
Sodium chloride (7647-14-5)	Not Available	Not Available	Not Available

Persistence and degradability	There is no data available on the preparation itself.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Results of PBT and vPVB assessment	This product contains no PBT/vPvB chemicals.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Do not allow this material to drain into sewers/water supplies. Dispose of contents/container in accordance with local/regional/national/international regulations. Using information provided in this data sheet advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.
Waste from material	Sweep or vacuum up spilled material and place in container for disposal. The waste determination should be made in discussion between the user and the waste disposal company.
Container Management	Empty containers or liners may retain some product residues. Dispose of contents/container in accordance with local / national regulations

Safety Data Sheet

14. Transport information		
Transport hazard class(es)		
DOT (Domestic Surface Transportation)		
DOT Proper Shipping Name:	Not Regulated	
DOT Hazard Class	Not Applicable	
DOT Label:	None	
UN / NA Number:	Not Applicable	
DOT Packing Group:	Not Applicable	
CERCLA/DOT RQ:	Not Applicable	
Environmental hazards:	IMDG: Marine Pollutant: No	
Special precautions for user:	Not Applicable	
15. Regulatory information		
Regulatory Overview:	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory.	
OSHA REGULATORY STATUS:	This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200)	
US EPA Tier II Hazards:	Fire:	No
	Sudden Release of Pressure:	No
	Reactive:	No
	Immediate (Acute):	Yes
	Delayed (Chronic):	No
SARA 302 Extremely Hazardous Substance:	No	
SARA 311/312 Chemicals :	No	
SARA 313 (TRI)	No	
CAA Section 112 Hazardous Air Pollutant	No	
CAA Section 112R Risk Management Plan	No	
State Regulations:	N.J. RTK Substances (>1%)	Not listed
	Penn RTK Substances (>1%)	Not listed
	California Prop 65	Not listed
16. Other information		
<p>Revision Information: This is the first revision of this SDS format, changes from previous revision not applicable.</p> <p>The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.</p> <p style="text-align: center;">THE USER IS CAUTIONED TO PERFORM HIS OWN HAZARD EVALUATION AND TO RELY ON HIS OWN DETERMINATIONS.</p>		

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Dec 1, 2016 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

MIOX SALT (EVAPORATED FOOD GRADE)

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

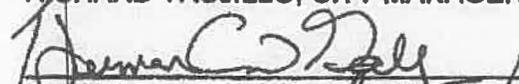
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 N. Grand Ave., Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: MIOX SALT, Opening No. 2017-11; 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, the bid will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

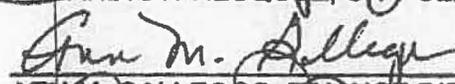
The City of Las Vegas reserves the right to reject any/or all bids submitted.

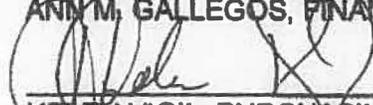
CITY OF LAS VEGAS


RICHARD TRUJILLO, CITY MANAGER


H. CHICO GALLEGOS, CITY ATTORNEY


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-11

Date Issued: Nov 2, 2016

Published: Las Vegas Optic Nov 16, 2016
City Website: www.lasvegasnm.gov

RECEIVED
DEC 01 2016

CITY OF LAS VEGAS
PURCHASING DEPT.

2:15 pm
[Signature]

BIDDER INFORMATION

BIDDER: DeCO INC
AUTHORIZED AGENT: Kolter DeFoor
ADDRESS: PO Box 5711 Clovis NM 88102
TELEPHONE NUMBER (): 575 763 9197
FAX NUMBER (): 575 763- 9530
DELIVERY: _____
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: _____
BID ITEM (S): MIOX (EVAPORATED FOOD GRADE SALT)

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 } Curry }

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

Subscribed and sworn to before me, this 22 day of November, 2016.

(SEAL)

Signature _____
Sarah Kinkard
Notary Public Signature
My Commission Expires: 08-06-2017

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.

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Dec 1, 2016 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 2016. 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 or 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 destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS):

03-364223-00-0

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): MIOX SALT (EVAPORATED FOOD GRADE)
Sodium Chloride

- A. TRU-FLO Evaporated Food Grade Salt 50 Lbs \$ 9.³⁰ per 50lb Bag
- B. TRU-FLO Evaporated Food Grade Salt 80 Lbs \$ 14.⁸⁰ per 80LB Bag
- C. _____ \$ _____
- D. _____ \$ _____
- E. _____ \$ _____
- F. _____ \$ _____
- G. _____ \$ _____
- F. _____ \$ _____
- G. _____ \$ _____
- H. _____ \$ _____
- I. _____ \$ _____
- J. _____ \$ _____
- K. _____ \$ _____
- L. _____ \$ _____

NOTE: MUST MEET INCLUDED SPEC'S F.O.B. Las Vegas NM
Waste Water Treatment Plant, Gross Receipt Tax is Included

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)

Manager

11-22-2016

DATASHEET: TRU-FLO UNTREATED EVAPORATED FOOD GRADE SALT

Product Description

USC Tru-Flo Untreated Evaporated Food Grade Salt is our high purity salt used in food processing and for human consumption. It is a minimum 99.9% NaCl and contains virtually no insolubles. Our USC food grade products are uniform in crystal size, are fast dissolving, and produce a clear brine. The product meets or exceeds FDA and Food Chemical Codex standards for food grade salt and is annually certified kosher.

Process

The product is made in the mechanical vapor recompression evaporating system from saturated brine. The salt is dried and screened for even distribution and fine blending.

Additives

None

Trace Elements

Heavy Metals as Lead Less than 2 ppm

Typical Bulk Density

76-78 lbs. per cubic foot

Package

The product is packaged in multiwall, polyethylene lined, moisture-proof, kraft paper bags which are skid resistant.

Typical Chemical Analysis

Constituent	Weight Percent
Sodium Chloride	99.95
Calcium & Magnesium Sulphate as SO4	.0005 (5ppm)
Moisture	0.05
	0.10

Typical Screen Analysis

** Gross Weight Includes 80# Wood Pallet

Screen Analysis

U. S. Sieve	Typical % Retained	Weight % Ranges
20	0.1	0.0-0.8
30	13.1	0.6-31.1
40	44.9	29.2-57.8
45	20.8	12.7-39.9
50	10.1	4.9-23.9
70	8.3	3.4-16.4
100	2.0	0.2-6.1
-100	0.7	0.1-3.8

Packaging

Bag Size (Lbs)	UPC Code	Dimensions WxLxH	Cube (Ft ³)
50	0-41430-00335-3	12"x28"x3"	.6
80	0-41430-00334-6	16"x28"x4"	1.0

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DeCO INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) PO Box 5711	Requester's name and address (optional)
6 City, state, and ZIP code Clouis NM 88102	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
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or										
Employer identification number										
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8	1	-	3	6	3	9	7	0	1	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 10-4-2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/2/16

DEPT: Utilities Dept.

MEETING DATE: 12/21/16

ITEM/TOPIC: Enter into agreement with Estancia Valley Solid Waste Authority for solid waste disposal services.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to enter into agreement with Estancia Valley Solid Waste Authority.

BACKGROUND/RATIONALE: The City of Las Vegas will be utilizing the Estancia Valley Regional Landfill in Moriarty, New Mexico for additional solid waste disposal services. The agreement to utilize the landfill will be with the Estancia Valley Solid Waste Authority. Costs for services will be as follows:

1. Municipal Solid Waste	\$33.00 per ton
2. Construction & Demolition material	\$33.00 per ton
3. Special Waste	\$54.00 per ton
4. Scrap Tires	\$150.00 per ton
5. Single Stream Recycling material	\$10.00 per ton
6. Clean Fill	\$10.00 per ton
7. Freon containing appliances	\$15.00 each

STAFF RECOMMENDATION: Approval to enter into agreement with Estancia Valley Solid Waste Authority.

COMMITTEE RECOMMENDATION: This item was discussed at the Utility Advisory Committee meeting on December 13, 2016. Their recommendation will be provided at the Council meeting.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Revised 4/20/16

**DISPOSAL AGREEMENT BETWEEN
THE CITY OF LAS VEGAS AND ESTANCIA VALLEY SOLID WASTE**

THIS DISPOSAL AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of Las Vegas, hereinafter referred to as the “City”, and Estancia Valley Solid Waste hereinafter referred to as the “contractor” for disposal of solid waste controlled by City of Las Vegas. The City of Las Vegas is a municipality in the State of New Mexico, as represented by the City Council. The Council’s authorized representative to sign this Agreement is Richard Trujillo, City Manager.

RECITALS

WHEREAS, the Legislature of the State of New Mexico has authorized and required local agencies to make adequate provisions for municipal solid waste handling, within their jurisdiction; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the disposal of municipal solid waste, including the Resource Conservation and Recovery Act and similar New Mexico laws and regulations; and

WHEREAS, Contractor has represented and warranted to City that it has the experience, responsibility, and qualifications to provide safe disposal of municipal solid waste collected by City within the area covered by this agreement; and

WHEREAS, City declares its intention of maintaining reasonable rates for reliable, proven disposal of municipal solid waste within the area covered by this agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the Parties mutually agree to the following terms and conditions.

1. DEFINITIONS

- A. **"Effective Date"** means the date on which services are to begin under this Agreement.
- B. **"Force Majeure"** means events that are not reasonable within the control of the party affected by the Force majeure event, and includes acts of God such as landslides, lightning, forest fires, storms, floods and earthquakes, civil disturbances strikes, lockouts, or other industrial disturbances, acts of the public enemy, war blockades, acts of terrorism, public riots, breakages, explosions , accident to machinery, equipment or materials, unavailability of required materials or disposal site, governmental restraint or other caused, whether of the kind enumerated otherwise, but excluding the obligations of other cause, whether of the kind enumerated otherwise, either party to make payments due hereunder.
- C. **"Service Area"** means the entire territory within New Mexico that is served by the City as of the effective date of this agreement and such additional area as may thereafter become included within the City's jurisdiction.
- D. **"Hazardous Waste"** means all waste defined or characterized as hazardous by the Federal Solid Waste Disposal Act (42 U.S.C. §3251 et. seq), as amended including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.) and all future amendments thereto or regulations promulgated there under, and all waste defined or characterized as hazardous by the principal agencies of the State of New Mexico having jurisdiction, Hazardous Waste shall not include incidental household hazardous waste that is commingled with Solid Waste.
- E. **"Solid Waste"** means all putrescible and not putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial, community and municipal garbage, trash, refuse, paper, rubbish, ashes, green waste, demolition and construction waste, manure, vegetable or animal solid and semi-solid

waste, and other discarded solid and semi-solid waste. The term "Solid Waste" as used herein does not include "Hazardous Waste" designated waste or contaminants which may be injurious to personnel engaged in solid wastes handling, including, but not limited to infectious waste, acids, explosives, radioactive material and septic tank pumping, large mechanical devices, nor any materials that are, or in the future become, prohibited from receipt, handling or disposal as municipal solid waste by state, federal or local law, regulation, rule, code, ordinance, order, permit or permit condition. If the Parties agree, the "Solid Waste" may also include waste or other materials which may require special handling at a disposal facility, including but not be limited to, clean soil, non-hazardous contaminated soil, construction, recyclable materials, demolition and land-clearing debris, and non-friable asbestos, if this is the case, rates will be mutually agreed upon prior to handling and incorporated herein as Exhibit B.

2. SCOPE OF SERVICES: The City shall be responsible for delivery of wastes to the Estancia Valley Regional Landfill at 249 Sidewinder Road, Moriarty, NM 87035 between the hours of 7:00 a.m. to 3:00 p.m. Monday through Friday, excluding Thanksgiving Day, Christmas Day and New Year's Day. Contractor shall furnish all labor, supervision, materials, supplies, equipment and all other items required to properly dispose of all Solid Waste generated or accumulated within the service area and delivered by the City to Contractor. The scope of services to be performed by Contractor shall be accomplished in a professional manner in accordance with all schedules and other performance standards mutually agreed upon and established by the parties.

A. Solid Waste Disposal: City shall dispose of all Solid Waste at Estancia Valley Solid Waste Authority. All solid waste shall be handled in compliance with the landfill permit and New Mexico Environment Department regulations. Contractor shall see that any landfill at which Solid Waste is disposed of shall maintain and provide upon request records of deliveries made on behalf of City

including, but not limited to, date, time of day, vehicle identification and weight or volume.

B. Alternate Disposal Site: City reserves the right to dispose of solid waste at other permitted landfills.

3. EXCLUSIVE RIGHT: The City does hereby grant to contractor and contractor shall have the exclusive duty, right and privilege to dispose of or otherwise handle all Solid Waste generated ("Collection Sites"). The collection, transportation and disposal of discarded home and industrial appliances, tire's, and aluminum and other recyclable metals, yard waste, old corrugated cardboard and old newspapers is not subject of the exclusive right granted herein.

4. COLLECTION EXCLUSION: It is understood that the Contractor is not authorized and is not required hereunder to accept Hazardous Waste or restricted or other waste that is not acceptable or permitted for disposal at the Estancia Valley Solid Waste Authority. If Contractor observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released in reportable quantities in the service area, Contractor shall immediately notify the city of the same.

5. STANDARD FOR COLLECTION AND OPERATION:

A. Compliance with Law: Contractor shall comply with all laws and regulations applicable to Contractor's operations, including laws, ordinance, rules and regulations of the United States, the State of New Mexico, City and any New Mexico Counties included within the Service Area.

B. Equipment: Contractor shall possess or demonstrate to the City reasonable satisfaction that it has available to it adequate equipment, including reserve or replacement equipment, sufficient to perform the services required of Contractor herein. Contractor shall maintain equipment in good mechanical condition.

C. Collection Operations: Contractor shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to City transportation and/or solid waste vehicles.

6. RATES; ADJUSTMENTS; BILLING

A. Service Rate Schedule: Contractor shall provide the disposal services required under this Agreement for the rates set forth below.

1. Municipal Solid Waste	\$33.00 per ton
2. Construction & Demolition material	\$33.00 per ton
3. Special Waste	\$54.00 per ton
4. Scrap Tires	\$150.00 per ton
5. Single Stream Recycling material	\$10.00 per ton
6. Clean Fill	\$10.00 per ton
7. Freon containing appliances	\$15.00 each

B. Contractor's request shall include a report detailing the extraordinary increased expenses associated with performance of the services and City shall not unreasonably withhold, condition, or delay consent to such an adjustment. In addition, City shall approve the interim rate adjustment within such time period as necessary to ensure that the adjustment to compensate for such increases in taxes is effective on the same date that the increase is effective.

C. Billing and Payments: Contractor shall invoice City on a monthly basis for each calendar month that wastes are delivered. Contractor shall provide itemized bills, showing charges for all classifications of service, per trip transport fees, net weight-in tons, landfill costs, and any other pertinent factors including the charge for late payment, or other applicable expenses. The City agrees that it shall pay all bills received within thirty (30) days from the date of the said billing. Failure to make the payment within the thirty (30) day period should be deemed a breach of this agreement and the Contractor shall be entitled under the agreement to immediately refuse to accept further waste from the City until payment has been received.

- 7. RECORDKEEPING; REPORTING:** Contractor shall make available to City for review monthly and annual reports regarding the services provided hereunder. City shall have the right during normal business hours and upon reasonable (at least (10) business days) advance notice to Contractor, to inspect the books of Contractor for purposes of verifying the invoices submitted hereunder and/or the need for a rate increase as provided in Section 10.2. Any such inspection shall be at the expense of the city. Contractor shall maintain bill and compliance records throughout the term of the Agreement and for a period of one (1) year thereafter or as required by law, whichever is greater.
- 8. TERM OF AGREEMENT:** The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years, subject to written notification of renewal by either Party to the other not less than ninety (90) days and not more than one hundred eighty (180) days prior to the end of the then existing terms.
- 9. TERMINATION:** This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. This notice may be shortened only upon a written agreement by the two parties. However, should the offeror default in the Contract the City retains the right to terminate this agreement immediately.
- A. Force Majeure:** The performance of this agreement may be discontinued or temporarily suspended in the event of Force Majeure. With the exception of obligations to make payments due for services rendered hereunder, neither Party shall be deemed to be in default or liable for failure to perform under this Agreement if such Party's performance is prevented or delayed by Force Majeure. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts, or other industrial disturbances, and

litigation including appeals, shall be entirely within the discretion of each Party, and the Parties may make settlement thereof at such time and on any such terms and conditions as they may deem to be advisable.

10. Emergency Services

- A. Contactor's Failure to Perform:** In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to perform the disposal requirements of this Agreement for a period of more than three (3) consecutive business days, and if as a result thereof, Solid Waste accumulations in the Agreement Area to such an extent in a manner, or for such a time that City reasonably finds that such accumulation endangers or menaces the public health, safety or welfare, then the City shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to Contractor to impose all costs to the Contractor for disposal of the City's Solid Waste.

In the event that the City incurs documented per ton transport costs in excess of the costs charged by Contractor hereunder during the period that City takes over services, reimburse City the documented difference between the service rates under this Agreement and the rates paid by City during the takeover of services. If Contractor has not resumed services within fifteen (15) calendar days from the date City begins providing services under this provision, City shall have the right to terminate this Agreement on written notice to Contractor, and such termination will be effective as of the date Contractor receives such notice.

- B. Uncontrollable Circumstances:** In the event that, due to seriously inclement or Force Majeure weather conditions, that materially prohibit Contractor's ability to perform under the provisions of this Agreement, the parties agree that the obligations of this Agreement shall be suspended during the period of such inclement weather or Force Majeure circumstances. Upon the termination of the inclement weather or Force Majeure circumstance, then the provisions of this Agreement shall be reinstated and once again binding upon the parties.

11. INDEMNIFICATION: Contractor shall fully indemnify, hold harmless and defend the City, its directors, officers, officials, employees, agents, affiliates and volunteers (“Indemnified Parties”) from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable fees and costs), whether or not involving a third party claim, which arise out of or relate to any injury to persons or property that are a result of an error, omission, or negligent act of the contractor or any person employed by or acting on behalf of the contractor.

A. Procedure: Contractor shall have obligation to indemnify or defend hereunder unless the indemnities provide written notice to Contractor of the occurrence in events giving rise to Contractor's obligation to indemnify hereunder within thirty (30) days after the indemnities know or should have known of such events. The indemnities shall co-operate in the defense of suit if requested by Contractor to litigate such suit, which approval shall not be unreasonably withheld, delayed or conditioned. Contractor shall have the sole right to provide that a full and complete indemnification is reached on behalf of the City of Las Vegas. Contractor has the right to contest, defend, litigate and settle claims tendered by the indemnities hereunder provided that, at least ten (10) business days prior to any such settlement, written notice of Contractor's intention to settle is given to the indemnities.

B. Insurance: If any claims indemnified against under this section have the potential for coverage under any insurance, then the indemnity set forth in this section shall be limited as provided in section 11. Before pursuing recovery under this indemnity, the indemnities shall exhaust all recovery under all available insurance. Once the indemnities have exhausted all recovery under all available insurance, the Contractor shall pay only the amount of the loss, if any, which exceeds the total amount that all insurance has paid for the loss. Nothing in this Agreement shall constitute a waiver or relinquishment of any claims which the parties may have against insured, nor shall any provision of the Agreement waive or relinquish any subrogation or contribution rights that

the parties of their insurers may have against another insurer or other potentially liable party. Notwithstanding anything in this Agreement to the contrary, Contractor shall not be obligated to pay for the defense of any claim or suit that any insurer has a duty to defend. If no insurer defends, however, then the Contractor shall, to the extent obligated to do so by this Agreement, pay for the defense, but shall be entitled to the insured's rights against all insurers with a potential for coverage of such claim.

12. INSURANCE: Notwithstanding anything contained herein to the contrary. Contractor's insurance, additional insured endorsement and waiver of subrogation obligations shall be limited to the extent consistent with Contractor's indemnity obligation set forth in section 10.1. Contractor shall secure and maintain continuously in full force and effect during the term of this Agreement, and any extensions hereof, insurance policies which will protect Contractor and City from Claims from bodily injury, death or property damage which may arise from Contractor's activities or operations under this agreement, Said policies shall be for not less than the amounts listed below:

1. **Worker's Compensation: Statutory.**
2. **Employer's Liability: \$1,000,000 per accident, per occurrence.**
3. **Public Liability, Bodily Injury and Property Damage Insurance: \$2,000,000 per accident, per occurrence, \$6,000,000 annual aggregate.**
4. **Automobile Liability Insurance: \$2,000,000 per accident, per occurrence; \$6,000,000 annual aggregate.**

A. Additional Insured; Certificate: The liability insurance policies shall name City as an additional insured. Contractor shall provide City with a Certificate of Insurance duly executed by Contractor's insurance carrier which shall serve as evidence of the continued existence of Contractor's insurance policies required hereunder and which shall contain a provision that the coverage there under will not be canceled or materially changed without thirty (30) days prior written notice given City. Contractor shall provide a copy of the Liability Insurance Coverage to the City to be attached to the Contract as **Exhibit A**.

- 13. VENUE:** The Contractor does hereby agree that the exclusive venue for any dispute between the parties shall be in the State of New Mexico in the Fourth Judicial District Court.
- 14. ASSIGNMENT; USE OF SUBCONTRACTOR:** Contractor shall not assign its rights under this Agreement to any other person or corporate entity without the prior written consent of the City, which consent shall not be unreasonably delayed, withheld or conditioned. Notwithstanding the foregoing, City shall have the right without seeking or obtaining approval of Contractor or its parent corporation, and to use licensed and qualified subcontractors for the transportation of Solid Waste from the collection sites to the designated disposal facility, provided that the contractor shall remain responsible at all times for the performance of any subcontractor selected by Contract and for all services rendered under the Agreement.
- 15. CHANGES IN LAW:** In the event that new or amended local, state or federal laws, ruling, or regulations are enacted after the Effective Date of this Agreement and have the effect operating or precluding compliance with one or more provisions of the Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such new or amended local, state or federal laws or regulation, and the City and the Contractor shall enter into an amendment of this Agreement that reflects the extent to which the provisions hereof have so modified or suspended. Notwithstanding the foregoing, should Contractor, by force of any such law, ruling or regulations, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the Contractor's ability to perform under this Agreement then the contractor may notify the city in writing of this condition and may terminate this agreement upon providing at least sixty (60) days advance written notice of termination to the City. Nothing in this Agreement shall prohibit Contractor from obtaining or seeking to obtain modification, reversal, or repeal of such law, ruling or regulation or restrict Contractor's right to legally contest the

validity of such law, ruling or regulation. Contractor shall not be considered in breach of this agreement during such time as Contractor is contesting or appealing any notice of violation ordinance, rule, regulation, ruling or law.

- 16. INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not be deemed an employee of the City.
- 17. CAPTIONS:** Titles or captions of articles and sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of the Agreement or the intent of any provision of it.
- 18. SEVERABILITY:** If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable , unless this Agreement without the severability provision would frustrate a material purpose of either Party in entering into this Agreement.
- 19. WAIVER:** No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, executed by the Party against whom such waiver is sought to be enforced. A waiver by either Party of any of its rights under this Agreement on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any right at any time.
- 20. COUNTERPARTS:** This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which shall be deemed to constitute the same instrument.
- 21. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

- 22. AMENDMENT:** This Agreement may be amended, altered or modified only in writing, specifying such amendment, alteration or modification, executed by authorized representatives of both of the Parties hereto.
- 23. REASONABLE COOPERATION:** The Parties agree to cooperate fully and reasonably with one another to facilitate the delivery of services hereunder in the professional and effective manner possible to meet the needs of the City of Las Vegas and the citizens it serves.
- 24. COMPLETE AGREEMENT:** This writing constitutes the full and complete Agreement and understanding between the Contractor and the City. All previous agreements are hereby superseded.
- 25. NEW MEXICO TORT CLAIMS ACT:** Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, and et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.
- 26. BRIBERY AND KICKBACKS:** As required by Section 13-1-191, N.M.S.A. 1978 it should be noted that it is a third degree felony under New Mexico law to commit the offense of bribery of the public officer or employee (Section 30-4-1, N.M.S.A., 1978); it is a third degree felony to commit the offense of demanding or receiving a bribe by any public employee (Section 30-24-2, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-40-1, N.M.S.A., 1978); it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, N.M.S.A., 1978).

27. DISCRIMINATION PROHIBITED: In performing the services required hereunder, the contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

28. THIRD PARTY BENEFICIARIES: By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

City of Las Vegas:

Contractor:

Richard Trujillo, City Manager

Estancia Valley Solid Waste Authority
P.O. Box 736
Estancia, NM 87016

Approved as to Legal Sufficiency only:

H. Chico Gallegos, City Attorney

ATTEST:

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/9/16

DEPT: City Manager

MEETING DATE: 12/21/16

ITEM/TOPIC: Pay Increase for all, eligible, non-bargaining unit employees.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of a 35¢ per hour pay increase for all, eligible, non bargaining unit employees.

BACKGROUND/RATIONALE: Request to approve a 35¢ per hour increase for all, eligible, non-bargaining unit employees to be implemented and become effective on the first full pay period after approval.

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.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**

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



**RICHARD TRUJILLO
CITY MANAGER**

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

**H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/09/16 DEPT: Community Development Dept.

MEETING DATE: 12/21/16

ITEM/TOPIC: Contract for Cisneros Design for design and promotion services.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Contract for Cisneros Design for design and promotion services.

BACKGROUND/RATIONALE: In December of 2015, the City entered into a contract with Cisneros Design for the development and design of marketing and promotion services. An extensive tourism website was developed in conjunction with a comprehensive plan for the promotion of Las Vegas attractions, events, businesses, film and hospitality industries, among others. The City seeks to extend the contract through the end of December 2017. Contract amounts proposed will increase frequency of social media and print reach and be used to develop trails ("itineraries") and promote events executed by the local non-profits and allow for the development of other creative elements in expanding Las Vegas' market reach.

STAFF RECOMMENDATION: Approval of Contract for Cisneros Design for design and promotion services.

COMMITTEE RECOMMENDATION: N/A

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

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF LAS VEGAS, NEW MEXICO
and
CISNEROS DESIGNS
for
Graphic Design and Promotional Services**

This Addendum to Professional Services Agreement Number 3137-15 is made and entered into this 1st day of January, 2017 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called "the City" and Cisneros Designs, hereinafter called "Provider"

WHEREAS, Provider entered into a Professional Services Agreement for a period that covered December 17, 2015 thru December 31, 2016 to perform such services as set in Exhibit A of said agreement ; and

WHEREAS, the original expiration date of the Professional Service Agreement is December 31, 2016 and Provider has completed the initial phase of deliverables and reports required under the above referenced agreement; and

WHEREAS, the Cisneros Design Professional Services Agreement was intended as the initial phase of a comprehensive, on-going, City-wide Graphic and Professional Services marketing initiative, and the need exists for additional professional services that will continue to develop the City's position and ability to draw attention as an attractive tourism and convention destination in an effort to enhance economic benefit to the City; and

WHEREAS, the Agreement is not to be altered, changed or amended except by a written document signed by the parties to this contract; and

WHEREAS, the original agreement remains in force with the exception of items herein as amended.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING AMENDMENTS

The provider agrees to provide services on a priority and as-needed basis as indicated in original Exhibit A. Services shall fall into four Major Categories:

1. Conceptual Development.
2. Assessment and Strategic Marketing Advice.
3. Product Development.
4. Administrative/Production/Printing.

TERM: This is a multi-term contract, renewable up to four years. The term of this addendum to agreement is from January 1, 2017 to December 31, 2017.

CONSIDERATION: In consideration for services rendered, the City agrees to pay the Provider for each project, assessment, development of product(s), phase of project(s), and service (“Deliverable”) as defined and outlined in the original agreement and its scope of work. Additional work may be provided to the City that may fall outside the original scope if said deliverable or work will benefit the overall marketing strategy. This contract shall be paid on a phase and or completion of Deliverable basis and shall not exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Agreement by both parties is necessary in regards to scope of each Deliverable, deliver dates and cost to deliver and will be in written form as shown in Exhibit C in original agreement. Each deliverable(s) will be paid according to the completion of each milestone or project as agreed.

NO FINANCIAL INTEREST: No officer or employee of the city or of the Provider who will exercise any function of responsibility in connection the planning and implementation of any of the provisions of the Agreement shall have any direct, personal financial interest in this Agreement and the Provider shall take appropriate steps to assure compliance.

The parties acknowledge that Fred Cisneros is the principal owner of Cisneros Designs and employees of Cisneros Design act as account managers and designers on behalf of provider and in the execution of the deliverables of this contract.

Within Fifteen (15) days of execution of this addendum, Provider shall work with the City of Las Vegas IT department to deliver a full and complete copy of website frame, backend code, any and all access codes, framework, artwork and all other items deemed necessary as backup for the damnauthentic.com/visitlasvegasnm.com website and the “so damn authentic we can prove it” ad campaign. Said transfer shall be complete within Thirty (30) days of execution of this addendum

All other terms and conditions of the Professional Services Agreement Number 3137-15 shall remain in full force.

SIGNED:

Richard Trujillo, City Manager

Fred Cisneros, Cisneros Designs

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

H. Chico Gallegos, City Attorney

ATTEST:

Casandra Fresquez, City Clerk

Agreement / Contract

No. 3137-15

City of Las Vegas

Date

Contract # _____

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN CITY OF LAS VEGAS, NEW MEXICO
and CISNEROS DESIGNS for
Graphic Design and Promotional Services**

This Agreement is made and entered into this ____ day of _____, 2015 by and between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called (the City) and Cisneros Designs, hereinafter called (Provider).

WHEREAS, Provider will perform such services but is not limited to those services set out under services for Graphic Design & Promotion shown in Exhibit A; and

WHEREAS, the Provider has negotiated the terms of the agreement with the City; and

WHEREAS, the term of this agreement is from December 17, 2015, thru December 31, 2016.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The Provider agrees to provide services on a priority and as-needed basis as indicated in Exhibit A for consideration as noted. Services shall fall into four Major Categories

1. Conceptual Development
2. Assessment
3. Product Development
4. Administrative/Production/Printing

INVOICING AND DELIVERABLES: Provider will present invoices and supporting documentation to the City. All invoices must be presented for payment no later than thirty (30) days after the scheduled service/project/project milestone. Payment will be presented upon completion of editing and delivering service/project(s)/projects(s) milestone to the City.

TERM: This is a multi-term contract, renewable up to four years. The term of this agreement is from December 17, 2015 to December 31, 2016. Any modification of price for deliverables and services of this contract shall be in writing and is subject to approval by the City.

CONSIDERATION: In consideration for services rendered, the City agrees to pay the Provider for each project, assessment, development of product(s), phase of project(s), and service ("Deliverable") outlined in the scope of work which is included and made part of this document and each of which will vary in cost. This contract shall be paid on a phase and or completion of
Page | 1

Deliverable basis and shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$ 250,000.00). Agreement by both parties is necessary in regards to scope of each Deliverable, delivery dates and cost to deliver and will be in a written form as shown in Exhibit C. Each deliverable(s) will be paid according to the completion of milestone or project as agreed.

OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY: This agreement creates an exclusive and perpetual license for the City to copy, use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression; including but not limited to physical drawings or data magnetically or otherwise recorded on computer diskettes, electronic devices including flashdrives which are prepared or caused to be prepared by Provider under this Agreement (“Documents & Data”).

Provider retains the right to reproduce, publish and display the Deliverables in Provider’s portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

City shall not be limited in any way in its use of the Documents & Data at any time provided that any such use not within the purposes intended by the Agreement shall be at City’s sole risk.

CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other Documents and Data either created by or provided to Provider in connection with the performance of the Agreement shall be held in strict confidentiality by Provider. Such materials shall not without the prior written consent of the City be used by Provider for any purpose other than the performance of the services for the City. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services of the project. Nothing furnished to Provider which is otherwise unknown to Provider or is generally known or has become known to the related industry shall be deemed confidential. Provider shall not use City’s name, logo, seal or strap-line, written concept or insignia, photographs of the Project or any publicity pertaining to the services or the project in any magazine trade paper newspaper, website, electronic mediums, television or radio production or other similar medium without the prior written consent of the City.

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

DISCLOSURE TO THE CITY: At such times and in such form as the City Council may require, Provider shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

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

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

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

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

SUBJECT TO LAWS: The Provider shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

NO FURTHER LIABILITY: The City shall not be obligated or liable under this Agreement to any party other than the Provider for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Agreement.

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

CONTRACT REVIEW:

TERMINATION: The City may, with or without cause, terminate this Agreement at any time upon thirty (30) days written notice of termination given to the Provider. In such event, all finished or unfinished projects and/or deliverables, conceptual documents, documents, data studies, photographs, reports and the rights to any property prepared or procured by the Provider under this Agreement shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Provider may, with or without causes, terminate this Agreement upon a Sixty (60) day written notice, and the City shall reimburse the Provider for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

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

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

AUTHORITY TO BIND THE CITY: The Provider shall not have the authority to enter into any Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's Governing Body or by the City Manager acting upon authority granted by the City's Governing Body.

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

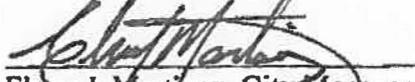
City agrees to indemnify and defend the Provider from all claims, demands, actions, damages, costs, interest, attorney's fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by City of this Agreement.

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

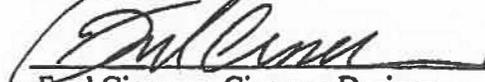
BRIBERY AND KICKBACKS: As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be Executed this day and year first above written:

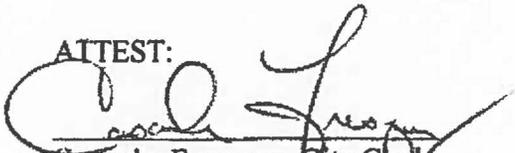
CITY OF LAS VEGAS:


Elmer J. Martinez, City Manager

CISNEROS DESIGNS


Fred Cisneros, Cisneros Designs

ATTEST:


Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:


Dave Romero, City Attorney

Exhibit "A"

**SERVICES FOR GRAPHIC DESIGN AND PROMOTION
WITH COST ESTIMATES**

**Exhibit "B"
RATIONALE**

Exhibit "A"

Services for Graphic Design Promotion with Cost Estimates

Priority	Services for Graphic Design & Promotion	Category	Low End of Range	High End of Range
*	Concept & Campaign Development	Conceptual Development	\$10,000	\$20,000
*	Community Workshop	Conceptual Development	\$1,000	\$2,000
*	Assessment of Existing Resources	Assessment	\$1,000	\$5,000
*	Archive Resource Creation	Product Development	\$20,000	\$40,000
	City Promotion (Stationary, Business Cards, Uniform)Design &			
*	Project Management		\$1,000	\$2,500
*	Website Re-skin & Limited Reorganization	Product Development	\$10,000	\$17,000
*	Street Banners Design & Project Management	Product Development	\$10,000	\$15,000
*	Street Banners Fabrication	Administrative/Production/Printing	\$20,400	\$33,000
*	Advertising: Design & Project Management	Product Development	\$10,000	\$18,000
*	Advertising: Modifications Based on use	Product Development	\$4,500	\$6,500
	Advertising - Media insertion	Administrative/Production/Printing	\$ TBD	\$35,000
*	Local Business Ad Template: Design & Project Management	Product Development	\$ TBD	\$3,000
*	Merchandise: Design & Project Management	Product Development	\$2,400	\$3,500
*	Social Media: Project Management & Implementation	Product Development	\$5,000	\$12,500
	Print Materials: Design & Project Management	Product Development	\$7,500	\$9,500
	Miscellaneous Design Projects: Design & Project Management			
*	{Special Events, Vehicle wraps, Wayfinding Signage Etc.	Product Development	\$10,000	\$17,500
*	Trail App.: Design & Project Management	Product Development	\$1,000	\$5,000
	Directory Map: Design & Project Management	Product Development	\$5,000	\$5,000
			\$118,800	\$250,000

Concept and Campaign Development

This consists of the overall planning and conceptual creation and direction of the marketing campaign as a whole.

Design and Project Management \$10,000.00 - \$20,000.00

Archive/Resource Creation

Create an archive of compelling action photos and videos, stock and directed (including the use of models if necessary). The archive will be used for all branding and marketing elements. Initial concepts copy writing will be r0duced for the website and ads.

Photo/Video Development \$20,000.00 - \$30,000.00
Initial Concept Copy Writing for Website and Ads \$10,000.00

Website Re-skin and Limited Reorganization

Short term: Develop new look and feel of existing website using current WordPress template. Troubleshoot capabilities to attempt streamlining manager usability. Long term: full redesign and organization of the site. Phased- in as costs and time allow.

Design and Project Management \$10,000.00 - \$17,000.00

Street Banners

Light Pole Banners will be used to serve as information for visitors as well as a source of City pride for local residents. The banners could represent the neighborhoods, historic area and identify events, and landmarks. Double sided banner will be hung in sets of two per pole, with one banner signifying the campaign theme line and the other banner dedicated to event or landmark.

Design and Project Management (up to 15 banners) \$10,000.00 - \$15,000.00

Advertising

Develop a strategic advertising campaign which will largely center around targeting visitors who are already visiting New Mexico, specifically the Albuquerque, Santa Fe, and Taos markets. Ads will include but are not limited to print, electronic, radio, and possibly television. Television ad development and production will be estimated separately on a case-by-case basis. Billboards will be used when they are optimal in drive market entrance/exit opportunities. Their uses would be highly focused on events in Las Vegas and San Miguel County. Media insertion will be handled on a case by case basis and cost effective approach when appropriate Community Development staff will negotiate and purchase media insertions.

Design and Project Management \$ TBD - \$725
Resize ads for insertion in alternate publications \$ TBD - \$225

Media insertion costs including industry mark-up
Of 15%- Dependent on cost effective procurement \$ Not to exceed \$40,000.00

Local Business Ad Templates:

Create a suite of ad templates for the merchants and nonprofits of Las Vegas. This would allow many of the merchants to advertise without incurring the cost of a full service agency. The options would be limited but would be flexible regarding ad size and color use.

Design and Project Management (4-6 templates) \$3,000

Non-Profit Ad Templates:

Create a custom suite of ads and/or ad templates for use by non-profits for the purpose of promoting Las Vegas events. This would assist the non-profits in professional advertising without incurring the cost of a full service agency. This methodology insures the integrity of the Las Vegas brand, brandy personality, written concept and message.

Design and Project Management \$3,000

Merchandise:

Collaborate with City Community Development staff in selecting and producing merchandise for sale. Long-term the items may be available on the website, but may be initially available at retail kiosk/storefront location(s) as a partnership with New Mexico Highlands University and/or may be sold at the Visitor Center and under other retail vendor agreements. Items selected will be a mix of apparel and utilitarian products, i.e. backpacks, leather satchel, caps, etc.

Design and Project Management \$2,400 - \$3,500
Fabrication costs will be estimated once design items
and quantities are identified \$ To Be Determined

Social Media:

A full social media plan must be assembled prior to fully estimating an execution plan. Frequency of messaging (weekly, monthly, less frequent), content of messaging (most likely coming from City Staff and likely related to events) will be factors to be considered in the plan. Any message must serve a specific and relevant purpose to targeted recipients.

Project Management and Implementation \$5,000 - \$15,000
annually

Print Materials:

Rack card(s) and Adventure Guide – day trip brochure. As part of the strategy to capitalize on visitors from the Taos, Santa Fe and Albuquerque markets, we envision a distribution of printed materials in rack locations in visitor centers and hotels in target markets. For ease of distribution items must fit into rack stands at approximately 4” x 9”. Rack card(s) should be season and reference highlights of each season. The adventure guide/daytrip brochure would be more comprehensive and include as many opportunities as possible in multi-page format.

Design and Project Management	\$7,500 - \$9,500
Printing costs will be estimated once design and quantities are identified.	\$ To be determined.

Trails App:

Create a digital device application as an aid for the City to share information and details about specific activities, and landmarks and points of interest, retail experiences. Trails (ex: chile, film, ghost, beer, historic etc.) will be developed in collaboration with City of Las Vegas Community Development staff and will be created comprehensively and tested to make certain they are interesting and accurate,

Provide would begin initial exploration and research for companies that currently have global apps and assess whether our trails may fit into the existing application. Provider would also asses the cost and real time-frame to creating a custom app for Las Vegas

Initial exploration and time/audit	\$ 5,000.00
------------------------------------	-------------

Community Workshop

Event to be held in January or February. The purpose is to introduce overall marketing strategy and share the importance of consistent message, brand personality, and excellent customer experiences to the community, leaders, non-profits and businesses. Provider will touch on at minimum advertising, marketing merchandising and customer service training.

Design and Project Management	\$ To be determined
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Miscellaneous Design Projects:

These items include special events conducted by the City of Las Vegas and other events and projects as they may arise.

Design and Project Management	\$10,000 - \$15,000
-------------------------------	---------------------

Directory /Map

Designed to reflect architectural style of downtown Las Vegas. this could be interior lit for night viewing or non-lit. Recommended locations for the directory are: Historic Plaza Park, Visitor Center at railroad station, City Hall or other determined visitor sites.

Approximately 42" x 80" inset panels on Plexiglass detailing reader location and proximity to surrounding neighborhoods. The purpose would be to locate significant historic buildings and places of interest, generally in walking distance of the Plaza, with time approximation for driving to locations not walkable.

Design and Project Management

\$5,000.00 - \$7,500.00

Fabrication costs will be estimated once design is identified.

\$ To Be Determined

Exhibit "C"

DELIVERABLE DEVELOPMENT AND COST SHEET



DELIVERABLE DEVELOPMENT AND COST SHEET

The following Deliverable has been requested by the City of Las Vegas for completion by Cisneros Design.

Deliverable Name: _____

Date Requested: _____

Description of Deliverable: _____

Inside Scope of Work of Professional Service Agreement

Beyond Original Scope of Professional Service Agreement

Elements to Achieve Completion of Deliverable:

Required of City for Completion:

Item	Date Needed
_____	_____
_____	_____
_____	_____
_____	_____

Cisneros Design

Item	Date to be Completed	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any adjustments to date and or items needed to complete Deliverable must be agreed to by both the Provide and City in writing.

Accepted and agreed to

Cisneros Designs
Date: _____

City of Las Vegas
Date: _____

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/12/2016

DEPT: City Clerk

MEETING DATE: 12/21/2016

ITEM/TOPIC: Conduct a Public Hearing for the Application for a Restaurant Beer and Wine License with on Premise Consumption only.

ACTION REQUESTED OF COUNCIL: Conduct a public hearing and approval/disapproval of application requesting a Restaurant Beer and Wine License with on Premise Consumption only submitted by JL1, LLC, DBA Pino's Restaurant, located at 1901 North Grand Avenue, Las Vegas, New Mexico 87701, Application # 1023998.

BACKGROUND/RATIONALE:

STAFF RECOMMENDATION:

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:

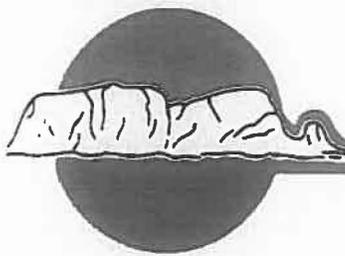

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H.CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

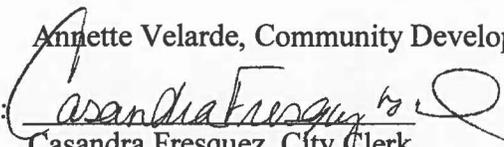


CITY OF LAS VEGAS
1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

Mayor Tonita Gurule-Giron

MEMORANDUM

TO: Annette Velarde, Community Development Director

FROM: 
Casandra Fresquez, City Clerk

DATE: November 21, 2016

RE: Application for a Transfer of Ownership and Location for Inter-Local Dispenser License for On Premises Consumption Only and Patio Service.

Enclosed is a copy of the application for an Application for a Restaurant Beer and Wine License for on Premise Consumption Only submitted by JLI, LLC, DBA Pino's Restaurant, 1901 North Grand Avenue, Las Vegas, New Mexico, Application No.1023998.

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

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

The Las Vegas City Council will hold a public hearing regarding the above application on December 21st at 6:00 p.m. and will require the information prior to the meeting.

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

Enclosures:

xc: Maria Perea, CAD Technician
Richard Trujillo, City Manager
Chico Gallegos, City Attorney
Juan Montano, Chief of Police



**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

November 14, 2016

Certified Mail No.: 9171 9690 0935 0079 1509 17

Susana Martinez
Governor

Robert "Mike" Unthank
Superintendent

David Jablonski
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.: Application No. 1023998
Name of Applicant: JL1, LLC
Doing Business As: Pino's Restaurant
Proposed Location: 1901 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 RESTAURANT BEER AND WINE LICENSE WITH ON PREMISE CONSUMPTION ONLY.

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

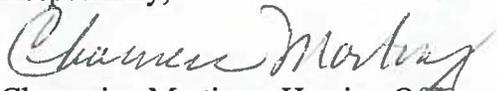
Securities Division
(505) 476-4580

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



RECEIVED

OCT 14 2016

AGD USE ONLY: Payment | Application Fee \$ 200.00 Received on: 10/14/16 Receipt No. 1880569
 License Fee \$ _____ Received on: _____ Receipt No. _____
 Application # 1023998 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: New Restaurant Liquor License

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

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER
JLI, LLC 1113 Romero street, Las Vegas NM 87701 505-718-8626

D/B/A Name to be used: Pino's Restaurant Business Phone #: 505-454-1944

Email Address (required): Lisa@we-care-agency.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
1901 North Grand Avenue, Las Vegas, NM 87701

Mailing Address: 1113 Romero street, Las Vegas, NM 87701

Agent/Contact Person: Lisa Saiz Phone#: 505-718-8626 Email: Lisa@we-care-agency.com

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: _____

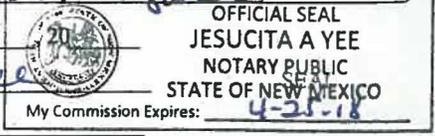
I, (print name) Lisa Saiz, as (title) owner
 being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application;
 that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements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

You must sign and date this form before a Notary Public.

Signature of Applicant: [Signature] Date: 10/12/2016

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of San Miguel)

SUBSCRIBED AND SWORN TO before me this 12th day of October
 By: [Signature] Notary Public: Jesucita A. Yee
 My Commission Expires: 4-25-18



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: _____



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OCT 14 2016

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
 NMSA §60-6B-10 ALCOHOL & GAMING DIVISION

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): _____

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.

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

Name of Church: Church of Christ Miles/feet: .3

Address/location of Church: 53 Mountain View Drive, Las Vegas, NM 87701
745 feet

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

Name of School: Los Ninos / Sierra Vista Miles/feet: .6

Address/location of School: 475 Legion Drive, Las Vegas, NM 87701
.8 mi (4224 FT) - Paul Hennig Elementary

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: N/A Kirtland Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)
150 miles

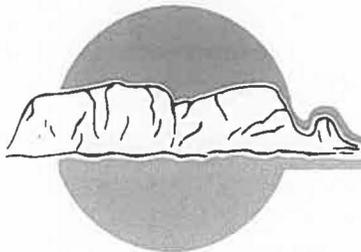
7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight 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 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

MAYOR TONITA GURULE-GIRON

October 11, 2016

Jimmy & Lisa Saiz
Pino's Family Restaurant, LLC
2200 - 7th Street
Las Vegas, NM 87701

RE: Zoning Certification Statement

To Whom It May Concern:

This statement certifies that the premises located at 1901 North Grand Avenue, Las Vegas, New Mexico 87701, are within a C-3 (General Commercial) Zone.

Per City Code §450-126. C-3 General Commercial Zone, this zone is intended to provide for eating and drinking places, including bars, drive-in restaurants, and cocktail lounges.

A copy of the zoning map and a portion of City Code §450-126. C-3 General Commercial Zone are attached for your information.

If you have any questions or require further information, please feel free to contact me at (505) 426-3279.

Sincerely,

Maria D. Perea
CADD Technician

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OCT 14 2016

ALCOHOL & GAMING DIVISION

consulting with City solid waste officials, since size will depend primarily on service required.

(d) The City will not be liable for damage to either the route way of loading pad as a result of the basic service routine.

(14) Landscaping required when adjacent to R District. Uses adjacent to or backing on a residential district shall erect within five feet of the adjacent property line a six-foot-high fence. Live shrubbery three feet high, either within or outside of the fence, is to be planted and allowed to grow to the height of the fence and, after that, to be maintained at the height of the fence. Prior to the issuance of a building permit, the builder shall provide evidence that the landscaping shall be accomplished, and the permit shall be made contingent upon the landscaping. Failure to complete these requirements shall be cause for the property owner or builder to be subject to the provisions in Article XI of this chapter.

§ 450-126. C-3 General Commercial Zone. [Amended 8-17-1983 by Ord. No. 72-5]

A. Purpose. 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 not normally available in the Central Business District.

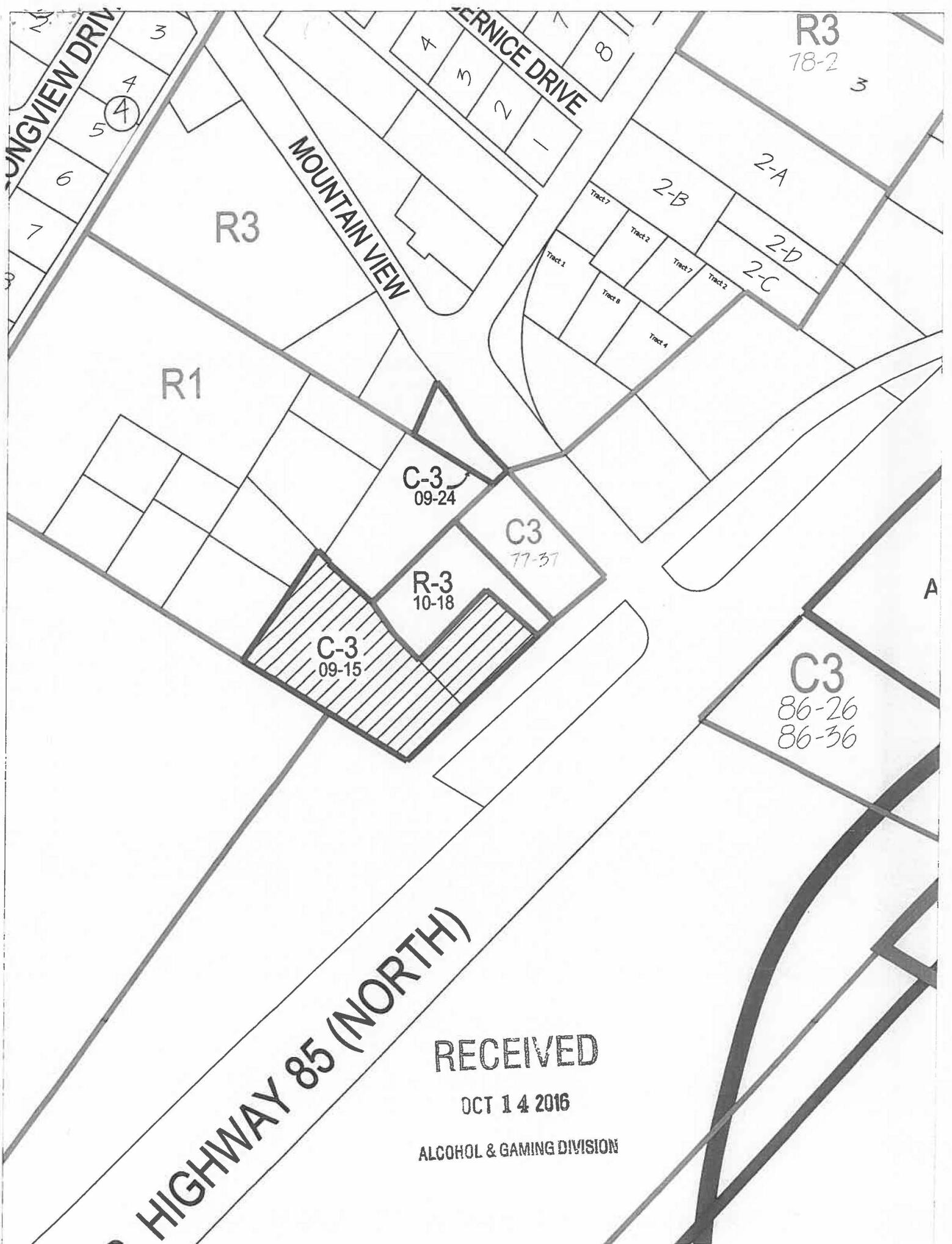
B. Permitted uses in the C-3 District.

- (1) Any use permitted in C-1.
- (2) Auction houses.
- (3) Eating and drinking places, including bars, drive-in restaurants, and cocktail lounges.
- (4) Entertainment, but not within 75 feet of any R District:
 - (a) Billiard parlors and pool halls.
 - (b) Dance halls.
 - (c) Drive-in theaters.
 - (d) Games, electronic and pinball.
 - (e) Nightclubs.
 - (f) Recreation activities:
 - [1] Baseball fields.
 - [2] Swimming pools.
 - [3] Skating rinks.
 - [4] Other open air facilities.

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ALCOHOL & GAMING DIVISION



LONGVIEW DR

VERNICE DRIVE

MOUNTAIN VIEW

HIGHWAY 85 (NORTH)

R3
18-2

R3

R1

C-3
09-24

C3
77-37

R-3
10-18

C-3
09-15

C3
86-26
86-36

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OCT 14 2016

ALCOHOL & GAMING DIVISION

City Clerk's Office

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Las Vegas, New Mexico will conduct a public hearing on Wednesday December 21, 2016 at 6:00 p.m. in the City Chambers, 1700 N. Grand Avenue. The City Council will hear any and all protests and determine whether to approve or disapprove an application for a Restaurant Beer and Wine License with on Premise Consumption Only and submitted by JL1, LLC, DBA Pino's Restaurant, 1901 North Grand Avenue, Las Vegas New Mexico 87701. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 1700 N. Grand Avenue, prior to the hearing.

Cassandra Fresquez, City Clerk

Publish: Las Vegas Daily Optic Wednesday November 30, 2016 and Wednesday December 7, 2016

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/13/2016 **DEPT:** Finance

MEETING DATE: 12/21/2016

ITEM/TOPIC: Resolution 16-46

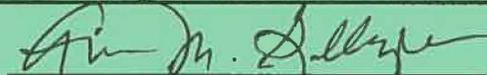
ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 16-46

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2017 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

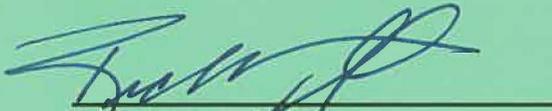
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 16-46

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2017; and

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2017 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS 21th DAY OF DECEMBER 2016.

Mayor

ATTEST:

Casandra Fresquez, City Clerk

Reviewed and Approved as to Legal Sufficiency Only:

H. Chico Gallegos, City Attorney

12/14/2016

CITY OF LAS VEGAS
 RESOLUTION 16-46
 BUDGET ADJUST REQUEST
 FISCAL YEAR 2017

Resolution 16-46	Fund		Revenues	Transfers	Expenditures	
2017 JAG	219-0000-430-5326	Federal Grant	\$ 15,350.00	\$ -	\$ -	2017 Federal Grant
2017 JAG	219-0000-710-6602	Overtime			\$ 10,350.00	Overtime
2017 JAG	219-0000-710-7510	Confidential Fees			\$ 3,000.00	
2017 JAG	219-0000-710-7408	Vehicle Maintenance			\$ 2,000.00	
				\$ -		
ENDWI Grant	253-0000-430-5876	EDWI	\$ 12,750.00	\$ -		State Grant
ENDWI Grant	253-0000-710-6616	Overtime			\$ 12,750.00	Overtime
STEP Grant	253-0000-430-5885	STEP Grant	\$ 6,311.00			State Grant
STEP Grant	253-0000-710-6613	Overtime			\$ 6,311.00	Overtime
OpBuckleDown	253-0000-430-5890	Operation Buckledown	\$ 3,060.00			State Grant
OpBuckleDown	253-0000-710-6615	Overtime			\$ 3,060.00	Overtime
100 Days Summer	253-0000-430-5884	100 Days & Nights of Summer	\$ 2,104.00			State Grant
100 Days Summer	253-0000-710-6620	Overtime			\$ 2,104.00	Overtime
PD Award	283-0000-450-5506	Donations/Contributions	\$ 6,616.00			SouthWest Capital Donation
PD Award	283-0000-710-7523	Furn & Equip <1000			\$ 6,616.00	Bullet Proof vests
General Fund	101-0000-100-1101	Cash Balance	\$ 12,953.00			Cash Balance
General Fund	101-4800-000-	Overtime-Events		\$ -	\$ 12,953.00	Overtime-Events
General Fund	101-0000-430-5366	US Marshalls Grant	\$ 8,000.00	\$ -	\$ 8,000.00	Grant
General Fund	101-4800-710-6386	US Marshalls Overtime				Grant
State Fire Grant	203-0000-450-5000	State Grant	\$ 100,000.00			Facility Improvement Grant
State Fire Grant	203-0000-710-8003	Building Improvements			\$ 100,000.00	Building Improvements
				\$ -		
Rehab Taxiway	433-0000-430-5313	Revenue	\$ 11,087.00	\$ -		State Grant
Rehab Taxiway	433-0000-710-8000	Capital Outlay			\$ 11,087.00	State Grant
KAB Grant	252-0000-100-1101	Cash Balance	\$ 2,000.00			Cash Balance
KAB Grant	252-0000-700-7324	Educational/Rec		\$ -	\$ 2,000.00	Materials for KAB
Automated IT Serv	336-0000-100-1101	Cash Balance	\$ 370,000.00			
Automated IT Serv	336-0000-610-7402	Maint of Furn & Equip			\$ 370,000.00	Operation for IT
State Library Grant	103-0000-450-5334	State Grant	\$ 7,733.00			State Grant
State Library Grant	103-0000-750-7107	Books			\$ 7,733.00	State Grant
Street Co-op	214-0000-430-5377	Revenue	\$ 36,820.00			2017 Co-op Project
Street Co-op	214-0000-720-8000	Expenditure			\$ 49,093.00	Hot Springs Improve
Street Improv	216-0000-890-9000	Transfer		\$ 12,273.00		Transfer
Water Improv	646-0000-100-1101	Cash Balance	\$ 100,000.00			Cash Balance
Water Improv	646-0000-610-7305	Professional Serv			\$ 100,000.00	Other Proff Serv
Total			\$ 694,784.00	\$ 12,273.00	\$ -	\$ 707,057.00



City of Las Vegas

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



Chief Juan F. Montaña

MEMORANDUM

*Needs to be
BAA 11/9/16*

**TO: Grants Management Bureau
NM Department of Public Safety**

Thru: City of Las Vegas Finance Dept.

**Thru: Juan F. Montano
Chief of Police** *JM 201*

**Thru: Kenneth Jenkins
Deputy Chief of Police** *KJ 202*

FROM:
**Eric N. Padilla
Commander**

DATE: 10/21/2016

RE: Spending of 2016 Jag Awards

Ms. McDonald,

The Las Vegas Police Department wishes to spend the Jag 2016 monies awarded to the department in the amount of \$15,350. We do not want to fall behind in spending these monies as we have to meet the benchmarks of spending set forth by the Grants Management Bureau. We will follow all procurement policies and procedures set forth by the City of Las Vegas.

Thank you for attention to this matter

- XC: PD File
- XC: Richard Trujillo City Manager
- XC: Beatrice Salazar Grants Administrator
- XC: Marla Martinez Police Dept. Finance Specialist

*RECEIVED
NOV 1 2016
11/1/16*

Eric Padilla

From: Beatrice Sena [bsena@ci.las-vegas.nm.us]
Sent: Friday, October 14, 2016 9:54 AM
To: 'Commander Eric Padilla'
Subject: FW: 2016 JAG Awards

From: McDonald, Sheila, DPS [mailto:Sheila.McDonald@state.nm.us]
Sent: Wednesday, October 12, 2016 8:52 AM
To: Baldonado, Margaret; Beatrice Sena; Connie Harrison; Wagoner, Dale R., DPS; dlovato@santafecountynm.gov; Drager, Rob W.; DUKE KOURI; Eric Padilla ; Williams, Jesse W., DPS; KATHY FOX; Kevin Burns (burnsk@sjcounty.net); McFaul, Scott M, DPS; Rita A. Erickson; Roger Grah (rgrah@cityofclovis.org); sergio.hermosillo-murillo@usdoj.gov; stalley@fmtn.org; Wright, Rudy D.
Cc: McDonald, Sheila, DPS
Subject: 2016 JAG Awards

Good Morning,

The new 2016 JAG awards will be effective from October 1, 2016 thru September 30, 2017. I am currently working on revising the Sub-Grantee agreements. However, if you plan on expending any of these funds as of October 1, 2016 and prior to the execution of the Sub-Grantee agreement, GMB is asking that all fiscal agencies submit a short memorandum to GMB indicating the following:

1. The fiscal agency approves the expending of funds prior to the Sub-Grantee Agreement (Contract) being executed.
2. All of the fiscal agencies procurement policies and procedures will be followed.

Please submit this memorandum to me and place a copy in your grant file for audit purposes.

If you have any questions, please feel free to contact me.

Thank you,

Sheila McDonald
Grant Management Analyst
Department of Public Safety
4491 Cerrillos Rd
P.O.Box 1628
Santa Fe, NM 87504

Phone: (505)827-9115
Fax: (505)827-3398



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



SUSANA MARTINEZ
GOVERNOR

PETE N. KASSETAS
CHIEF/ DEPUTY SECRETARY
LAW ENFORCEMENT OPERATIONS

OFFICE OF THE SECRETARY
505/ 827-3370

ADMINISTRATIVE SERVICES
505/ 827-3332

SCOTT WEAVER
CABINET SECRETARY

AMY L. ORLANDO
DEPUTY SECRETARY
STATEWIDE LAW ENFORCEMENT
SERVICES AND SUPPORT
GENERAL COUNSEL

OFFICE OF THE CHIEF
NEW MEXICO STATE POLICE
505/ 827-9219

INFORMATION TECHNOLOGY
505/ 827-3413

OFFICE OF THE DEPUTY SECRETARY
505/ 827-3367

LAW ENFORCEMENT ACADEMY
505/ 827-9252

September 28, 2016

The Honorable Tonita Gurule-Giron
Mayor of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

Dear Mayor Gurule-Giron:

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has been recommended for funding. Based on available federal funding and the application's ranking, the City of Las Vegas, on behalf of the Las Vegas Police Department, has been awarded **\$15,350.00**. The 2016 JAG grant award will be effective from October 1, 2016 through September 30, 2017.

In addition, all sub-recipients who receive funding will be required to attend the Drug Enforcement Advisory Council (DEAC) Budget Sub-Committee meetings, which are on a quarterly basis, as part of the award agreement.

If you have any questions regarding this correspondence, please contact Sheila McDonald, Management Analyst, at (505)827-9115.

Sincerely,

Scott Weaver
Cabinet Secretary

SW/SM



CALEA
ACCREDITED LAW ENFORCEMENT AGENCY

Ann Marie Gallegos

From: Beatrice Sena [bsena@ci.las-vegas.nm.us]
Sent: Tuesday, December 06, 2016 1:38 PM
To: 'Ann Marie Gallegos'
Cc: 'Eric Padilla'; 'Chris Lopez'; 'Marla Martinez'
Subject: Request for Budget
Attachments: Scan0005.pdf

Good Afternoon Ann Marie,

Attached is the request for budget we spoke about this morning. I will forward the contracts as soon as they come in. Thank you for taking care of this matter. Have a wonderful day. If you have any questions, feel free to contact me.

Beatrice Salazar
Grants Administrator
Las Vegas City Police Department
318 Moreno St.
Las Vegas, NM 87701
505-426-3145
505-425-6346 fax



Chief Juan F. Montaño

MEMORANDUM

TO: ANN MARIE GALLEGOS, FINANCE DIRECTOR

FROM: 
BEATRICE SALAZAR, GRANTS ADMINISTRATOR

DATE: December 6, 2016

RE: REQUEST FOR BUDGET

Attached you will find copies of the approval letters from Department of Public Safety the Traffic Safety Bureau, plus a budget breakdown for the 2017 Justice Assistance Grant Fund for the street crimes unit and overtime to conduct operations. These are being forwarded to you in order to receive DFA approval to expend these funds. We will need a new fund number for the DPS grant.

Should there be any questions or concerns, please feel free to contact me.



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
 POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



SUSANA MARTINEZ
GOVERNOR

PETE N. KASSETAS
CHIEF/ DEPUTY SECRETARY
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505/ 827-9252

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If you have any questions regarding this correspondence, please contact Sheila McDonald, Management Analyst, at (505)827-9115.

Sincerely,

Scott Weaver
Cabinet Secretary

SW/SM



CALEA
ACCREDITED LAW ENFORCEMENT AGENCY

DPS JAG Grant

EXPIRES 09/30/17

		Projected Revenues	\$ 15,350.00
LINE ITEM		Original Budget	Anticipated Rollovers
-0000-710-6602	Overtime	\$ 10,350.00	
-0000-710-7510	Confidential Funds	\$ 3,000.00	
-0000-710-7408	Vehicle Maintenance	\$ 2,000.00	
	TOTAL BUDGET	\$ 15,350.00	



November 15, 2016

Commander Christopher Lopez
Las Vegas Police Department
318 Moreno Street
Las Vegas, NM 87701

RE: Project Agreement

Dear Commander Lopez:

Enclosed are three partially executed project agreement originals for the 2016-2017 fiscal years. Please note that this consolidated project agreement may contain a different scope of work for the program which your agency agreed to administer. Please reference your project agreement which will outline, in the scope of work, the type of federal or state funding that you will be receiving for each program and for what purpose the funding can be used.

Program activities cannot start until the project agreement is fully executed. The Authorizing Official must sign and date each original project agreement. If the Authorizing Official as named on the enclosed Project Agreement designates another individual to sign, please provide a letter authorizing the designee signature. If the appropriate signature and date are not on the Agreement, the Agreement will not be valid.

The Department has elected to sign the agreement after the Grantee has signed. Please return three signed original project agreements to Eileen Rios, at 3220 Richards Lane – Suite A, Santa Fe, NM 87507. The Department will mail an original fully executed agreement to you after the Department signs it.

Only costs incurred after the authorizing official signature and date, whichever is later, may be charged to the project. When the signed original is returned to the Division, we will establish a project file and will expect monthly reimbursement claims soon after costs are incurred, along with other reports as required in the Scope of Work. Please note that, for each different scope of work, the agency must bill separately according to the project and funding source.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

Paul A. Montoya, Director
Traffic Safety Division

Enclosures

Susana Martínez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

ENDWI Grant
253-0000-710-66-16

expires 09/30/17

LINE -ITEM	DESCRIPTION			BALANCE
		Projected Revenue		\$ 12,750.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	ANTICIPATED	
			ROLLOVER	
253-0000-710-66-16	Overtime	\$ 12,750.00	\$ -	
	TOTAL BUDGET	\$ 12,750.00	\$ -	

**STEP Grant
253**

EXPIRES 09/30/17

		Projected Revenue	\$ 6,311.00
LINE ITEM		Original Budget	Anticipated Rollovers
253-0000-710-6613	Overtime	\$ 6,311.00	
TOTAL BUDGE		\$ 6,311.00	

**Operation Buckle Down/CIOT Grant
expires 09/30/17**

LINE -ITEM	DESCRIPTION		BALANCE
		Projected Revenues	\$ 3,060.00
LINE ITEM	EXPENDITURE	ORIGINAL BUDGET	ANTICIPATED ROLL OVER
253-0000-710-66-15	Overtime	\$ 3,060.00	
	TOTAL BUDGE	\$ 3,060.00	



100 Days & Nights of Summer

253

EXPIRES 09/30/17

		Projected Revenue	\$ 2,104.00
LINE ITEM		Original Budget	Anticipated Rollover
253-0000-710-6626	Overtime	\$ 2,104.00	
TOTAL BUDGE		\$ 2,104.00	

Marla Martinez

From: Harper, Larry (USMS) [Larry.Harper@usdoj.gov]
Sent: Monday, December 05, 2016 9:07 AM
To: Marla Martinez (mmartinez@ci.las-vegas.nm.us)
Subject: new JLEO
Attachments: LVPD 607.pdf

Good Morning Marla

I hope all is well. Attached is the form 607, fiscal year 2017 JLEO fugitive task force overtime funds awarded to you by the U.S. Marshal. Please review, have the department representative sign and forward back to me. If you have any questions or concerns don't hesitate to contact me or Susan Finley 505-462-2311. Thank you for supporting the U.S. Marshals Service fugitive task force.

Larry Harper
Supervisory Deputy U.S. Marshal
U.S. Marshals Service-D/NM, Santa Fe
505-988-7686

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-17-DS1-O-000045

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

LAS VEGAS POLICE DEPARTMENT
and
District of New Mexico (51)

Agreement / Contract
No. 2642-13
City of Las Vegas
Date

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

10/19/2016 to 09/30/2017

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2017	DS1	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime	\$8,000.00
Total Obligation Amount:					\$8,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

TFO OVERTIME

JLEO

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: LARRY HARPER
Phone: 505-988-7686
E-mail: LARRY.HARPER@USDOJ.GOV

STATE/LOCAL CONTACT:

Name: JUAN MONTANO
Phone: 505-429-6388
E-mail: JUAN.MONTANO@CI.LAS-VEGAS.NM.US

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: SUSAN FINLEY Date: 11/23/2016
SUSAN R. FINLEY, MANAGEMENT AND PROGRAM ANALYST

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: Alex Ramos-196351 Date: 11/29/2016
ALEX RAMOS, CHIEF

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: [Signature] Date: 12-5-16

FORM USM-607 INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations in UFMS. To adjust funding in an existing obligation, please refer to Form USM-607A, Joint Law Enforcement Operations Task Force Modification Document. Funding in support of the JLEO mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the JLEO participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control Number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page JLEO Task Force Obligation Form may not cross fiscal years. If there is a need to cross fiscal years, please utilize a Purchase Order for the obligation.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD and the Asset Forfeiture Division) and end no later than September 30 of the following calendar year.

SECTION 4: Appropriation Data

- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: District task force obligations are funded under the JLEOTFS4 project code for a JLEO obligation. RFTF project codes have been assigned by region and will be entered by Headquarters IOD staff.

SECTION 5: Description of Obligation

- A. Enter description of obligation (optional). Include any pertinent information such as number of TFO vehicles, for example.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF) after the Asset Forfeiture Division has confirmed that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into UFMS. RFTF obligations will be forwarded to Headquarters IOD to be entered into UFMS.

Maria Martinez

From: Harper, Larry (USMS) [Larry.Harper@usdoj.gov]
Sent: Monday, December 05, 2016 11:35 AM
To: Maria Martinez
Subject: RE: PD Copier Document

Hi Marla

The funds are available on our end for usage by the LVPD. Thanks and have a good day.

Larry Harper

-----Original Message-----

From: Marla Martinez [<mailto:mmartinez@ci.las-vegas.nm.us>]
Sent: Monday, December 05, 2016 10:58 AM
To: Harper, Larry (USMS)
Subject: FW: PD Copier Document

Good morning Mr. Harper. Attached is the signed Obligation Document. Can you please let me know when it is approved so I can get this to our Finance Department to do a budget for the 8,000.00. Have a wonderful day.

Marla Martinez
Financial Specialist
City of Las Vegas Police Dept.
Fax # 505-425-6346
Phone # 505-426-3148

-----Original Message-----

From: pdcopier@ci.las-vegas.nm.us [<mailto:pdcopier@ci.las-vegas.nm.us>]
Sent: Monday, December 05, 2016 10:09 AM
To: Marla Martinez
Subject: PD Copier Document

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: PD Admin Area
Device Name: PD Copier

PD copier

Agreement / Contract
No. 2142-13
City of Las Vegas
Date

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the *Las Vegas Police Department* and the *United States Marshals Service (USMS)* pursuant to the *Presidential Threat Protection Act of 2000 (Public L. 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note)*. As set forth in the *Presidential Threat Protection Act of 2000* and directed by the *Attorney General*, the *USMS* has been granted authority to direct and coordinate permanent *Regional Fugitive Task Forces* consisting of *Federal, state, and local law enforcement* authorities for the purpose of *locating and apprehending fugitives*.

The authority of the *USMS* to investigate fugitive matters as directed by the *Attorney General* is set forth in *28 USC § 566*. The *Director's* authority to direct and supervise all activities of the *USMS* is set forth in *28 USC § 561(g)* and *28 CFR 0.111*. The authority of *United States Marshals and Deputy U.S. Marshals* in, "in executing the laws of the United States within a State . . . exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in *28 USC § 564*. Additional authority is derived from *18 USC § 3053* and *Office of Investigative Agency Policies Resolutions 2 & 15*. See also "Memorandum for *Howard M. Shapiro, General Counsel, Federal Bureau of Investigation*" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the *U.S. Department of Justice, Office of Legal Counsel*, dated *February 21, 1995*. See also: Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the *USMS Office of General Counsel*, dated *May, 1, 1995*. See also: *42 U.S.C. § 16941(a)*(the *Attorney General* shall use the resources of *Federal law enforcement*, including the *United States Marshals Service*, to seek jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the *DFTF (District Fugitive Task Force)*. Cases will be adopted by the *DFTF* at the discretion of the *District Chief Deputy*, and in accordance with the provisions of the *Presidential Threat Protection Act*, the *Adam Walsh Child Protection and Safety Act*, and the *U.S. Department of Justice*. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the *DFTF* may also seize non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned *Federal, state, and local fugitive cases* for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the *DFTF*.
Federal fugitive cases referred to the task force for investigation by any participating

agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agencies must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at anytime at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the direction of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive (HSPD) 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators. The USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of

25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper invoice which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The invoice should be submitted to the District Chief Deputy, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel, and vehicle lease should provide supporting documentation including receipts.

EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency. Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WVIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the DFTF shall comply with their agency's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA:

Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

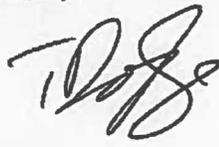
RELEASE OF LIABILITY:

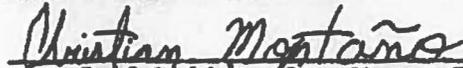
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The participating agencies agree to hold harmless the United States from any claim, cause of action, or judgment resulting from the negligent acts of their employees.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal (CDUSM).


United States Marshal




Chief of Police, Las Vegas Police Department

 8/4/11
Assistant Director, IOD



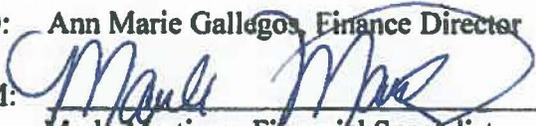
City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 426-7604 • Fax # (505) 425-8348



Chief Juan F. Montañó

MEMORANDUM

TO: Ann Marie Gallegos, Finance Director
FROM: 
Marla Martinez, Financial Specialist
THRU: 
Juan F. Montano, Chief of Police
DATE: December 9, 2016
RE: BUDGET ADJUSTMENT REQUEST

We are requesting a budget adjustment in our overtime line item (101-4800-710-6602). We have received the following revenues that were paid out of our overtime line item (101-4800-710-6602):

- New Mexico Gang Task Force funding received in the amount of \$6,532.79
- Movie Duty Security Overtime - \$5,714.19
- Wal-Mart Security Overtime - \$705.83

This brings a total of \$12,952.81 revenue collected in line item # 101-0000-450-5581. If you have any questions, please feel free to contact my office.

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



**Southwest
Capital Bank**
established 1890

1410 CENTRAL AVENUE SW ALBUQUERQUE, NM 87104

ACCOUNTS PAYABLE

4197

95-37/1070

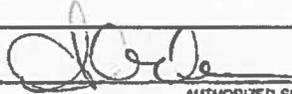
12/01/2016

\$6,616.00

***** SIX THOUSAND SIX HUNDRED SIXTEEN AND 00/100

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





AUTHORIZED SIGNATURE

⑈004,697⑈ ⑆107000372⑆ 99004,97⑈

CUSTOMER COPY

4197

<u>Date</u>	<u>Invoice ID</u>	<u>Description</u>	<u>Amount</u>
11/30/2016	DONATION	15 Ballistic Vests	6,616.00

Total Amount: = \$6,616.00



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 800-454-1401 • FAX: 800-425-7338

TONITA GURULÉ-GIRÓN Mayor

Mr. Mike Melton
South West Capital Bank
622 Douglas Avenue
Las Vegas New Mexico 87701

Greetings Sir,

I would like to thank you for your Professionalism and interests in our community and as Mayor of our great City of Las Vegas; I take the safety of our citizens and our entire community very serious.

Our Las Vegas Police Department is in need of replacing approximately fifteen ballistic vests that are going to expire this coming year. From what was explained to me, the vests are only good for five years and need to be replaced with a new vest; this investment is critical to keep our men and women in uniform safe and they are required per OSHA Standards to always wear their ballistic vest.

The Las Vegas Police Department gets funding to outfit five certified Police Officers with ballistic vests per year, however due to the latest turnaround of officers, our department needs to replace fifteen ballistic vests and the grant does not cover all of the expenses.

Therefore, I am asking you Mr. Melton if you would like to help me keep our officers safe and help fund the expense that the grant will not cover. The total cost needed to replace fifteen ballistic vests that are in compliance with all OSHA Standards and requirements is \$ 6,516.00.

I want to thank you for your consideration on this Public Safety issue and should you have any questions, feel free to contact myself or Chief of Police Juan Montano.

Sincerely,

Tonita Gurulé-Girón
Mayor
City of Las Vegas
1700 North Grand Avenue
Las Vegas New Mexico 87701

DAVID ULIBARRI
Councillor, Ward 1

VINCE HOWELL
Councillor, Ward 2

BARBARA CASEY
Councillor, Ward 3

DAVID L. ROMERO
Councillor, Ward 4

NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

DEPARTMENT NAME: Las Vegas
FUNDED PROJECT: Facility Improvement

COUNTY: San Miguel

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMD Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval	Deadline: December 16, 2016	Submittal Date	Submitted to:
Approval from SFMD to proceed with project specifications	December 16, 2016	Approval Date	Approved by:
Funds Encumbered by Procurement Code	May 15, 2017	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMD Inspection		Requested Date	Requested of whom:
SFMD Inspection Completed		Inspection Date	By Whom:
SFMD Check of NFIRS Compliance			

PROJECT BUDGET

Total Project Amount:	\$
Less matching (minimum 20% of total amount)	
Subtotal	
Grant Amount Awarded	
Amount in Excess of Awarded Amount (Department responsible)	
Amount in surplus of Awarded Amount (this amount must returned to the grant fund.)	

Fire Chief Signature: _____ Date _____

Fiscal Agent Signature: _____ Date _____

Sonia Gomez

From: Rodriguez, Derrick, PRC [Derrick.Rodriguez@state.nm.us]
Sent: Wednesday, November 09, 2016 9:31 AM
To: Sonia Gomez
Cc: Muller, Vernon J., PRC; McGovern, Georgia, PRC
Subject: 11-9-2016 Las Vegas FD FY'17 Grant Award
Attachments: 20161109080416649_0011.pdf; 20161109080416649_0012.pdf

Importance: High

*203-710-8003
48,514*

Good morning,

Congratulations on receiving a grant for FY'17!!

203-000-710-8003

Please see the attached documents for your award on the grant..

In addition there was a minor change which is to have all SPEC'S for the items you are purchasing in to our office for review and approval no later than December 16,2016..

If your require any assistance or have any questions or concerns please feel free to contact me at anytime!

Again Congratulations!

Respectfully,

STATE OF
NEW MEXICO



PUBLIC
REGULATION
COMMISSION

DERRICK RODRIGUEZ
FIRE SERVICE COORDINATOR
FIRE SERVICE SUPPORT BUREAU
STATE FIRE MARSHAL'S DIVISION

1120 PASEO DE PERALTA
P.O. BOX 1269
SANTA FE, NM 87504-1269

CELL: (505) 670-5488
FAX: (505) 476-0100
E-MAIL: derrick.rodriguez@state.nm.us

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIA ESPINOZA, CHAIR
DISTRICT 4 LINDA LOVEJOY
DISTRICT 5 SANDY JONES

CHIEF OF STAFF

ERNEST D. ARCHULETA, P.E.



STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal
1120 Paseo De Peralta
PO Box 1269
Santa Fe, New Mexico 87504
In State Only 1-800-244-6702
505-476-0174

November 7, 2016

Ann Marie Gallegos
City of Las Vegas Treasurer
1700 N Grand Ave
Las Vegas, NM 87701-4731

Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Ann Marie Gallegos:

Congratulations! Your grant application on behalf of the Las Vegas Fire Department for Facility Improvement item(s) has been reviewed and an award has been granted.

Over 185 grant applications were submitted and over \$28 million in needs were considered. The Las Vegas Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$100,000 for the purchase of the approved project request is being processed and will be mailed to your office for deposit.

The specifications for the equipment needs identified in the 2017 Grant application must be reviewed and approved by this office before December 16, 2016 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

The deadline to encumber the money by contract with the vendor is May 15, 2017. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal; Fire Service Support Bureau at (505) 476-0165.

Sincerely,

Handwritten signature of John C. Standefer.

John C. Standefer
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez
Grant Council Chairwoman

xc: Chief
Board of County Commissioners

1 888 4 ASK PRC
www.nmprc.state.nm.us

PRC
Working for You!

**NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST**

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

DEPARTMENT NAME: Las Vegas

COUNTY: San Miguel

FUNDED PROJECT: Facility Improvement

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMD Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval	Deadline: December 16, 2016	Submittal Date	Submitted to:
Approval from SFMD to proceed with project specifications	December 16, 2016	Approval Date	Approved by:
Funds Encumbered by Procurement Code	May 15, 2017	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMD Inspection		Requested Date	Requested of whom:
SFMD Inspection Completed		Inspection Date	By Whom:
SFMD Check of NFIRS Compliance			

PROJECT BUDGET

Total Project Amount:	\$
Less matching (minimum 20% of total amount)	
Subtotal	
Grant Amount Awarded	
Amount in Excess of Awarded Amount (Department responsible)	
Amount in surplus of Awarded Amount (this amount must returned to the grant fund.)	

Fire Chief Signature: _____ Date _____

Fiscal Agent Signature: _____ Date _____

Need
a BAR



NEW MEXICO DEPARTMENT OF PUBLIC SAFETY
POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



SUSANA MARTINEZ
GOVERNOR

PETE N. KASSETAS
CHIEF/ DEPUTY SECRETARY
LAW ENFORCEMENT OPERATIONS

OFFICE OF THE SECRETARY
505/ 827-3370

ADMINISTRATIVE SERVICES
505/ 827-3332

SCOTT WEAVER
CABINET SECRETARY

AMY L. ORLANDO
DEPUTY SECRETARY
STATEWIDE LAW ENFORCEMENT
SERVICES AND SUPPORT
GENERAL COUNSEL

OFFICE OF THE CHIEF
NEW MEXICO STATE POLICE
505/ 827-9219

INFORMATION TECHNOLOGY
505/ 827-3413

OFFICE OF THE DEPUTY SECRETARY
505/ 827-3367

LAW ENFORCEMENT ACADEMY
505/ 827-9252

September 28, 2016

The Honorable Tonita Gurule-Giron
Mayor of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

Dear Mayor Gurule-Giron:

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has been recommended for funding. Based on available federal funding and the application's ranking, the City of Las Vegas, on behalf of the Las Vegas Police Department, has been awarded \$15,350.00. The 2016 JAG grant award will be effective from October 1, 2016 through September 30, 2017.

In addition, all sub-recipients who receive funding will be required to attend the Drug Enforcement Advisory Council (DEAC) Budget Sub-Committee meetings, which are on a quarterly basis, as part of the award agreement.

If you have any questions regarding this correspondence, please contact Sheila McDonald, Management Analyst, at (505)827-9115.

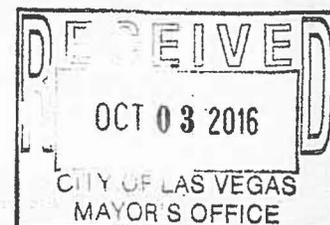
Sincerely,

Scott Weaver
Cabinet Secretary

SW/SM



CALEA
ACCREDITED LAW ENFORCEMENT AGENCY





Date

Oct 20, 2016

AVIATION GRANT AGREEMENT

Project Location

LVS - LAS VEGAS MUNICIPAL AIRPORT

Sponsor

LAS VEGAS, CITY OF

Address

1700 GRAND AVE

City

LAS VEGAS

NM

Zip Code

87701

The Sponsor must print and mail (3) three copies all with original signatures to:

**NMDOT - AVIATION DIVISION
PO BOX 9830
ALBUQUERQUE, NM 87119**

Participation

STATE ONLY

Funding Breakdown

90-10

Contract No. _____

Project No.

LVS-17-01

Vendor No.

0000054343

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

ANNUAL MAINTENANCE GRANT

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 9,978	\$ 1,109	\$ 	\$ 11,087

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. That an airport facility that receives funds under the Aviation Act shall not charge landing fees for aircraft, except for aircraft used in commercial activities for compensation.
- g. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- h. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran
 Title: Grants Administrator

Address: New Mexico Department of Transportation - Aviation Division
 PO Box 9830
 Albuquerque, NM 87119

Office: (505) 244-1788 ext. 9112
 Fax: (505) 244-1790
 E-mail: dan.moran@state.nm.us

Name	JOHN ARAGON		
Title	AIRPORT MANAGER		
Sponsor	LAS VEGAS, CITY OF		
Address	1700 GRAND AVE		
City	LAS VEGAS	NM	Zip Code 87701
Office Phone	+1 (505) 454-3904	Fax	
E-Mail	jaragon@ci.las-vegas.nm.us		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: Richard Trujillo

By: [Signature]

Date: 11/1/16

Title: City Mgr.

103
Books

NEW MEXICO



STATE LIBRARY

NOTIFICATION OF AWARD

October 6, 2016

Dear Library Directors,

Enclosed is important information regarding state grants-in-aid for FY17. Please see the grant agreement for award amount and instructions.

Please note, as the State of New Mexico begins Fiscal Year 2017 (FY17), the State is applying the *50% Rule* for distributing state aid. This occurs in odd-numbered years, limiting the release of funds to 6-month increments. For further information see *NMSA 6-3-6 State Budget Division; Periodic Allotments*.

As a result, the New Mexico State Library must distribute the State Grants-in-Aid Funds in two parts. Please plan on the following funds distribution:

1. 50% in November 2016
2. 50% in January 2017

Please closely review the newly revised NMAC 4.5.2 for guidelines on allowable costs and requirements for state grants-in-aid as well as the checklist for next steps.

This grant award helps supports the delivery of local library services. As these are state funds, ***all*** money must be spent by **June 30, 2017**.

Note: This letter is being sent to Library Directors only. Library Directors, PLEASE ensure that your fiscal officer has this information.

Sincerely,

State Data Coordinator
Library Development Bureau
New Mexico State Library

**New Mexico State Library
1209 Camino Carlos Rey
Santa Fe, NM 87507**

FY2017 STATE GRANTS-IN-AID AWARD NOTIFICATION

1.	Recipient Name:	Carnegie Public Library
2.	Remit to Name and Address:	City of Las Vegas 1700 N Grand Ave Las Vegas, NMM 87701
3.	State of NM Vendor #:	54343
4.	Project Title and Legal and Fiscal Data:	State Grants-in-Aid to Public Library Statute/Administrative Code NMSA 1978 Section 18-2-4 B, NMAC 4.5.2
5.	State Library Contact:	Library Development Bureau New Mexico State Library SL.Development@state.nm.us
6.	Source of Funding:	<i>State of N.M. Legislature – General Appropriation Act of 2016</i>
7.	Grant Type and Amount Received:	Library Type Grant: Public Library Branch(es) Grant: \$0 Total Grant: \$7732.67
8.	Award Period:	Fiscal Year 2017 ALL FUNDS MUST BE SPENT BY JUNE 30, 2017.
9.	Terms and Conditions of Award:	The library grants program is intended to supplement and encourage local effort in providing local library service. Funds may be used for: <ol style="list-style-type: none"> 1) library collections; 2) library staff salaries; 3) library staff training; 4) library equipment; 5) other operational expenditures associated with delivery of library services. Libraries must report on how funds were spent in the FY 2017 Annual Report. Library's local budget shall not be reduced by its governing body as a result of eligibility for the library grants program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.
10.	Date:	October 6, 2016

STATE AID FOR PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES
CHAPTER 5 STATE LIBRARY
PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided;

and

- (4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and
- (5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. "Circulating materials" means items from library collections that are checked out by patrons for use outside of the library.

- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;
 - (5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
 - (6) compliance with all state statutes and rules;
 - (7) compliance with requirements for developing library grants;
 - (8) employment of a designated director;
 - (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law;
- and
- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

- A. **Purpose:** To supplement eligible public libraries' budgets.
- B. **Description:** The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.
- C. **Criteria for reviewing and awarding public library grants:** The state library shall review and award public library grants to public libraries that have met the following criteria:
 - (1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;
 - (2) continuous operation for at least one year;
 - (3) receipt of a minimum of three consecutive developing library grants;
 - (4) demonstration of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;
 - (5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;
 - (6) compliance with all state statutes and rules;
 - (7) compliance with all requirements for public library grants;
 - (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;
 - (9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;
 - (10) employment of a designated director; and
 - (11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

- A. **Application:** The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.
- B. **Allocation:** For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.
- C. **Notification:** Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.
- D. **Request for payment:** Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.
- E. **Maintenance of effort:** A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

- A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.
- B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services
- C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

Ann Marie Gallegos

From: Maria Gilvarry [gilvarrym@gmail.com]
Sent: Wednesday, November 02, 2016 1:44 PM
To: Ann Marie Gallegos
Subject: BAR

Ann Marie

May I have a Budget adjustment to increase the Other Professional Services in the 646 by \$100,000.

This will pay for the engineering services for the Master Plans to determine the projects needed over the next 20 years, the engineering needed for the Cinder Road Project and still leave me with money for Glorieta and any other unplanned engineering services for 2017.

Thanks

--

Maria Gilvarry
Utilities Director
City of Las Vegas, NM
[E-Mail: Gilvarrym@gmail.com](mailto:Gilvarrym@gmail.com)
[E-Mail: Gilvarrym@ci.las-vegas.nm.us](mailto:Gilvarrym@ci.las-vegas.nm.us)
Cell: (505) 398-6056
Office: (505) 426-3314
Fax: (505) 454-1632



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

CITY COUNCIL MEETING AGENDA REQUEST

DATE:12/12/16

DEPT: Executive

MEETING DATE: 12/21/16

ITEM/TOPIC: City Manager's Professional Service Contract

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of City Manager's Professional Service Contract.

BACKGROUND/RATIONALE: City Manager, Richard Trujillo's Professional Service contract is up for renewal. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.01 A. The city manager shall be appointed by the Mayor, subject to Council approval. The Governing Body shall enter into a contract with the city manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

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.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**

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

**RICHARD TRUJILLO
CITY MANAGER**

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

**H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**CITY MANAGER
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 21st day of December, 2016 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and Richard Trujillo, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Manager for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the City Manager be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on January 1, 2017, subject to the Termination Clause (item 8), and will continue up to December 31, 2017.

2. DUTIES AND AUTHORITY:

Employer agrees to employ Richard Trujillo as City Manager, and the Employee agrees to perform the functions and duties specified in this contract, the job description for the City Manager, and the relevant provisions of the Charter of the City of Las Vegas.

3. COMPENSATION:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$100,000.00 for the contract payable in installments at the same time that the other management employees of the Employer are paid.

B. As long as the City Manager effectively performs his job, it is the City's intent to give financial consideration to provide the City Manager with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. VEHICLE:

The Employee may have the use of a City owned and maintained vehicle for City related purposes.

The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.

The Employer shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.

8. TERMINATION:

The Employee understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he/she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's

duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

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

15. General Provision

The city manager, if not already certified by the International City Managers Association (ICMA), shall be working to achieve certification while in the employ of the city. All applicants shall be in the process of obtaining ICMA certification or shall be a corporate member when hired.

16. Entire Agreement.

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

17. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurulé-Girón
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/CITY MANAGER

City Clerk of the City of Las Vegas

Richard Trujillo

CITY COUNCIL MEETING AGENDA REQUEST

DATE:12/12/16

DEPT: Executive

MEETING DATE: 12/21/16

ITEM/TOPIC: City Attorney's Professional Service Contract

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of City Attorney's Professional Service Contract.

BACKGROUND/RATIONALE: City Attorney, H. Chico Gallegos' Professional Service contract is up for renewal. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.04 C. The Mayor shall appoint the city attorney, subject to Council approval. D. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

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.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY ATTORNEY
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 21st day of December, 2016 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and H. Chico Gallegos, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter , the Employee has been appointed as the City Attorney for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the City Attorney be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on January 1, 2017, subject to the Termination Clause (item 8), and will continue up to December 31, 2017.

2. DUTIES AND AUTHORITY:

Employer agrees to employ H. Chico Gallegos as City Attorney and the Employee agrees to perform the functions and duties specified in this contract, the job description for the City Attorney, and the relevant provisions of the Charter of the City of Las Vegas. If Employer's other staff or Council members seek to obtain counsel or a legal opinion as to matters of City business, the Employee shall first clear the request with either the City Manager or the Mayor.

3. COMPENSATION:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$100,000.00 payable in installments at the same time that the other management employees of the Employer are paid.

B. As long as the City Attorney effectively performs his job, it is the City's intent to give financial consideration to provide the City Attorney with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. MISCELLANEOUS BENEFITS

- A. The Employee may have the use of a City owned and maintained vehicle for City related purposes.
- B. The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

- A. The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.
- B. The Employer shall allow Employee to attend training programs with the NM Municipal League and other similar programs to allow Employee's professional advancement. The Employer will defray tuition and per diem and mileage expenses if these trainings have been approved in advance by the Mayor and Council.
- C. The Employer shall provide sufficient support staff for Employee.
- D. The Employer shall allow for and pay the expenses for reasonable assistance of outside counsel in specialty areas of the law and for assistance with training of Employee.
- E. The Employer shall provide Employee with a computer, internet connection software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.
- F. Should Employee not be available to attend certain meetings as required by his job description, the Employer will reasonably provide alternate counsel to serve this purpose.

8. TERMINATION:

The Employee understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week and 30 hours must be at City Hall office plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

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

15. Entire Agreement.

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

16. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurulé-Girón
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/CITY ATTORNEY

City Clerk of the City of Las Vegas

H. Chico Gallegos

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/12/16

DEPT: Executive

MEETING DATE: 12/21/16

ITEM/TOPIC: Chief of Police Professional Service Contract

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Chief of Police Professional Service Contract.

BACKGROUND/RATIONALE: Chief of Police, Juan Montano's Professional Service contract is up for renewal. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.06 B. The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing Body shall enter into a contract with the chief of police which shall establish, among other matters, compensation, benefits, duties and responsibilities.

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.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**

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



**RICHARD TRUJILLO
CITY MANAGER**

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

**H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**POLICE CHIEF
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 21st day of December, 2016 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and Juan Montano, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the Police Chief for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the Police Chief be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on January 1, 2016, subject to the Termination Clause (item 8), and will continue up to December 31, 2017.

2. DUTIES AND AUTHORITY:

Employer agrees to employ Juan Montano as Police Chief and the Employee agrees to perform the functions and duties specified in this contract, the job description for the Police Chief, and the relevant provisions of the Charter of the City of Las Vegas.

3. COMPENSATION:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$71,094.00 for the payable in installments at the same time that the other management employees of the Employer are paid.

B. As long as the Police Chief effectively performs his job, it is the City's intent to give financial consideration to provide the Police Chief with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. VEHICLE:

The Employee may have the use of a City owned and maintained vehicle for City related purposes.

The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.

The Employer shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.

8. TERMINATION:

The Employee understands and agrees that he serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that he may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours he has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

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

15. Entire Agreement.

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

16. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurulé-Girón
Mayor of the City of Las Vegas

ATTEST:

City Clerk of the City of Las Vegas

EMPLOYEE/POLICE CHIEF

Juan Montano

CITY COUNCIL MEETING AGENDA REQUEST

DATE:12/12/16

DEPT: Executive

MEETING DATE: 12/21/16

ITEM/TOPIC: City Clerk's Professional Service Contract

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of City Clerk's Professional Service Contract.

BACKGROUND/RATIONALE: City Clerk, Casandra Fresquez' Professional Service contract is up for renewal. In accordance with the City of Las Vegas, New Mexico Municipal Charter Article V, Section 5.05 C. The Mayor shall appoint the City Clerk, subject to Council approval. The Governing Body shall enter into a contract with the city clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities.

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.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULÉ-GIRÓN
MAYOR**

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



**RICHARD TRUJILLO
CITY MANAGER**

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

**H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**

**CITY CLERK
PROFESSIONAL SERVICE CONTRACT**

THIS CONTRACT, made and entered into this 21st day of December, 2016 by and between the City of Las Vegas, a municipal corporation (hereinafter called "Employer" or the "City") and Casandra Fresquez, (hereinafter called "Employee"):

WHEREAS, pursuant to the City Charter, the Employee has been appointed as the City Clerk for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

WHEREAS, the City Charter requires that the City Clerk be hired by way of a contract which shall establish, among other matters, compensation, benefits, duties and responsibilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

This Contract shall begin on January 1, 2017, subject to the Termination Clause (item 8), and will continue up to December 31, 2017.

2. DUTIES AND AUTHORITY:

Employer agrees to employ Casandra Fresquez as City Clerk and the Employee agrees to perform the functions and duties specified in this contract, the job description for the City Clerk, and the relevant provisions of the Charter of the City of Las Vegas.

3. COMPENSATION:

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$68,411.00 payable in installments at the same time that the other management employees of the Employer are paid.

B. As long as the City Clerk effectively performs her job, it is the City's intent to give financial consideration to provide the City Clerk with increased compensation, as merited. Employee evaluations shall be performed annually. Increases may be in the amount from 1% to 5% per year depending on evaluations and what money is available.

4. INSURANCE BENEFITS:

The Employer agrees to provide and pay the same city portions of the insurance benefits which are provided to all other employees of the City.

5. VACATION, SICK, AND MILITARY LEAVE:

The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. VEHICLE:

The Employee may have the use of a City owned and maintained vehicle for City related purposes.

The Employer agrees to enroll the Employee into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees receive.

7. GENERAL BUSINESS EXPENSES:

The Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the employer determines that these expenses are necessary for the Employee's professional participation and for the good of the Employer.

The Employer shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication. All phone records will be considered public records.

8. TERMINATION:

The Employee understands and agrees that she serves at the will of the Governing Body of the City of Las Vegas pursuant to the terms of the City Charter and that she may be suspended or removed with or without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body. Should the Employee be terminated as outlined herein, then this Contract shall immediately become null and void.

If terminated, the Employee shall be entitled to receive pay for the hours she has worked to the point of termination, as well as for all accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Employee shall have no right to severance pay.

9. RESIGNATION:

In the event that Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 14 days notice in writing. The Employee is entitled to accrued annual leave in accordance with the Personnel Ordinance.

10. SEVERABILITY:

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision.

11. HOURS OF WORK:

The Employee shall work a minimum of 40 hours per week plus be available for City needs (as identified and determined by the City Manager) outside the regular business hours without additional compensation.

12. INSURANCE COVERAGE:

Employer shall maintain liability insurance under its existing policies for claims arising out of an alleged act or omission occurring in the performance of Employee's duties during his employment tenure and for at least 2 years after the termination of this Contract, or the term of the litigation, whichever is longer.

13. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No other person(s) shall have any right, benefit or obligation hereunder.

14. Law That Applies.

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

15. Entire Agreement.

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

16. No Waiver.

No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Approved by the Governing Body on _____, _____.

Tonita Gurulé-Girón
Mayor of the City of Las Vegas

ATTEST:

EMPLOYEE/CITY CLERK

City Clerk of the City of Las Vegas

Casandra Fresquez