



**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 20, 2017–Wednesday– 6:00 p.m.  
City Council Chambers  
1700 N. Grand Avenue**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (November 8<sup>th</sup>, November 14<sup>th</sup> and November 30<sup>th</sup>, 2017)**
- 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**

David A. Ulibarri Jr.  
Councilor, Ward 1

Vince Howell  
Councilor, Ward 2

Barbara Casey  
Councilor, Ward 3

David L. Romero  
Councilor, Ward 4

## **XII. BUSINESS ITEMS**

1. Approval/Disapproval of Resolution 17-46 Budget Adjustment Resolution.

***Ann Marie Gallegos, Finance Director*** The City of Las Vegas is requesting increases to the FY2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2018 Budget.

2. Conduct a Public Hearing and Approval/Disapproval of application requesting a transfer of ownership for Murphy Oil USA, Inc. DBA Murphy Express #8709 located at 2607 7<sup>th</sup> Street, Las Vegas, NM, License #0837.

***Casandra Fresquez, City Clerk*** A transfer of ownership for liquor license was submitted by Murphy Oil USA, INC. for 2607 7<sup>th</sup> Street. The current owner of the license is HSLC Licenses, LLC at 2607 7<sup>th</sup> Street, DBA Las Vegas Conoco Express.

3. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 17-11 to enter into a loan agreement with the New Mexico Environment Department.

***Maria Gilvarry, Utilities Director*** This loan is for the purpose of obtaining project loan funding for the Waste Water treatment plant lift stations. The principal loan amount is \$350,000 and the subsidy grant fund amount is \$100,000 for a total funded amount of \$450,000.

4. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 17-12 amending water conservation ordinance.

***Maria Gilvarry, Utilities Director*** Amendment of water conservation Ordinance 440-26 to add small personal food gardens to the exceptions in the ordinance.

5. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 17-15, amendment to the Official Zoning Map for property.

***Maria Perea, Planning & Zoning Coordinator*** Matias Jr. & Consuelo F. (aka Francille C.) Martinez, owners of Parcel B-2 located behind 300 South Grand Avenue, Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on November 27, 2017. Mr. & Mrs. Martinez are requesting that said property be re-zoned from the present C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone). The applicant's intent is to have property taxes lowered on said lots.

6. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 17-16, amendment to the Official Zoning Map for property.

*Maria Perea, Planning & Zoning Coordinator* Matias Jr. & Consuelo F. Martinez, owners of a residence known as 296 South Grand Avenue, Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on November 27, 2017. Mr. & Mrs. Martinez are requesting that said property be re-zoned from the present C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone). The applicant's intent is to have the family residence rezoned to lower the property taxes. Property has been utilized as the owner's primary residence for over 50 years.

7. Approval/Disapproval to award RFP #2018-10 for Emergency Services to Superior Ambulance and enter into negotiations.

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

### **XIII. COUNCILORS' REPORTS**

### **XIV. 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.**

### **XV. ADJOURN**

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

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

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



**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING  
HELD ON WEDNESDAY, NOVEMBER 8, 2017 AT 5:30 P.M. IN THE CITY COUNCIL  
CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

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

**ALSO PRESENT:** Richard Trujillo, City Manager  
Casandra Fresquez, City Clerk  
Corinna Laszlo-Henry, City Attorney  
Juan Gonzales, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor David L. Romero asked for a moment of silence for prayers and thoughts for the victims and families of the South Texas church shooting.

**APPROVAL OF AGENDA**

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

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

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

**PUBLIC INPUT**

Ms. Cordia Sammeth thanked the City for the successful Boofest event and how they made everyone feel safe and welcomed. Ms. Sammeth spoke about the importance of food security; she encouraged local gardeners and stated that personal gardens might be what we have to depend on due to climate change. Ms. Sammeth advised she was happy to see the water conservation ordinance regarding the exemption for watering personal gardens due to some not being able to afford to pay the fines. Ms. Sammeth asked Mayor and Council to please consider the amendment to the water conservation ordinance.

**Discussion Items**

1. Resolution 17-43 Budget Adjustment Resolution.

Finance Director Ann Marie Gallegos advised that The City of Las Vegas was requesting increases to the FY2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2018 Budget.

Finance Director Gallegos spoke about finalizing grants that came in after the final budget was approved. Finance Director Ann Marie Gallegos advised there were a few different funds that they were requesting money for to use towards engineering services, maintenance, renovations, roofing and other repairs.

Mayor and Council had various questions and concerns regarding the different funds and types of services that would be taking place.

Finance Director Gallegos and Utilities Director Maria Gilvarry answered all the questions and concerns.

Councilor Casey asked what was meant by propane back up.

Utilities Director Gilvarry advised it was the Peak Shaving Plant which was a propane back up facility that was non-operational and could not be brought back into service without spending a large amount of money and stated there had not been a need for it. She advised that they were looking at paying a company to safely remove the propane, dismantle and decommission the system.

Mayor Gurulé-Girón asked what would happen to the propane and if it could be donated to people throughout town. Mayor Tonita Gurulé-Girón also advised she wanted to know about the entire process of the disposal or removal of the propane and wanted to make sure if they sell it, the funds would go back into the general fund and if they dispose of it, wanted to know who it went to.

Utilities Director Maria Gilvarry addressed all the questions and concerns.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

2. Resolution No. 17-40 assigning official representatives and signatory authority for the CWSRF 071 loan agreement with the New Mexico Environmental Department.

Utilities Director Gilvarry advised that this resolution was required by the funding agency to assign representatives and signatory authority for the loan agreement.

Utilities Director Gilvarry spoke about requesting authorization for the resolution to allow them to designate certain city officials for signatory authority for the CWSRF Clean Water loan and added that the funding agency required designation of who would be signatory authority. Utilities Director Gilvarry advised that the

changes on the Resolution requested by NMED included the designation for the Mayor to sign the loan agreement and promissory note.

Mayor Gurulé-Girón asked if she would be added to the signatory card.

Utilities Director Gilvarry advised that it was not required because of her position and the signatory card was required specifically for authorizing officers which were the City Manager, Finance Director and those who could sign for reimbursement.

Mayor Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

### 3. Installation of high speed pumps at the water treatment filter plant.

Utilities Director Gilvarry advised that this project was for the upgrade and replacement of electrical and mechanical components for four high service pumps at the water treatment plant. She added that these new components would bring the system into compliance with current industry standards and allows for continued delivery of fresh drinking water into the distribution system and provides adequate pressure to the City's fire hydrants and that the current system was aged and had received little modification since the installation in 1978-1980.

Utilities Director Gilvarry spoke about requesting approval on a project to install and replace a high speed pump, the electrical equipment and the mechanical components at the water treatment plant. Ms. Gilvarry advised the Water Treatment Plant Manager Don Cole would discuss the age, history, condition, some hindrances to maintaining the pumps and the benefits of replacing the pumps.

Water Treatment Plant Manager Cole advised that the high service pumps were a pivot point in the water treatment system and advised they were at the final stage of creating drinking water and then putting it into the system. He advised that the tanks were located in the oldest building on the water treatment plant

campus; they were the original pumps which were about forty years old and were made by a company that no longer makes that type of pump. Water Treatment Plant Manager Cole informed that they were proposing to replace all the electrical equipment that supply power to all four high service pumps and then replace one of the pumps this year. He stated that they would replace the rest of the pumps in subsequent years so they would not all have the same life cycle, ending at the same time.

Councilor Ulibarri, Jr. asked if the company that sells the pumps gave a warranty or a life expectancy and if it was a brand name company in case they needed to order parts or have them fix the pumps.

Utilities Director Gilvarry advised that Alpha Southwest was the contractor who would be installing the equipment and providing modern up to date pumps which would be repairable and warranted.

Water Treatment Plant Manager Don Cole advised the life expectancy for that type of pump should be about twenty years.

Councilor Howell asked if this project was on the priority list and if they had a list of the priorities.

Utilities Director Maria Gilvarry advised that this project was on the list and that they had given Mayor and the Governing body a list of the priorities.

Mayor Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

4. Publication of Ordinance No. 17-11 to enter into a loan agreement with the New Mexico Environmental Department.

Utilities Director Gilvarry advised that this loan was for the purpose of obtaining project loan funding for the Waste Water Treatment plant lift stations and added that the principal loan amount was \$350,000 and the subsidy grant fund amount was \$100,000 for a total funded amount of \$450,000.

Utilities Director Gilvarry spoke about publishing the ordinance that would authorize the City to enter into a loan agreement for CWSRF 071, for a grant loan for \$450,000 that would allow the Waste Water Treatment Plant to move forward with the rehabilitation of three lift stations that have exceeded their life span. She advised that when lift stations fail they stop pumping sewage water and start to fill up in the vaults and added that with the funds at a zero percent interest they would be able to rehabilitate all three lift stations.

Mayor Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

5. Publication of Ordinance No. 17-12 Amending Water Conservation Ordinance.

Utilities Director Gilvarry advised that this was a Water Conservation Amendment of Ordinance 440-26, to add small personal food gardens to the exception on the ordinance.

Utilities Director Gilvarry spoke about requesting to publish the amendment to the water conservation ordinance and stated that the amendment they were requesting was to add an exemption that allows residents with a 200 hundred square foot or less, personal food garden that would allow them to water their food gardens and would not fall under the restrictions of the water conservation ordinance. She advised that the approximate usage of water for a 200 hundred square foot garden was about 125 gallons per week during the growing season, and stated that if one hundred people started a 200 square foot garden it would be equivalent to eight homes and their water consumption over the year.

Councilor Howell had concerns regarding the amount of water used by local gardeners and asked if they would be penalized due to the conservation.

Utilities Director Gilvarry advised there was an average of about 125 gallons and that it could be more or less, depending on the type of vegetation they had and stated that residents would follow the same rules and regulations as everyone

else. She informed that it was a tiered rate structure so if they did move up to a higher tier at that time they would pay more per gallon.

Mayor Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

**EXECUTIVE SESSION**

City Attorney Corinna Laszlo-Henry advised there was a need for executive session pertaining to threatened or pending litigations.

Councilor Howell made a motion to go into Executive Session to discuss 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 New Mexico Open Meetings Act, NMSA 1978. 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	Barbara Casey	YES
Vincent Howell	YES	David L. Romero	YES

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

**RECONVENE INTO REGULAR SESSION**

Councilor Casey made a motion to reconvene into regular session after being in executive session to discuss matters subject to the attorney client privilege pertaining to threatened or pending litigations in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of New Mexico Open Meetings Act, NMSA 1978. During executive session, no decisions were made and no votes were taken. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

**ADJOURN**

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

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

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

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Mayor Tonita Gurulé-Girón

ATTEST:

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Casandra Fresquez, City Clerk



**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON TUESDAY, NOVEMBER 14, 2017 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

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

**ALSO PRESENT:** Richard Trujillo, City Manager  
Casandra Fresquez, City Clerk  
Corinna Laszlo-Henry, City Attorney  
Chris Lopez, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Romero asked for a moment of silence in honor of all our Veterans.

**APPROVAL OF AGENDA**

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

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

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

**APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the minutes for October 11<sup>th</sup> and October 16<sup>th</sup>, 2017 as amended (corrections sent to City Clerk). Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

**MAYOR’S APPOINTMENTS/REPORTS**

Mayor Gurulé-Girón advised that there were no reports at this time and stated that appointments did not have to be made at this time due to committees remaining the same.

**MAYOR’S RECOGNITIONS/PROCLAMATIONS**

City Clerk Fresquez read a proclamation on behalf of Mayor Tonita Gurulé-Girón along with members of the Governing Body honoring the late Mayor Tony Martinez, Jr. who had passed away on October 31<sup>st</sup>, 2017, proclaiming November 14, 2017 as “Mayor Tony Martinez, Jr. Day in the City of Las Vegas”.

Mayor Gurulé-Girón presented the proclamation to Anthony Martinez, son of Mayor Tony Martinez, Jr., thanked him for being there and stated that Tony was very well liked and respected by the community and was also a good friend.

Mr. Martinez thanked everyone for the honor, on behalf of his father.

## **PUBLIC INPUT**

Lorenzo Flores briefly spoke regarding several funding issues for projects within the City of Las Vegas brought on from the previous administration and criticized Councilors Howell, Casey and Romero for not addressing many issues in helping the City's youth, jobs, housing issues and the lack of economic development in the City. Mr. Flores stated that the focus should be on moving the City forward and he informed that the recall for Councilor Casey was still in process.

Wid Slick informed that Las Vegas won the national contest for the "Best Historic Preservation Towns in America" and informed that in order to win, Las Vegas advertised in Albuquerque by way of social media and publicity using billboards, digital billboards, ads on smart phones and three TV stations. Mr. Slick advised that it was important for Las Vegas to make known to the City of Albuquerque that the City of Las Vegas won for the "Best Historic Preservation Town in America" resulting in having many visitors from Albuquerque in the next year.

Yolanda Cruz spoke on the issues in our community regarding alcohol and opioid addiction and advised she had worked with the County jail and District Attorney's office in assisting people to seek treatment and hoped that the upcoming presentation would be well received, as it was at the recent County Commission Meeting and thanked the Governing Body for putting the community first.

Bob Pearson spoke in detail explaining what refugees are and their needs and advised that they had a new resolution with material added so that hopefully it would clarify some points that proved problematic in the past and that they hoped to persuade the Governing Body to pass a resolution to welcome refugees. Mr. Pearson expressed that we should stand in solidarity with those cities which were able to resettle refugees and that it was getting more difficult due to new restrictions being imposed by President Trump, regarding refugees. Mr. Pearson stated that it was our job to urge our Legislatures and our Governments at the local, State and Federal level to do more to welcome refugees.

Carrol Pearson read two stories on the subject of the cruel treatment of refugees and hoped that the Governing body would remember them at the time of reconsidering the refugee resolution. Mrs. Pearson asked for the support of Council members in other parts of New Mexico who have the ability to welcome

refugees and explained why refugees and their families were fleeing their countries. Mrs. Pearson advised that it was important to stand in solidarity with those in our state who have the ability, courage and sense of justice to accept and welcome refugees from the terror in their countries and asked Council to please remember these stories when reconsidering the new refugee resolution.

## **PRESENTATIONS**

Presentation by Matthew McCarley of Fears Nachawati Law Firm and Matthew Daniel of the Ferrer, Poirot, Wansbrough Law Firm, and former DEA agent, Jonathan Novak, on national lawsuit against the pharmaceutical companies that distribute opioids. Mr. Daniel informed that they would speak on the opioid epidemic in Las Vegas. The presentation overview included:

- Opioid Painkiller
- Prescribed Opioids
- Opioid Addiction Impact
- Death due to Opioid Overdose
- Likelihood of Addiction
- Prescription Opioid Sales & Deaths (1999-2013)
- Oxycodone consumption 2015
- Distributors and Drugstores
- Drug Manufacturer of Opioids (2016 Revenues)

*A complete copy of presentation information may be obtained at City of Las Vegas City Clerk's Office.*

Matthew McCarley advised that they were there to encourage the City to take action to join in litigation against the protection of manufacturers and distributors of opioids and to hold them accountable for their roles in creating the current opioid epidemic and informed that the San Miguel County was going to be involved in doing so.

City Attorney Corinna Laszlo-Henry agreed that Las Vegas had been hit very hard with the opioid addiction and stated that if this was something that Council would like to consider, her department could prepare an RFP that would be similar to the standard retainer agreement that the County was using and would advertise to the public to acquire a qualified firm.

Councilor Casey asked if the preparation for approval process used with Mora County could be explained.

Mr. McCarley advised that they did not necessarily agree with the way Mora County handled the process and stated that every county had its own cases and should be looked upon their own merits. Mr. McCarley informed that they would be working with the New Mexico State Attorney General's Office which would be more effective together than separate.

Councilor Howell stated that he felt that something should be done in the City and County, however felt more clarification on the process was needed.

Mr. McCarley informed that he had detailed information on the process to provide the Governing Body.

Discussion took place regarding the process and steps taken before moving forward with this agreement.

Councilor Howell asked what the benefits were to the community if the firms would win the litigation.

Mr. McCarley informed that in tobacco litigation millions of dollars had been set aside for education and the same would take place regarding drugs and explained that the most important benefit from the litigation action would be educating the community, especially our youth.

Short discussion took place regarding the timeline of the process of litigation.

Mayor Gurulé-Girón asked City Attorney Laszlo-Henry to prepare a presentation regarding the pros and cons of the litigation and also a timeline schedule no later than January.

City Attorney Laszlo-Henry advised that she thought it was a contingency agreement and would be low risk for the City and that it should be up to the Governing Body as to how to designate any potential recovery to address the needs of the community.

## **CITY MANAGER'S REPORT**

City Manager Trujillo reported on various accomplishments that had been discussed at the City Retreat and advised they had been working with Parks, Streets and maintenance crews to maintain the beauty of our parks and would be leaving the Christmas lights throughout the year which had been well received by the community.

City Manager Trujillo reported that the City was also continuing to be responsible regarding water conservation and would continue due to experiencing the extended drought. He added that they would be working on investigating water leaks and closely working with customers for possible leaks in homes and businesses.

City Manager Trujillo advised that the City had conducted a quarterly community clean-up program with the help of volunteers and have collaborated with the Hermit's Peak Watershed Alliance on cleaning the river walk, various parks and medians.

City Manager Trujillo informed that they were filling potholes every Tuesday and Thursday and that every ward had been addressed and added that Luv's Truck Stop would be breaking ground at the end of the month, bringing in jobs and tourists to the City.

City Manager Trujillo reported that the City was working with MainStreet to improve streets and buildings and would be moving forward with a Vacant Building Ordinance. He added that they were working with the Entrepreneur program in creating small businesses and also doing the best that they could in regards to working with non-profit organizations. City Manager Trujillo informed of a decorating competition previously held for businesses at the time of the Boo Fest and gave the winner free advertisement on the City's Reader Board for helping promote Las Vegas. He advised that events would continue and spoke of the success of the "Salute to our Troops" event which would be held annually.

City Manager Trujillo informed that the City was looking into reducing the complexity of business regulations regarding starting a business and knew the challenges would be there when the City lost its Building Inspector last year. He informed that they had commitments from CID and the Fire Marshall's Office in moving forward with permits and licenses and making it easier on the customer

as recommended by Mayor and Council. He commended the Community Development staff as well as Planning and Zoning Coordinator Maria Perea for her hard work in taking on the job of helping the community in explaining the process of obtaining permits and licensing and praised her for the amount of permits and licensing she had generated for the City.

City Manager Trujillo reported that a Municipal Airport Committee had been created as recommended by Councilor Howell and added that they were including them with different funding that have been applied for and listening to their recommendations.

City Manager Trujillo advised that they were establishing a group of community stakeholders to work with City Manager and Department Directors to implement strategies, critical situations and to accomplish the objectives such as flooding and advised that they had been working closely with the San Miguel County Public Works and had previously worked with them during the last flooding situation.

City Manager Trujillo informed that a Symposium was held with the City of Las Vegas, San Miguel County, Alta Vista Regional Hospital, the schools and other representatives to consolidate resources with much success. He advised that they were working with San Miguel County on an MOU to address the drug issues, to obtain funding from the County for our senior citizens and stated how important it was to make sure we help our schools in whatever they were promoting. He advised that this symposium helped in bringing the attention to many issues that need to be addressed to improve our community.

City Manager Trujillo reported that they were also working with the County on a joint agreement regarding ambulance services for less cost and also for a training center for our Fire Fighters and First Responders. He informed that the City needed to improve the financial condition of City Government, identify GRT and make sure outside contractors working in Las Vegas pay the City's tax. City Manager Trujillo stated that it was important to identify strategies to sustain currently funded programs that may be jeopardized from declining general fund revenues and added that he was alarmed by the amount that the City pays for insurance coverage, which affects the General Fund.

City Manager Trujillo felt that addressing safety issues should be more aggressive and they would be bringing the City's safety manual to Mayor and Council for amendments that would be followed by all departments to hopefully decrease amounts to insurance coverage. He asked Directors to create an emergency operation plans for their departments (buildings), to identify problems early and avoid higher costs from General Fund.

City Manager Trujillo reported that they were working on revenues for the Enterprise Fund by utilizing a leak survey company identifying leaks and informed that they had already repaired thirteen leaks. He advised that they were establishing stronger collaboration with community organizations to promote positive behavior including culture, customer service both in the business and government.

City Manager Trujillo stated that they were addressing the transparency issue by working with the IT department stating that they implemented a program called the "Help Desk" which generates a work order that goes directly to Public Works Department from a Smart phone. He informed of the Mobile 311 feature that the IT department was implementing which would also be available on a Smart phone app and that it would manage Municipal work orders now being used by the Water and Parks Departments. City Manager Trujillo added that the City was in the process of transitioning from Microsoft Office to Zia Link email hosting of G-Suite that would simplify the City's email domain, also resolving many issues with email messaging. He advised that taking place was also intranet design program, infrastructure improvements (transition from previous Motorola canopy to air fiber), website improvements regarding transparency, live streaming of City Council meetings. He stated that he was very proud of the steps that the IT department had taken in being in tune with new technology.

City Manager Trujillo stated that Media Arts Coordinator Virginia Marrujo had helped the City of Las Vegas move forward with advertising and advised that a New Mexico True issue would feature a two page event spread, and also they were currently working on placing billboards on the interstate, north and south and added that the Community Development Department continued to work on marketing the City of Las Vegas.



City Manager Trujillo advised that establishing another follow-up of Symposium would be taking place soon. He informed that the drug problem in the City of Las Vegas needed to be addressed with the help of Commander Chris Lopez and would continue to have public meetings to discuss solving drug problems, treatment and outpatient programs that would benefit our community. City Manager Trujillo commended the City's Department Directors and all City employees for their pride and efforts in improving the City of Las Vegas.

Mayor Gurulé-Girón thanked City Manager Trujillo and all City staff for their efforts in moving the City forward.

### **FINANCE REPORT**

Finance Director Ann Marie Gallegos presented the Finance Report for the month ending, October 31, 2017, reporting 31% revenue for the General Fund and added that the departments have maintained expenses and expenditures were at 29%.

Finance Director Gallegos reported the Recreation Department revenue at 28% and expenditures at 29% and stated that concession stands and fees at YABL games have been added to help increase revenue.

Finance Director Gallegos advised that the Enterprise Funds revenue was at 28% and added that gas revenues would be coming in with the colder months and reported that the expenditure total was 26%.

Councilor Howell asked if there were any updates regarding the Hold Harmless Tax.

Finance Director Gallegos advised that she and City Manager Trujillo had attended seminars given by the New Mexico Tax and Revenue Department and she would be attending budget workshops that would hopefully have Hold Harmless updates although stated that it would be up to the City to maintain that percentage and calculate the Hold Harmless Tax and she would continue to try to get that information.

Councilor Howell asked if the water revenues had seen an increase due to receiving a lot of moisture this year.

Finance Director Gallegos informed that there was an increase during the summer months and informed that there had been some changes in the Enterprise Funds and would see an increase in the spring months.

Mayor Gurulé-Girón asked questions regarding the changes in the Enterprise Funds.

Finance Director Gallegos advised that its pertaining to the water usage allowance.

City Manager Trujillo advised that they would revisit rates and would have a consultant review rates. He stated that they would try to get people to use more water and that we had storage although not seeing the consumption. City Manager Trujillo informed that due to already being billed at a certain amount and anything above that would cause one to get penalized, he would look into having the consultant possibly raise the limit.

Finance Director Gallegos advised Council that she had included the DFA report which included revenues, expenditures and cash balances and advised them to contact her if they had any questions.

Councilor Howell asked if Lodger's Tax had experienced an increase.

Finance Director Gallegos informed that it was slightly higher due to previous events (4<sup>th</sup> of July Fiestas and Rough Rider Motorcycle Rally).

Councilor Howell asked if there were any plans for the City to collaborate with Marshall Poole AWC Director to improve the Animal Shelter and added they had infrastructure issues that needed to be addressed.

City Manager Trujillo advised that they would be working with Grant Writer Robert Archuleta to start looking for funding to improve the AWC and by collaborating with them; they should be able to identify some funding sources.

## **CONSENT AGENDA**

City Clerk Fresquez read the Consent Agenda as follows:

**1. Approval of Resolution 17-43 Budget Adjustment Resolution.**

**Resolution 17-43 was presented as follows:**

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION 17-43  
FISCAL YEAR 2017-2018  
BUDGET ADJUSTMENT REQUEST

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2017-2018; and

**WHEREAS**, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2017-2018 fiscal year budget; to include an increase of \$52,000 for Economic Development, \$5,310 for Veterans Memorial Fund, \$211,750 in Legislative Appropriations for Senior Ctr Vehicles, \$24,750 in Historic Preservation Grant, \$264,490 for Housing Capital Fund Program 2016, \$100,000 for Building Improvements in Street Improvement and \$884,250 in Gas Construction Projects and a decrease of \$25,510 in the Housing Capital Fund Program.

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2017-2018;

**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 budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 14th day of November, 2017.

\_\_\_\_\_  
Tonita Gurule-Giron, Mayor

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Corrina Lazlo-Henry, City Attorney

**2. Approval of Resolution No. 17-40 assigning official representatives and signatory authority for the CWSRF 071 loan agreement with the New Mexico Environment Department.**

Resolution 17-40 was presented as follows:

**CITY OF LAS VEGAS  
RESOLUTION NO. 17-40**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S), SIGNATORY AUTHORITY(S), AND AGENT(S)**

**WHEREAS**, the Governing Body of the City of Las Vegas of San Miguel County of the State of New Mexico shall enter into a loan agreement with the State of New Mexico Environment Department and;

**WHEREAS**, the City Municipal Charter as adopted March 2, 2012 provides for powers and duties of official City representatives related to succession and;

**WHEREAS**, the agreement is identified as Project Number CWSRF 071.

**NOW, THEREFORE, BE IT RESOLVED** by the named applicant that:

Mayor Tonita Gurulé-Girón or her successor is authorized to sign the loan agreement and promissory note for this project, and

City Manager Richard Trujillo and / or Finance Director Ann Marie Gallegos or successors are the **AUTHORIZED OFFICER** who are authorized to sign all other documents necessary to fulfill the loan agreement and the promissory note requirements and to act as the project contact, and

City Manager Richard Trujillo and / or Finance Director Ann Marie Gallegos or successors are the **SIGNATORY AUTHORITY** who are authorized to sign reimbursement requests for this project.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Tonita Gurulé-Girón

**ATTEST:**

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

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Corinna Laszlo-Henry, City Attorney

**Project Name** City of Las Vegas

**Project No.** CWSRF 071

<b>Authorized Officer(s)</b>	
Name	Richard Trujillo, City Manager
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	jmoney@ci.las-vegas.nm.us
Phone	505-454-1401
Name	Ann Marie Gallegos, Finance Director
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	amgallegos@ci.las-vegas.nm.us
Phone	505-454-1401
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

<b>Authorized Agent(s) or Employee(s) for reimbursement requests</b>	
Name	Richard Trujillo, City Manager
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	jmoney@ci.las-vegas.nm.us
Phone	505-454-1401
Name	Ann Marie Gallegos, Finance Director
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	amgallegos@ci.las-vegas.nm.us
Phone	505-454-1401
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

Name	
Title	
Signature	
Address	
E-mail	
Phone	

Name	
Title	
Signature	
Address	
E-mail	
Phone	

3. Approval of installation of high speed pumps at the water treatment filter plant.

4. Approval to publish Ordinance No. 17-11 to enter into a loan agreement with the New Mexico Environment Department.

5. Approval to publish Ordinance No. 17-12 amending Water Conservation Ordinance.

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

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

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

**BUSINESS ITEMS**

1. Approval/Disapproval of Las Vegas Police Officer’s Association (LVPOA) Lodge No. 20 Collective Bargaining Agreement.

Police Commander Chris Lopez advised that he was requesting the approval of changes to LVPOA Lodge No. 20 Collective Bargaining Agreement and added that there was only one change to the contract, which was giving the Officers the ability to write a letter to request the removal of a documented verbal reprimand.

Mayor Gurulé-Girón asked if City Attorney Laszlo-Henry and City Manager Trujillo took part in negotiations.

Commander Lopez advised that City Attorney Laszlo-Henry was part of the management team and informed that City Manager Trujillo had worked with the Police Department as well.

Councilor Howell asked for clarification on the amendment on the agreement.

Commander Lopez explained that the Officer could make the request to remove the document if there had not been similar infractions within a year's time and if he is able to do so, he would be able to submit a letter asking that the document be removed.

Mayor Gurulé-Girón asked if the document was a reprimand.

Commander Lopez informed that it was a documented verbal counseling, at the most minor level.

Councilor Howell asked who would make the approval to remove the document.

Commander Lopez explained that after reviewing their personnel file for any other infractions, the Commanding Officer and City of Las Vegas Human Resource Department would remove the document.

Discussion took place regarding the difference between a warning and a reprimand.

Commander Lopez explained that written in the contract and policies are: a verbal reprimand-lower level than a written reprimand. City Manager Trujillo explained that the verbal reprimand would be used for minor infractions (1<sup>st</sup> Offense)

Brief discussion took place on the process taken for disciplinary action or evaluations, if the documentation is removed.

Councilor Howell made a motion to approve of Las Vegas Police Officer's Association (LVPOA) Lodge No. 20 Collective Bargaining 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	Abstain	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 Resolution #17-15 Adopting the updated City of Las Vegas Meadow City Express-Zero Tolerance Substance Abuse Policy.

Community Services Director Pamela Marrujo advised that the Meadow City Express is updating their current policy to reflect updated regulations required by the Federal Transit Administration (FTA) of the US Department of Transportation and added that the red line version of the policy was also included for Council.

Councilor Casey thanked Ms. Marrujo for providing the red line version of the policy which simplified the review.

Councilor Casey made a motion to approve Resolution #17-15 adopting the updated City of Las Vegas Meadow City Express-Zero Tolerance Substance Abuse Policy. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
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 accept revised contract for E-911 Grant.

Commander Chris Lopez advised that the Las Vegas Police Department respectfully requests permission to ask for a budget decrease of \$21,500.00 for the Department of public Safety's contract with ISC for maintenance. Commander Lopez advised that he was asked by Bill Rains from DFA for a change in the contract, a decrease of \$21,500.00, and stated that the Police Department was the fiscal agent for this grant however the County and DPS- District II State Police



also utilize funding from the grant. Commander Lopez explained that the grant funds seven dispatchers at State Police although were decreasing to four dispatchers and stated that DPS approved the decrease.

Councilor Howell asked if this decrease would affect any issues that the City would have.

Commander Lopez stated that it would not affect our dispatch center and the only way it involved the Police Department was being part of the grant.

Councilor Howell made a motion to approve to accept revised contract for E-911 Grant. Councilor Casey 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
Vincent Howell	Yes	Barbara A. Casey	Yes

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

#### 4. Approval/Disapproval of Resolution No. 17-44, 2018 Election Resolution (English and Spanish).

City Clerk Casandra Fresquez advised that as per State Statute §3-8-26, An Election Resolution must be adopted by the Governing Body between 112-84 days prior to an election.

City Clerk Fresquez advised this resolution called for the 2018 election and that this year the date of election was scheduled for March 6, 2018. She informed that the resolution listed particular dates of the 2018 election and advised that the elective offices of Ward 1, Ward 4 and Municipal Judge were all 4 year terms.

City Clerk Fresquez advised that they would have the consolidated precincts which were Robertson High School and West Las Vegas High School Gymnasiums to be utilized by all registered voters, whichever location they chose. She informed that absentee voting would begin on January 30, 2018 and would also begin mailing out absentee ballots on that day. City Clerk Fresquez advised that early voting would start on February 14, 2018 and that City Offices would be open

on Saturday, February 24, 2018, 8:00-5:00 (open through the lunch hour); available for early voters who could not make it in on the weekday and stated that early voting would close on March 2, 2018.

City Clerk Fresquez advised that the declaration of candidacy was set for January 9, 2017 from 8:00-5:00 for those interested in running for any of the offices.

Councilor Howell asked City Clerk Fresquez if they would be able to provide district maps for 1 and 4, for individuals who were not sure what district they were in.

City Clerk Fresquez advised that they would provide that and added that she and the Deputy Clerk were working to include the entire district map as part of the election packets.

Councilor Casey requested from City Clerk Fresquez, the Spanish version of the 2018 Election Resolution.

Councilor Ulibarri, Jr. asked if early voting would take place every Saturday.

City Clerk Fresquez advised that it would only be Saturday, February 24, 2017.

Councilor Casey made a motion to approve of Resolution No. 17-44, 2018 Election Resolution (English and Spanish).

Resolution 17-44 was presented as follows:

**ELECTION RESOLUTION**

**CITY OF LAS VEGAS**

**Resolution No. 17-44**

Be it resolved by the governing body of the City of Las Vegas that:

- A. A regular municipal election for the election of municipal officers shall be held on March 6, 2018. Polls will open at 7:00 A.M and close 7:00 P.M.
- B. At the regular municipal election, persons shall be elected to fill the following elective offices:

1. Ward 1 – One, (1) Councilor for a four (4) year term.

Ward 4 – One, (1) Councilor for a four (4) year term.

2. One (1) Municipal Judge for a four (4) year term.

C. In accordance with NMSA 1978 §3-8-10, the following precincts are consolidated for the regular municipal election:

CP01: Consists of precincts 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11

D. The following locations are designated as polling places for the conduct of the regular municipal election:

1. Robertson High School Michael Marr Gymnasium, 1238 4<sup>th</sup> Street
2. West Las Vegas “Gillie Lopez” Gymnasium, 157 Moreno Street

E. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., March 2, 2018. After 5:00 p.m. on March 2, 2018, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voters’ immediate family, or by the caregiver of the voter, until 7:00 p.m. on March 6, 2018.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, January 30, 2018 and closing at 5:00 p.m. on March 2, 2018.

Early Voting. Early voting on paper ballots counted by electronic vote tabulator will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Wednesday, February 14, 2018 and closing at 5:00 p.m. on Friday, March 2, 2018. The City Clerk’s Office will also be open on Saturday, February 24, 2018 between the hours of 8:00 a.m. and 5:00 p.m.

F. Persons desiring to register at the regular municipal election must register with the County Clerk of San Miguel County not later than Tuesday, February 6, 2018 at 5:00 p.m., the date on which the County Clerk will close registration books.

- G. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 9, 2018 between the hours of 8:00 A.M. and 5:00 P.M.
- H. The casting of votes by qualified electors shall be recorded on electronic tabulators.

**ADOPTED AND APPROVED THIS 14th day of November, 2017.**

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Mayor Tonita Gurulé-Girón

ATTEST:

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Casandra Fresquez, City Clerk

**RESOLUCIÓN DE ELECCIÓN**

**CIUDAD DE LAS VEGAS**

**Resolución núm. 17-44**

Sea resuelto por el cuerpo gobernante de Las Vegas que:

- A. Una elección municipal regular para la elección de oficiales municipales se llevará a cabo el 6 de marzo de 2018. Lugares de votación estarán abiertas al público entre las horas de las 7:00 A.M. y las 7:00 P.M.
- B. En las elección municipal regular, individuos serán elegidos para ocupar los siguientes cargos electivos:
  - 1. El barrio 1 – UN Concejal por un término de cuatro años.  
  
El barrio 4 – UN Concejal por un término de cuatro años.
  - 2. UN Juez Municipal por un término de cuatro años.
- C. De conformidad NMSA 1978 §, se consolidan las siguientes casillas:  
  
CP01: Es compone de distritos 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11
- D. Las siguientes ubicaciones son designadas como centros electorales para el conducto de la elección municipal:
  - 1. Escuela Secundaria de Robertson gimnasio de Michael Marr, calle 1238 4th.
  - 2. Escuela Secundaria de Las Vegas Oeste gimnasio de Gillie Lopez, calle 157 Moreno.
- E. Votación en Ausencia. Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas únicamente de la oficina de la Escribana de la Municipalidad. La Escribana

de la Municipalidad debe llevar y aceptar todas las solicitudes para obtener una balota para votar en ausencia antes de las 5:00 p.m. el 2 de marzo de 2018. A partir de las 5:00 p.m. el 2 de marzo de 2018, la Escribana de la Municipalidad públicamente destruirá todas las balotas no utilizadas. La Escribana de la Municipalidad aceptará las balotas completadas por la votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo o en persona o por un miembro de la familia inmediata del votante, o del conserje al votante hasta las 7:00 p.m. el 6 de marzo de 2018.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el martes, 30 de enero de 2018 y terminando a las 5:00 p.m. el viernes, 2 de marzo de 2018.

Votación por Anticipado. El recuento de los votos por anticipado, de papeleta, se llevará a cabo por un tabulador electrónico en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el miércoles, 14 de Febrero de 2018 y terminando a las 5:00 p.m. el viernes, 2 de marzo de 2018.

- F. Las personas que deseen registrarse para votar en la elección municipal regular, tienen que registrarse con la Escribana del condado de San Miguel condado antes de el tiempo de 6 de Febrero de 2018 a Escribana del Condado cerrara los libros del registro.
- G. Se archivará todas las Declaraciones de Candidatura con la Escribana Municipal el martes, 9 de Enero de 2018 entre las horas de las 8:00 A.M. y las 5:00 P.M.
- H. Se archivará un record de los votos de los electores municipales calificados en papeletas, de las cuales se hará un recuento por tabuladores electrónicos.

Adoptada y aprobada este día 14 de Noviembre de 2017.

\_\_\_\_\_  
Alcalde

Da fe:

\_\_\_\_\_  
Escribano Municipal

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

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

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

## **COUNCILOR'S REPORTS**

Councilor Romero advised that after passing through 6<sup>th</sup> Street between Douglas Avenue and Grand Avenue he felt that it was in dire need of repair.

Councilor Casey stated that she understood the difficulty in scheduling and preparing information regarding Council meetings and added that sometimes they receive additional information between the Work Session and the Regular meeting. Councilor Casey stated that she would appreciate if Council members would be notified at the Work Session of any additional agenda items that were not ready for the Work Session, in order to be informed of other issues that would be dealt with at the Regular meeting.

Councilor Casey requested that her personal home address be placed on the City's website instead of the City's address due to missing out on several events.

Councilor Casey thanked Deputy Clerk Danielle Sena for her wonderful work and excellent job in transcribing the City Council Meeting minutes and advised that it was not an easy task and was impressed with her improvement. She thanked City Clerk Fresquez for giving her the guidance that she has needed along the way. Councilor Casey wished everyone a happy Thanksgiving and hoped that everyone had many things to be thankful for.

Councilor Howell mentioned Code Enforcement Officer Levy Lujan needed assistance in his department when he was out or not available.

City Manager Trujillo advised that the Animal Control Officers within the Community Development Department would be assisting Mr. Lujan with investigating properties and advised Councilor Howell that he could go through the City Manager's Office with code enforcement issues and they would get the information to Community Development Department.

Councilor Howell thanked Community Development Director Renee Garcia for the recent presentation she had made to the Sunrise Kiwanis and thanked City Manager Trujillo and staff for the results of the Symposium issues being addressed. He also stated that he would like the City to help the EDC group which were working hard to bring businesses to the City and that they were needing funding to bring more people into the City of Las Vegas.

City Manager Trujillo advised that he had been in constant communication with EDC, Interim Director Mike Adams.

Councilor Ulibarri, Jr. stated that the City's right of ways on the West Side of town have many dry weeds and vacant houses that need to be addressed by Code Enforcement and wished everyone a happy Thanksgiving and thanked City employees for all they do for the City.

Mayor Gurulé-Girón stated that she was thankful for everything the City was doing and in moving the City forward and was thankful to be working with the Council and continuing to move the City forward in the best way they can. Mayor Gurulé-Girón wished everyone a happy Thanksgiving.

**EXECUTIVE SESSION**

City Manager Trujillo advised that there was no need to go in to Executive Session.

**ADJOURN**

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

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

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

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Mayor Tonita Gurulé-Girón

ATTEST:

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Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON THURSDAY, NOVEMBER 30, 2017 AT 3:00 P.M. IN THE CITY COUNCIL CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

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

**ALSO PRESENT:** Richard Trujillo, City Manager  
Casandra Fresquez, City Clerk  
Corinna Laszlo-Henry, City Attorney  
Juan Montano, Sergeant of Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Howell asked for a moment of silence to remember family, friends and neighbors of the community who had been affected by serious illnesses such as strokes and heart attacks and to keep them in our prayers.

**APPROVAL OF AGENDA**

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



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

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

### **PUBLIC INPUT**

City Manager Trujillo advised that there was no one signed up for public input.

### **BUSINESS ITEMS**

1. Approval/Disapproval to award request for bids #2018-15 for the Bradner reservoir rehabilitation project to the lowest bidder.

Utilities Director Maria Gilvarry advised that the Office of the State Engineer is in the process of finalizing the plans and the permit for the Bradner reservoir rehabilitation. The legislative funding is scheduled to expire June 30, 2018. The current schedule has the project to be completed by June 30, 2018 with a notice of award occurring December 1, 2017. The rehabilitation of Bradner will address Office of the State Engineer Dam Safety Bureau concerns and will allow the City to make use of the 300 acre feet of water storage in the reservoir.

Utilities Director Gilvarry added that the Bradner Rehabilitation project would consist of addressing dam safety concerns with the “spill way” and the installing of a tower that allows the City to select the level of water they would be taking based on the water quality in Bradner Dam and could be used as a reservoir as intended. Utilities Director Gilvarry informed that the current design of Bradner is poor for water quality and treatment and added that the intake and outlet were both on the bottom of the dam.

Utilities Director Gilvarry advised that the engineers had completed the P.E.R., the geo-technical, hydrological studies and the City was working very closely with State Engineers Office and AECOM in moving forward with the project. She informed that a pre-qualification bid for contractors was put out and stated that three contractors responded, who were all qualified and had worked with AECOM.

Utilities Director Gilvarry informed that the next step was to put the bid out to receive cost estimates from the contractors in order to award based on the lowest bid. She stated that the engineer did provide an estimate to all three contractors before bidding which was a \$4-\$6 million dollar estimate for construction with agreement from the State Engineer and advised that three bids were received from Moltz Construction Inc., RMCI Inc. and Kiewit New Mexico Co.

Utilities Director Gilvarry advised that two bidders came in at \$11 million and \$12 million and the third which was Moltz Construction came in at \$6.7 million after GRT and stated that she asked the engineer as to why the big difference between the \$6 million and \$12 million bids. She explained that one of the contractors informed them that based on the increased price of the spill way and excavation, the two contractors were unsure of what material would be excavated so they presumed the worst case scenario which would include a lot of jack hammering and removal of rock. Utilities Director Gilvarry advised that the third bidder was more comfortable with the coring that had been done and with the information that had been provided and therefore gave a lower bid.

Councilor Casey asked how much money we currently had for the Bradner project.

Utilities Director Gilvarry informed that there was \$7,009,000.00 for Bradner construction only.

Councilor Casey asked if the City would go with Moltz Construction Inc. at \$6.7 million, what would the remainder of the money be used for.

Utilities Director Gilvarry advised that she expected change orders or issues to address regarding increase costs or adjustments and explained that if there were no change orders she would find additional work to be done, and that it had to be for the Bradner Dam specifically and approved by the engineer.

Councilor Casey asked if the \$6.7 million estimated by Moltz Construction included sub-contractors.

Utilities Director Gilvarry advised that it did include sub-contractors although it did not include a 10% contingency which was usually included in a project this size

and stated that at the time of preparing the requisition they would budget the entire \$7 million and would include the contingency.

Councilor Howell asked a question regarding the difference between the \$396,000.00 for mobilization and the \$163,000.00 estimation from Moltz Construction on the bid tabulations.

Utilities Director Gilvarry advised that the difference may have been due to several reasons such as being from Colorado which was not too far from Las Vegas, that they may have a plan to already use equipment and people from here so they would be able to keep their costs down. She informed that none of these costs would be changed by contractors, just by asking and added that they would need a valid reason and would have to go through the Finance Department for approval of a change order.

Brief discussion took place regarding the process of engineers' figure estimates.

Councilor Howell asked if local sub-contractors, local suppliers and local crews would be used for the project.

Utilities Director Gilvarry advised that some of their suppliers did not have to be listed.

Finance Director Gallegos informed that if it was lower than the threshold that contractors have to report, they were not required to list them if they were using local vendors.

Utilities Director Gilvarry explained that we did request that they work hard to utilize our local laborers.

Utilities Project Manager Marvin Cordova advised that the contractors were required to hire a 10% local work force.

Councilor Ulibarri, Jr. had questions regarding the amount of \$28,000.00 for the removal of fencing.

Utilities Director Gilvarry advised that there was a large section of fencing going through within the already fenced Water Treatment property that would be used for staging and then would return the fence to the existing condition, once the project was complete.

Councilor Ulibarri, Jr. had concerns on the difference of costs when taking down and putting the fencing back up.

Utilities Director Gilvarry explained that Moltz' bid was in the amount of \$14,000.00 and the engineer's estimate was \$28,000.00 for fencing.

Councilor Howell asked where the concrete would be disposed during the time of demolition.

Utilities Director Gilvarry advised that after testing and determining the condition of the concrete it would be disposed on the property otherwise if it was hazardous material, would be disposed at the Solid Waste Department.

Councilor Romero advised that he had the same concerns that Councilor Ulibarri, Jr. had regarding the replacement of the fence during the project.

Utilities Director Gilvarry advised that the directions in the contract stated that they had to remove the fence and replace it to its existing condition although if the fence would be damaged, it would have to be replaced. She explained that the fence on the property basically was not fencing anything but space and if they were not to place the fencing back it would save the City money.

Councilor Howell had concerns on estimates from the engineers regarding piping as opposed to contractors' estimates.

Utilities Director Gilvarry recognized the difference in quotes and advised that it could have been whatever the engineer was using for their material costs and advised that contractors always try to get the best deal on materials. She added that there were standards and requirements they need to meet for the piping and materials for the entire project due to dam safety being involved.

Councilor Howell asked for clarification in the collaboration between Moltz Construction Company and AECOM.

Utilities Director Gilvarry advised that AECOM was an engineering and design firm and Moltz, RMCI and Hiewitz had all done projects designed by AECOM and advised that Moltz had already completed a project with AECOM that was similar to the Bradner project.

Brief discussion took place on several projects that the three companies had completed.

Councilor Ulibarri, Jr. asked if City employees could possibly take the fencing down in order to save the City money and to perhaps use the fencing. He asked for the amount of fencing that was to be removed.

Utilities Director Gilvarry informed that it could be looked into and if it would be feasible for the City although was hesitant to have City employees do a job that she could hold the contractor accountable for in the future and also that safety would be an issue. She informed Councilor Ulibarri, Jr. that she would get back with the information regarding the amount of fencing that would be removed.

Councilor Howell asked who the contact would be if a community member wanted to get a job with Moltz Construction Company on this project.

Utilities Director Gilvarry informed that when there is a project of this kind notification is usually posted with contact information to hire people with skills from CDLs to laborers.

Councilor Howell made a motion to approve to award request for bids #2018-15 for the Bradner reservoir rehabilitation project to the lowest bidder, Moltz Construction Co. 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	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.

Councilor Casey asked if the Council could be informed of having to go in to Executive Session before the actual meeting so that they may plan to stay for a longer period of time.

Mayor Gurulé-Girón stated that City Manager Trujillo would advise Council of the need to go in to Executive Session prior to the meeting.

**EXECUTIVE SESSION**

Councilor Casey made a motion to go in to Executive Session to discuss 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. Councilor Howell seconded the motion. 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.

Councilor Casey made a motion to reconvene in to Regular Session and advised that discussion took place regarding only 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; she advised that no action was taken. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

**ADJOURN**

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

David L. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	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, 2017 42% OF YEAR LAPSED (05 of 12 months)  
FISCAL YEAR 2018**

Total Budget to Actual Comparison

	A		B		C		D		E		G (E/B) FY 2018 % REV
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 YTD - ACTUAL				
PROPERTY TAX	1,373,000	1,291,000	537,917	1,384,040		191,876	15%				
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	1,479,167	3,450,931		1,489,355	42%				
FRANCHISE TAX	800,000	775,000	322,917	776,759		275,731	36%				
GROSS RECEIPT TAX .75	2,445,000	2,440,000	1,016,667	2,268,187		978,540	40%				
1/8 INFRASTRUCTURE	351,000	360,000	150,000	364,816		156,139	43%				
GRT .25 (JAN 2011)	697,000	725,000	302,083	982,914		443,039	61%				
GRT -HOLD HARMLESS (JULY 2015)	(110,400)	(110,400)	(46,000)	(110,400)		(46,000)	42%				
LICENSE & FEES	70,500	61,000	25,417	49,782		41,375	68%				
INTERGOVERNMENTAL	71,500	75,716	31,548	75,542		27,485	36%				
LOCAL-FINES	62,000	77,000	32,083	80,604		25,823	34%				
LOCAL-MISC	1,715,000	1,736,569	723,570	1,842,195		763,097	44%				
TOTAL	11,024,600	10,980,885	4,575,369	11,165,370		4,346,460	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, 2017 42% OF YEAR LAPSED (05 of 12 months)  
FISCAL YEAR 2018**

Total Budget to Actual Comparison

	A		B		C		D		E		F		H (E/B) % BDGT
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 AVAIL. BAL.					
JUDICIAL	317,921	307,959	128,316	314,539		115,282	192,677	37%					
EXECUTIVE	483,117	397,969	165,820	391,291		157,777	240,192	40%					
ADMINISTRATION	250,724	272,858	113,691	239,718		86,101	186,757	32%					
CITY ATTORNEY	242,572	231,944	96,643	196,227		73,587	158,357	38%					
PERSONNEL/HR	301,188	278,960	116,233	281,386		105,306	173,654	38%					
FINANCE	628,990	452,393	188,497	556,994		169,956	282,437	30%					
COMMUNITY DEV.	561,189	533,845	222,435	405,762		160,322	373,523	36%					
POLICE	3,990,907	3,846,745	1,602,810	3,833,534		1,367,203	2,479,542	39%					
CODE ENFORCEMENT	182,260	136,113	56,714	141,476		52,463	83,650	33%					
ANIMAL SHELTER	137,635	135,490	56,454	115,943		44,862	90,628	37%					
FIRE	1,357,699	1,257,365	523,902	1,180,326		458,976	798,389	36%					
PUBLIC WORKS/AIRPORT	511,127	470,804	196,168	456,965		168,652	302,152	39%					
PARKS	338,273	289,422	120,593	254,430		111,651	177,771	0%					
AIRPORT	0	0	0	0		0	0	38%					
LIBRARY	239,494	205,217	85,507	195,861		78,718	126,499	35%					
MUSEUM	151,900	150,845	62,852	141,427		52,856	97,989	32%					
GENERAL SERVICES	2,358,253	2,358,248	982,603	2,355,812		747,675	1,610,573	0%					
SALARY CONTINGENCY	0	0	0	0		0	0	43%					
TRANSFERS	740,703	698,517	291,049	729,667		299,795	398,722	35%					
TOTAL	12,793,942	12,024,694	5,010,289	11,791,358		4,251,182	7,773,512	35%					



**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU NOVEMBER 20, 2017 - 42% OF YEAR LAPSED 5 OF 12 MONTHS  
FISCAL YEAR 2018**

A	B		C		D		E		G (E/B)  % REV
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 YTD - ACTUAL	
WELLNESS CENTER	100,000	115,000	47,917	34,264			42,317	37%	
OPEN SWIM	0	20,000	8,333				4,251	21%	
YAFL	3,000	0	0	1,320			0	0%	
YABL	20,000	20,000	8,333	16,840			4,650	23%	
SUMMER FUN PROGRAM	20,000	20,000	8,333	19,092			2,840	14%	
RECREATION-OTHER	29,800	108,964	45,402	18,408			16,548	15%	
GEN FUND TRANSFER	300,000	400,000	166,667	300,000			166,667	42%	
TOTAL	472,800	683,964	284,985	389,924			237,273	35%	

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU NOVEMBER 20, 2017 - 42% OF YEAR LAPSED 5 OF 12 MONTHS  
FISCAL YEAR 2018**

A	B		C		D		E		F	H (E/B) % BDGT
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2018 YTD - BUDGET	FY 2017 ACTUAL	FY 2017 ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 AVAIL. BAL.		
EMPLOYEE EXP.	443,266	531,401	221,417	389,973			201,669	329,732	38%	
YAFL	1,450	0	0	600			0	0	0%	
YABL	3,117	6,000	2,500	2,845			2,118	3,882	35%	
OTHER OPERATING EXP.	56,693	138,562	57,734	32,960			34,673	103,889	25%	
CAPITAL OUTLAY	6,600	8,000	3,333	1,847			4,024	3,976	50%	
TOTAL	511,126	683,963	284,985	428,225			242,484	441,479	35%	

**ENTERPRISE FUNDS-REVENUE COMPARISON  
THRU NOVEMBER 30, 2018- 42% YEAR LAPSED (5 of 12 months)  
FISCAL YEAR 2018**

		<u>Total Budget to Actual Comparison</u>				G
A	B	C	D	E	(E/B)	
FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	%	
BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	BUDGET	
WASTE WATER (610)	2,859,638	2,866,100	1,194,208	2,783,241	1,177,490	41%
NATURAL GAS (620)	5,237,000	5,236,000	2,181,667	5,211,845	878,891	17%
SOLID WASTE (630)	3,404,700	3,419,400	1,424,750	3,518,794	1,438,439	42%
WATER (640)	4,743,050	4,800,150	2,000,063	4,825,859	2,122,760	44%
<b>Total of Enterprise Funds</b>	<b>16,244,388</b>	<b>16,321,650</b>	<b>6,800,688</b>	<b>16,339,739</b>	<b>5,617,580</b>	<b>34%</b>

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON  
THRU NOVEMBER 30, 2018- 42% YEAR LAPSED (5 of 12 months)  
FISCAL YEAR 2018**

		<u>Budget to</u>				H
A	B	C	D	E	(E/B)	
FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	%	
BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	BUDGET	
				AVAIL. BAL.		
WASTE WATER(610)	2,541,860	3,297,778	1,374,074	2,295,004	2,060,308	38%
NATURAL GAS (620)	5,938,026	5,938,908	2,474,545	4,583,702	4,603,233	22%
SOLID WASTE (630)	4,088,165	3,733,787	1,555,745	3,618,120	2,346,187	37%
WATER (640)	4,214,893	5,681,820	2,367,425	3,432,077	3,569,680	37%
<b>Total of Enterprise Funds</b>	<b>16,782,944</b>	<b>18,652,293</b>	<b>7,771,789</b>	<b>13,928,903</b>	<b>12,579,408</b>	<b>33%</b>

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 11/29/2017 **DEPT:** Finance

**MEETING DATE:** 12/20/2017

**ITEM/TOPIC:** Resolution 17-46

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution 17-46

**BACKGROUND/RATIONALE:** The City of Las Vegas is requesting increases and decreases to the FY2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2018 Budget.

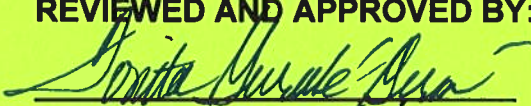
**STAFF RECOMMENDATION:** Approval

**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)

\_\_\_\_\_  
CORINNA LASZLO-HENRY  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION 17-46  
FISCAL YEAR 2017-2018  
BUDGET ADJUSTMENT REQUEST

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2017-2018; and

**WHEREAS**, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2017-2018 fiscal year budget; to include an increase of \$8,000 Grant funding in the General Fund, \$7,599 Grant funding increase in the Library Special Fund, a decrease of \$21,500 in the E-911 Fund, a decrease of \$406 in the Bullet Proof Vest Account, an increase of \$9,978 in the Rehab Taxiway Airport Fund, and an increase of \$1,895,000 of SRF Funding in the Water Project Fund.

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2017-2018;

**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 budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 20th day of December, 2017.

ATTEST:

\_\_\_\_\_  
Tonita Gurule-Giron, Mayor

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Corrina Lazlo-Henry, City Attorney

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION 17-46  
FISCAL YEAR 2017-2018  
BUDGET ADJUSTMENT REQUEST

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2017-2018; and

**WHEREAS**, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2017-2018 fiscal year budget; to include an increase of \$8,000 Grant funding in the General Fund, \$7,599 Grant funding increase in the Library Special Fund, a decrease of \$21,500 in the E-911 Fund, a decrease of \$406 in the Bullet Proof Vest Account, an increase of \$9,978 in the Rehab Taxiway Airport Fund, and an increase of \$1,895,000 of SRF Funding in the Water Project Fund.

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2017-2018;

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RESOLVED: In session this 20th day of December, 2017.

ATTEST:

\_\_\_\_\_  
Tonita Gurule-Giron, Mayor

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Corrina Lazlo-Henry, City Attorney

11/30/2017

CITY OF LAS VEGAS  
 RESOLUTION #17-46  
 BUDGET ADJUST REQUEST  
 FISCAL YEAR 2018

Resolution 17-46	Fund	Revenues	Transfers	Expenditures
U.S. Marshalls Grt	101-0000-430-5366	\$ 8,000.00		
U.S. Marshalls Grt	101-4800-710-6386			\$ 8,000.00
LIBRARY SPECIAL	103-0000-450-5334	\$ 7,599.00		
LIBRARY SPECIAL	103-0000-750-7306			\$ 1,599.00
LIBRARY SPECIAL	103-0000-750-7202			\$ 1,000.00
LIBRARY SPECIAL	103-0000-750-7203			\$ 1,000.00
LIBRARY SPECIAL	103-0000-750-7107			\$ 4,000.00
E-911	294-0000-430-5303	\$ (21,500.00)		\$ -
E-911	294-0000-740-7111		\$ -	\$ (21,500.00)
BULLETPR VEST	261-0000-430-5336	\$ (406.00)		
BULLETPR VEST	261-0000-710-7523		\$ -	\$ (406.00)
REHAB TAXIWAY	433-0000-430-5452	\$ 9,978.00		
REHAB TAXIWAY	433-0000-720-7401			\$ 11,087.00
WATER PROJECTS	646-0000-430-5000	\$ 600,000.00		
WATER PROJECTS	646-0000-430-5000	\$ 354,000.00		
WATER PROJECTS	646-0000-430-5000	\$ 941,000.00		
WATER PROJECTS	646-0000-650-8000			\$ 941,000.00
<b>Total</b>		<b>\$ 1,898,671.00</b>	<b>\$ -</b>	<b>\$ 945,780.00</b>

General Fund-Grant  
 General Fund-Police Dept  
 State Library Grant  
 Postage  
 Travel Expense  
 Training & Seminars  
 Books/Educ Materials  
 Grant Revenue  
 Materials  
 Revenue  
 Furn & Equip  
 State FAA Grant  
 Maint of Bld & Grounds  
 SRF Funding 3622  
 SRF Funding 3623  
 SRF Funding 3624  
 SRF Funding 3624  
 Leg Approp  
 Maint of Bldings  
 Grt \$450,000/Loan\$150,000  
 Grt \$265,500/Loan\$88,500  
 Grt \$630,750/Loan\$210,250  
 Cabin Site Rehab

## **Ann Marie Gallegos**

**From:** Marla Martinez [mmartinez@ci.las-vegas.nm.us]  
**Sent:** Wednesday, November 22, 2017 10:01 AM  
**To:** 'Ann Marie Gallegos'  
**Cc:** 'Tana Vega'; 'Juan Montano'  
**Subject:** FW: U.S. MARSHAL 2018 FUNDING  
**Attachments:** U.S. MARSHAL 2018 FUNDING.pdf

Good morning Ann Marie,

We are requesting a BAR in the amount of \$8,000.00 for the U.S. Marshal Grant. Attached are the Memorandum of Understanding and the Obligation Document. We have the Revenue set up in the General Fund (101-0000-430-5366) Expenditure (101-4800-710-6386). This Grant is a draw down process. If you have any questions, please feel free to contact my office. Have a Happy Thanksgiving!

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) [mailto:[pdcopier@ci.las-vegas.nm.us](mailto:pdcopier@ci.las-vegas.nm.us)]  
**Sent:** Wednesday, November 22, 2017 9:49 AM  
**To:** Marla Martinez  
**Subject:** U.S. MARSHAL 2018 FUNDING

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

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

INSTRUCTIONS: See last page for detailed instructions.

**SECTION 1: OBLIGATION**

DOCUMENT CONTROL #: M-18-DS1-0-000048

**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)

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

**SECTION 3: PERIOD OF PERFORMANCE**

October 1, 2017 to September 30, 2018

**SECTION 4: APPROPRIATION DATA**

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2018	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: Marcus Malone

Phone: 505-988-7686

E-mail: Marcus.Malone@usdoj.gov

**STATE/LOCAL CONTACT:**

Name: Marla Martinez

Phone: 505-426-3148

E-mail: mmartinez@ci.las-vegas.nm.us

**SECTION 7: AUTHORIZATION**

**USMS Representative - Certification of Funds:**

Signature: JENNIFER SIMONETTY

Jennifer M. Simonetty, Supervisory Deputy U.S. Marshal

Date: 10/4/2017

**Chief Deputy or RFTF Commander - Obligation Approval:**

Signature: ALEJANDRO RAMOS

Alex Ramos, Chief Deputy U.S. Marshal

Date: 11/8/2017

*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: 

Juan F. Montano, Chief of Police

Date: 11-14-17



## **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.



**U.S. Department of Justice**  
**United States Marshals Service**  
*District of New Mexico*

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*Albuquerque, NM 87102-3155*

November 8, 2017

Juan F. Montano  
Chief of Police  
Las Vegas Police Department  
318 Moreno St.  
Las Vegas, N.M. 87701

Chief Montano,

As you are aware, for the past several years, the USMS has made overtime reimbursements available to your agency in support of fugitive apprehension through JLEO funding. Over time we have learned some very valuable lessons regarding best practices for invoicing overtime to ensure that JLEO funds are both properly accounted for and efficiently used. In short, we must strengthen controls over JLEO funding so that it remains available to us. Therefore, we are requiring that your agency submit reimbursement invoices on a monthly basis.

On August 1, 2018, we will begin reviewing the use of funds and based on your Agency's expenditures will decide if the remaining funds will be pulled back and distributed elsewhere. This process will allow the USMS to ensure that JLEO funds are used as efficiently as possible. If you are aware of any of the following please notify us as soon as possible in writing:

- 1) Agency will not be able to spend its allotted funding
- 2) Agency will be spending a significant portion of funding after August 1 but prior to September 30, 2018.

Please note that to date your agency is being awarded \$8,000.00 in JLEO funds for fiscal year 2018.

Sincerely,

A handwritten signature in black ink, appearing to read "C. E. Candelaria", with a long horizontal line extending to the right.

Conrad E. Candelaria  
United States Marshal  
District of New Mexico

**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 to, "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 assist 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 assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel 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 (WIN). 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:**

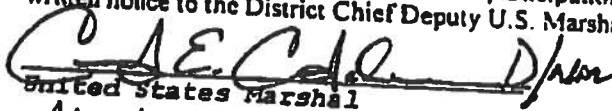
Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies representatives. All press releases will exclusively make reference to the task force.

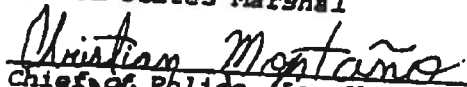
**RELEASE OF LIABILITY:**

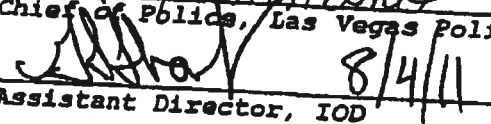
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law. The 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.

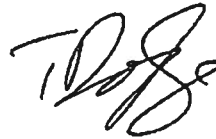
**EFFECTIVE DATE AND TERMINATION:**

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

  
Christian Montano  
Chief of Police, Las Vegas Police Department

  
Assistant Director, IOD 8/4/11



## **Ann Marie Gallegos**

**From:** Zach McNellis [zach@ci.las-vegas.nm.us]  
**Sent:** Tuesday, November 14, 2017 11:51 AM  
**To:** amgallegos@ci.las-vegas.nm.us  
**Subject:** State Funds for 103

Hello Ann Marie,

In line item 103-0000-750-7306 I'd like to put \$1,598.04  
In line item 103-0000-750-7401 I'd like to put \$2,000  
In line item 103-0000-750-7202 I'd like to put \$2,000  
In line item 103-0000-750-7203 I'd like to put \$2,000

Thank you,

Zachary McNellis  
Interim Manager  
Carnegie Public Library  
500 E National Ave  
Las Vegas, NM 87701  
505 426 3302  
Fax: 505 425 0193



103 -  
12/2017

**State Grants-in-Aid to Public Libraries**  
**Agreement**  
**For FY2017/18**

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called NMSL, and **Carnegie Public Library**, located in Las Vegas, NM, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL and the State Librarian adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed **Seven Thousand Five Hundred Ninety Eight Dollars and Four Cents (\$7,598.04)** to support Recipient's library collections; library staff salaries; library staff training; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.6 NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff training; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2 NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Provide NMSL with a report on how the grant was spent as part of the Recipient's annual report for the fiscal year; and
6. Return any funds from the grant not spent in the 2018 fiscal year to NMSL by July 15, 2018; and
7. Sign and return this Agreement to NMSL within 60 days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.

III. The Laws of New Mexico shall govern this Agreement.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Signed:  Date: 10/23/17

By: Richard Trujillo Chairman or Authorized Agent of Recipient (print name)

Signed:  Date: 11/6/17

By: Ryanne Cooper, Co-Acting New Mexico State Librarian



**New Mexico State Library  
1209 Camino Carlos Rey  
Santa Fe, NM 87507**

**FY2018 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION**

1.	<b>Recipient Name:</b>	Carnegie Public Library
2.	<b>Remit to Name and Address:</b>	City of Las Vegas 500 National Ave Las Vegas, NM 87701
3.	<b>State of NM Vendor #:</b>	54343
4.	<b>Project Title and Legal and Fiscal Data:</b>	State Grants-in-Aid to Public Library Statute/Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	<b>State Library Contact:</b>	Carmelita Aragon New Mexico State Library Carmelita.Aragon@state.nm.us
6.	<b>Source of Funding:</b>	<i>State of N.M. Legislature – General Appropriation Act of 2018</i>
7.	<b>Grant Type and Amount Received:</b>	Library Type Grant: Public Library Branch(es) Grant: \$ .00 Total Grant: \$7,598.04
8.	<b>Allocation Period:</b>	Fiscal Year 2018 <b><i>ALL FUNDS MUST BE SPENT BY JUNE 30, 2018.</i></b>
9.	<b>Terms and Conditions of Allocation:</b>	<p>The library grants program is intended to supplement and encourage local effort in providing local library service.</p> <p><b><i>Funds may be used for:</i></b></p> <ol style="list-style-type: none"> <li><b><i>1) library collections;</i></b></li> <li><b><i>2) library staff salaries;</i></b></li> <li><b><i>3) library staff training;</i></b></li> <li><b><i>4) library equipment;</i></b></li> <li><b><i>5) other operational expenditures associated with delivery of library services.</i></b></li> </ol> <p>Libraries must report on how funds were spent in the FY 2018 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.</p>
10.	<b>Date:</b>	October 18, 2017

## **State Grants-in-Aid Guidance Sheet**

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To be eligible to receive state aid, New Mexico public libraries must meet eligibility requirements as outlined in the 4.5.2 NMAC. All awarded state grants-in-aid funds must be expended during the fiscal year in which they are awarded.

This informational guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid funds, please contact the Library Development Bureau for clarification prior to making purchases 1-800-340-3890.

### **Allowable Purchases** - State aid funds ***can*** be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc. are allowable. Non-traditional circulating/educational programming items may also be allowable. Please contact the Development Bureau for more information.
- Library Staff Salaries
  - State aid funds can be used to pay regular library staff for their work within the library. Providing pay to a substitute library staff member may also be allowable.
- Library Staff Professional Development
  - Travel (including meals and lodging) for attending in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, PLA, ARSL), and trainings provided to library staff on library related services/issues, which are organized and held at the library, or held at another location, e.g., state library or other library.
- Library Equipment
  - Items associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
  - Expenditures associated with the delivery of library services, such as the library's catalog, programming supplies, electric bills, phone bills, directional signage, copy paper, security costs, etc.
  - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts, etc.

### **Non-Allowable Purchases** - State aid funds ***cannot*** be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services.
- Food, giveaways/incentives, college classes for library staff (i.e., tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to the delivery of basic library services to library patrons, including cost of parties, receptions, fund-raising events, other social functions, maintenance/cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, etc.
- Capital improvements and construction.

**Ann Marie Gallegos**

**From:** Beatrice Sena [bsena@ci.las-vegas.nm.us]  
**Sent:** Monday, November 27, 2017 8:33 AM  
**To:** 'Ann Marie Gallegos'  
**Cc:** Tana Vega; 'Chris Lopez'; 'Maria Martinez'  
**Subject:** E-911 Budget Decrease  
**Attachments:** E911 Decrease.pdf

Good Morning,

Attached is the approval for the budget decrease to the E-911 Grant. This will affect the 294-0000-740-7111 line item Grant Materials. Below is what the new breakdown amounts to in the various line items. If you need anything else from me, please let me know. Have a wonderful day.

LINE ITEM	DESCRIPTION	
294-0000-740-7202	Travel	\$ 6,000.00
294-0000-740-7203	Training	\$ 4,000.00
294-0000-740-7305	Professional Services	\$ 200.00
294-0000-740-7111	Grant Materials	\$ 290,629.00
294-0000-740-7523	Equipment Less Than \$500	\$ 2,000.00
	Totals	\$ 302,829.00

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

*Need to do decrease  
in Dec. 2017*

**Ann Marie Gallegos**

**From:** Beatrice Sena [bsena@ci.las-vegas.nm.us]  
**Sent:** Monday, October 30, 2017 10:48 AM  
**To:** 'Ann Marie Gallegos'  
**Cc:** 'Juan gonzales'; 'Marla Martinez'  
**Subject:** Decrease to 261 Fund  
**Attachments:** Scan0004.pdf

Good Morning Ann Marie,

Per our discussion, attached is the documentation from the Department of Justice and the reduction of what we were awarded for the 2018 Bullet Proof Vest Fund. I had initially budgeted for \$2015.00 which was half the amount we requested for vests, but we were only awarded \$1609.26. We had a balance from last year of \$193.57. So I am asking for a decrease on the 261 fund in the amount of \$406.00, the decrease is what we were not awarded. Our balance should be 1802.83 which I know you round off. If you have any questions, feel free to contact me and have yourself a wonderful day.

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

# Bullet Proof Vests Grant 261 Fund

EXPIRES 09/30/18

		<b>Projected Revenue</b>	<b>\$ 1,609.26</b>
<b>LINE ITEM</b>		<b>Original Budget</b>	<b>Anticipated Rollovers</b>
261-0000-710-7523	Equipment Under \$1000	\$ 1,609.26	\$ -
	<b>TOTAL BUDGET</b>	<b>\$ 1,609.26</b>	<b>\$ -</b>



FY 2017 BVP Awards

State	Jurisdiction Name (City)	BVP Funding Amount
NJ	WEST ORANGE TOWNSHIP	\$10,967.67
NJ	WEST PATERSON BOROUGH	\$3,533.97
NJ	WEST WILDWOOD BOROUGH	\$638.91
NJ	WEST WINDSOR TOWNSHIP	\$4,073.05
NJ	WESTAMPTON TOWNSHIP	\$2,773.51
NJ	WESTFIELD TOWN	\$4,557.40
NJ	WESTWOOD BOROUGH	\$3,114.68
NJ	WHARTON BOROUGH	\$1,152.08
NJ	WILDWOOD CITY	\$5,419.54
NJ	WILDWOOD CREST BOROUGH	\$1,437.55
NJ	WILLINGBORO TOWNSHIP	\$6,912.43
NJ	WINSLOW TOWNSHIP	\$1,411.91
NJ	WOODCLIFF LAKE BOROUGH	\$1,054.20
NJ	Woodlynne Borough	\$1,263.85
<b>NJ</b>	<b>Totals for NJ(273 Jurisdictions):</b>	<b>\$1,098,887.27</b>
NM	ALAMOGORDO CITY	\$7,087.89
NM	ANTHONY CITY	\$2,599.56
NM	AZTEC CITY	\$1,277.82
NM	BELEN CITY	\$1,213.93
NM	BERNALILLO TOWN	\$1,205.94
NM	BLOOMFIELD CITY	\$1,487.46
NM	BOSQUE FARMS VILLAGE	\$2,236.18
NM	CIBOLA COUNTY	\$958.37
NM	CLOVIS CITY	\$5,750.18
NM	CURRY COUNTY	\$3,402.19
NM	DEMING CITY	\$735.55
NM	EDDY COUNTY	\$10,631.84
NM	FARMINGTON CITY	\$16,142.42
NM	HOBBS CITY	\$7,972.62
NM	LAS VEGAS CITY	\$1,609.26
NM	LINCOLN COUNTY	\$3,553.93
NM	LORDBURG CITY	\$894.88
NM	Los Alamos County	\$3,171.39
NM	LOS LUNAS VILLAGE	\$4,568.20
NM	LOVINGTON CITY	\$2,964.94
NM	MCKINLEY COUNTY	\$3,841.44
NM	MILAN VILLAGE	\$3,194.55
NM	OTERO COUNTY	\$7,055.95
NM	PUEBLO OF SANDIA	\$3,170.99
NM	RAMAH NAVAJO CHAPTER	\$2,020.55
NM	RIO ARRIBA COUNTY	\$13,033.73
NM	RIO RANCHO CITY	\$10,147.15
NM	SANTA FE CITY	\$17,789.61
NM	SANTA ROSA CITY	\$1,597.28
NM	SOCORRO COUNTY	\$1,277.82

**Beatrice Sena**

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**From:** owner-bvp-list@ojp.usdoj.gov on behalf of BVP [bvp@usdoj.gov]  
**Sent:** Thursday, October 26, 2017 4:16 PM  
**To:** Undisclosed recipients:  
**Subject:** Bulletproof Vest Partnership 2017 Awards

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2017 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2017 BVP awards is available at: <http://www.ojp.usdoj.gov/bvpbasi/>.

The FY 2017 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2017. The deadline to request payments from the FY 2017 award is August 31, 2019, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>

Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2017 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Additionally, uniquely fitted armor is a new requirement in 2017. In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

Finally, please visit the following page for checklists and guides for each step of the BVP process: <http://ojp.gov/bvpbasi/bvpprogramresources.htm>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at [vests@usdoj.gov](mailto:vests@usdoj.gov) or 1-877-758-3787.

Thank you

BVP Program Support Team  
Bureau of Justice Assistance

Budget in 433 12/2017

A-1330  
New 04/2017  
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION  
Aviation Grant Agreement Form



Agreement / Contract

No. 3362-17

City of Las Vegas

Date

Date

Aug 9, 2017

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.

AVA1050

Project No.

LVS-18-01

Vendor No.

0000054343

Expiration Date

[Redacted] 06/30/2018

Purchase Order No:

0000269125



## 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 AVIATION 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

Title

Sponsor

Address

City  NM Zip Code

Office Phone  Fax


E-Mail

**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

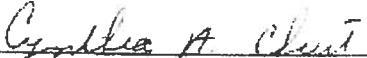
Date: 8/28/17

Recommended by:

By:   
Aviation Division Director  
or Designee

Date: 8/17/17

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:   
Assistant General Counsel

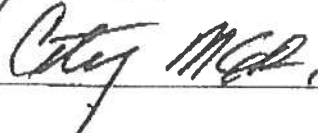
Date: 8-23-17

**SPONSOR**

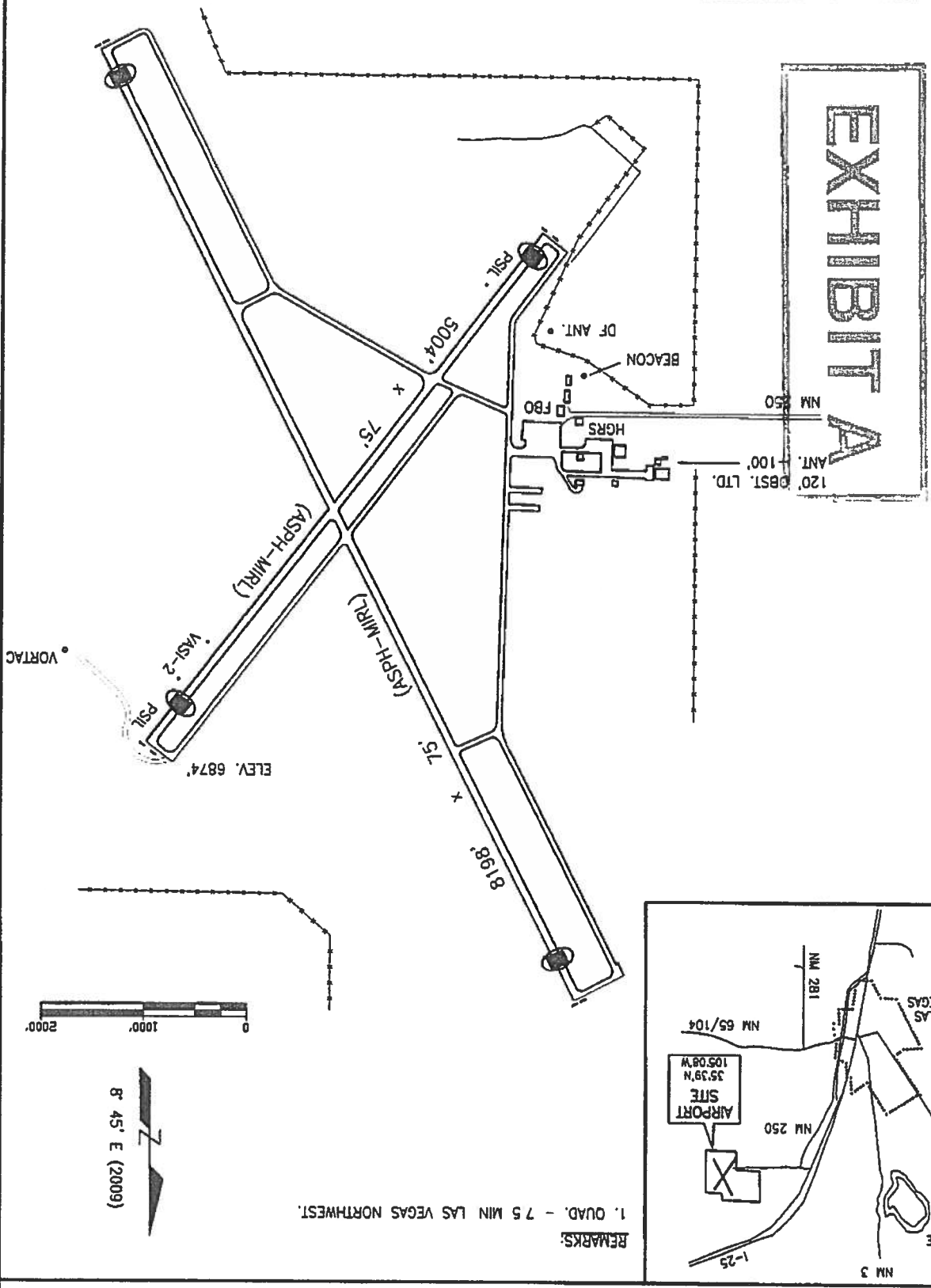
Print Name: Richard Trujillo

By: 

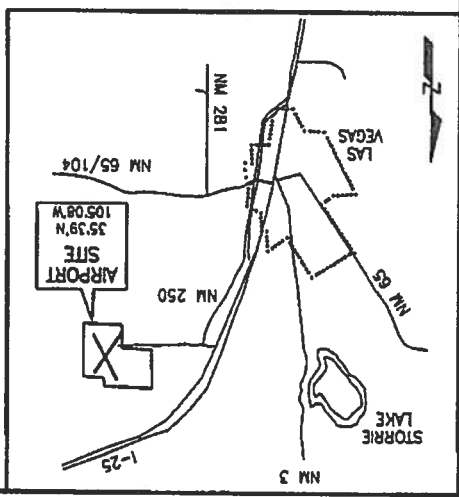
Date: 8/14/17

Title: 

# EXHIBIT A



REMARKS:  
1. QUAD. - 7.5 MIN LAS VEGAS NORTHWEST.



## NMDOT Aviation Division

Annual airfield maintenance/expendable materials			
	FY	2018	
Airport	Las Vegas Municipal Airport (LVS)		
Item	units requested	Unit Price	Total
Wind sock, 18"	1	\$150.00	\$150.00
Wind sock, 24"	0	\$0.00	\$0.00
Wind sock, 36"	1	\$175.00	\$175.00
light fixture parts windsock	0	\$0.00	\$0.00
Runway lights, 30 watt	20	\$12.00	\$240.00
Runway Parts - Refractors	0	\$0.00	\$0.00
Runway Parts - Fuses	0	\$0.00	\$0.00
Runway Parts - Fuses	0	\$0.00	\$0.00
Light fixture - Sockets	0	\$0.00	\$0.00
Light fixture dome/lens (White)	5	\$20.00	\$100.00
Light fixture dome/lens (White/Amber)	4	\$60.00	\$240.00
threshold lights, 115 watt	5	\$20.00	\$100.00
Isolation xformers, XXX watt	0	\$0.00	\$0.00
PAPI lights	0	\$0.00	\$0.00
PAPI lights	0	\$0.00	\$0.00
PAPI parts - bulbs (200 watt)	0	\$35.00	\$0.00
PLASI lights, filters, parts (describe)	4	\$100.00	\$400.00
VASI lights	0	\$0.00	\$0.00
REIL lights	2	\$75.00	\$150.00
Approach lights	0	\$0.00	\$0.00
Guidance sign lights	2	\$21.00	\$42.00
Guidance sign spare parts (sign face)	5	\$500.00	\$2,500.00
Frangible couplings	20	\$12.00	\$240.00
Primary cable connector kits	10	\$10.00	\$100.00
Fixture leads	10	\$20.00	\$200.00
Secondary connector kits	0	\$0.00	\$0.00
Heat shrink kits	20	\$10.00	\$200.00
Beacon bulbs	1	\$150.00	\$150.00
Beacon spare parts (describe)	0	\$0.00	\$0.00
Herbicide/Pesticide	2	\$250.00	\$500.00
Crack filling material	10	\$50.00	\$500.00
Pavement marking supplies	9	\$200.00	\$1,800.00
ASOS/AWOS maintenance (quarterly)	0	\$0.00	\$0.00
ASOS/AWOS maintenance (Annual)	0	\$0.00	\$0.00
Obstruction lights	0	\$0.00	\$0.00
Other - Equipment Tires	4	\$700.00	\$2,800.00
Other - Ansl Purple K	2	\$250.00	\$500.00

Estimated cost	\$11,087
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Sponsor share	10%	\$1,109
Aviation Division share	90%	\$9,978

EXHIBIT B



**Ann Marie Gallegos**

**From:** Maria Gilvarry [gilvarrym@gmail.com]  
**Sent:** Tuesday, October 24, 2017 10:27 AM  
**To:** Ann Marie Gallegos  
**Subject:** Re: 646 Revenues

One more

SRF 3570 for 150,000 Project was completed this year and paid out to DnR tank. The expenditure line item is there without a revenue line item

On Tue, Oct 24, 2017 at 10:15 AM, Maria Gilvarry <gilvarrym@gmail.com> wrote:  
Ann Marie

The following should be the current revenues from existing grants and loans. I did not see all of these in the Budget Report printout I am looking at.  
Some of these had not been approved prior to July so they may not be on the revenue side although some of the expenditure line items are there.

The only one i see on the revenue side is the WTB 287

SRF 3622 for the Chico Dr and the 8th St repairs Grant 450,000 Loan 150,000 (Available to spend) *was used*  
SRF 3623 for the N Grand Project Grant 265,500 Loan 88,500 (Available to spend) *No. And the other \$10,000 same used to*  
SRF 3624 Cabin Site Rehab Grant 630,750 Loan 210,250 (in closing expected available within a month) *— needs to close*

WTB 287 Taylor Wellll Field work. Grant balance 45,000 Loan expended Both revenue and expenditure are in the budget report I am reviewing

WTB 317 Bradner RWC Inlet Grant 1,233,864 Loan 137,096 (Available to spend)

V/R

--  
**Maria Gilvarry**  
Utilities Director  
City of Las Vegas, NM  
E-Mail: Gilvarrym@gmail.com  
E-Mail: Gilvarrym@ci.las-vegas.nm.us  
Cell: (505) 398-6056

*Need to verify Jan. 2017 BAC for a*

*600,000 of body tank used*

*used same used to close*

*↑ Jobs*

*2182*

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.

--  
**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

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---

**Ann Marie Gallegos**

**From:** Ann Marie Gallegos [amgallegos@ci.las-vegas.nm.us]  
**Sent:** Tuesday, October 24, 2017 10:43 AM  
**To:** 'Maria Gilvary'  
**Subject:** RE: 646 Revenues

Maria

The deadline to submit a BAR was yesterday. I will print this out and add them in for the December BAR if we have not included these as part of your budget in 646.

**Ann M. Gallegos****Finance Director**

1700 N Grand Avenue  
505.426.3251

[amgallegos@ci.las-vegas.nm.us](mailto:amgallegos@ci.las-vegas.nm.us)



---

**From:** Maria Gilvary [mailto:gilvarrym@gmail.com]  
**Sent:** Tuesday, October 24, 2017 10:15 AM  
**To:** Ann Marie Gallegos  
**Subject:** 646 Revenues

Ann Marie

The following should be the current revenues from existing grants and loans. I did not see all of these in the Budget Report printout I am looking at. Some of these had not been approved prior to July so they may not be on the revenue side although some of the expenditure line items are there.

The only one I see on the revenue side is the WTB 287

SRF 3622 for the Chico Dr and the 8th St repairs Grant 450,000 Loan 150,000 (Available to spend)  
SRF 3623 for the N Grand Project Grant 265,500 Loan 88,500 (Available to spend)  
SRF 3624 Cabin Site Rehab Grant 630,750 Loan 210,250 (in closing expected available within a month)

WTB 287 Taylor Welll Field work. Grant balance 45,000 Loan expended Both revenue and expenditure are in the budget report I am reviewing

WTB 317 Bradner RWC Inlet Grant 1,233,864 Loan 137,096 (Available to spend)

V/R

--  
**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

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**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 12/8/17**

**DEPT: City Clerk**

**MEETING DATE: 12/20/17**

**ITEM/TOPIC:** Conduct a public hearing for an application for a transfer of ownership of liquor license.

**ACTION REQUESTED OF COUNCIL:** Conduct a Public Hearing and Approval/Disapproval of application requesting a transfer of ownership for Murphy Oil USA, Inc. DBA Murphy Express #8709 located at 2607 7<sup>th</sup> Street, Las Vegas, NM, License #0837

**BACKGROUND/RATIONALE:** A transfer of ownership for liquor license was submitted by Murphy Oil USA, INC. for 2607 7<sup>th</sup> Street. The current owner of the license is HSLC Licenses, LLC at 2607 7<sup>th</sup> Street, DBA Las Vegas Conoco Express.

**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 GURULÉ-GIRÓN  
MAYOR

  
RICHARD TRUJILLO  
CITY MANAGER

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

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

\_\_\_\_\_  
CORINNA LASZLO-HENRY  
CITY ATTORNEY  
(ALL CONTRACTS, ORDINANCES  
AND RESOLUTIONS MUST BE  
REVIEWED)





New Mexico Regulation and Licensing Department  
ALCOHOL AND GAMING DIVISION

P.O. Box 25101 ▪ Santa Fe, New Mexico 87504-5101  
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

October 17, 2017

Certified Mail No.: 9171 9690 0935 0079 1725 82

Susana Martinez  
Governor

Robert "Mike" Unthank  
Superintendent

Alex Sanchez  
Deputy Superintendent

Claudia Armijo  
Deputy General Counsel

Mary Kay Root  
Director

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

Re: Lic. No. /Appl. No.: License No. 0837  
Name of Applicant: Murphy Oil USA, Inc.  
Doing Business As: Murphy Express #8709  
Proposed Location: 2607 7<sup>th</sup> Street, Las Vegas, New Mexico 87701

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

**Notice of the Public Hearing** required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made of the hearing.**

**THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF INTERLOCAL DISPENSER LIQUOR LICENSE NO. 0837 WITH PACKAGE SALES 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](mailto: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
3. Copy of Zoning Statement



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SEP 13 2017

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 5/16  
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGD USE ONLY: Payment| Application Fee \$ 200 Received on: 9-14-17 Receipt No. 1999014

ALCOHOL & GAMING DIVISION

Application Number: \_\_\_\_\_ Local Option District: \_\_\_\_\_

**TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION**

\$200.00 Application Fee, non-refundable.

License No. 0837 Type of License: Dispenser

Check appropriate boxes:

Application is for:  Transfer of Ownership  Transfer of Ownership and Location  Transfer of Location Only

Record Owner of Existing License: HSLC Licenses, LLC

Current D/B/A Name: Las Vegas Conoco Express

Current Premises Address: 2607 7th Street, Las Vegas, NM 87701

Current LOD: Albuquerque Is License moving out of Local Option District?  Yes  No

APPLICANT IS:  Individual  Limited Liability Company  Corporation  Partnership (General/Limited)

NAME of Individual/Company: Murphy Oil USA, Inc.

ADDRESS (including city, state, zip)  
200 Peach Street, El Dorado, AK 71730

D/B/A Name to be used: Murphy Express # 8709 Business Phone #: 870/881-6652

Email Address (required): Amber.Paterson@murphyusa.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)  
2607 7th Street

Las Vegas, NM 87701 County of: San Miguel

Mailing Address: P. O. Box 7300, El Dorado, AK 71731-7300

Are alcoholic beverages currently being dispensed at the proposed location?  Yes  No If Yes, License # / Type: Dis. 0837

Agent/Contact Person: Jerry Hamm Phone#: 505/342-0523 Email: jhammlbc@aol.com

I, (print name) Patrick R. Gordon, as (title) Designated Resident Agent

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

Sign before a Notary Public:

Signature of Applicant: [Signature] Date: 8-23-2017

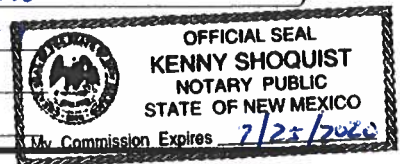
NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Bernalillo)

SUBSCRIBED AND SWORN TO before me this 23<sup>rd</sup> day of August, 2017

By: Patrick Gordon

Notary Public: [Signature]

My Commission Expires: 7/25/2020



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: \_\_\_\_\_ City, County, Village

Public Hearing held on \_\_\_\_\_, 20\_\_\_\_. Check one:  Approved  Disapproved

Signature and Title of City/County Official: \_\_\_\_\_

FOR ALCOHOL AND GAMING DIVISION USE ONLY:  Approved  Disapproved

Signed by Director: \_\_\_\_\_ Date: \_\_\_\_\_





**PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION**

NMSA §60-6B-10

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

- Owned by Applicant, copy of deed/document attached
- Leased by Applicant, copy of lease/document attached
- Other (provide details): \_\_\_\_\_

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

A. Owner(s): N/A

B. Date and Term of Lease: N/A

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: Las Vegas Mennonite Church Miles/feet: 2,600 ft.

Address/location of Church: 740 Williams Drive, Las Vegas, NM

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

Name of School: Legion Park Elementary School Miles/feet: 3,100 ft.

Address/location of School: 730 Legion Drive, Las Vegas, NM

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

Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),  
Miles: 120 miles Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation:  Hotel  Lounge  Package Grocery  Restaurant  Racetrack
- Small Brewer  Craft Distiller  Winery  Wholesaler
- Other (specify): \_\_\_\_\_

\*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

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Antonlo Florencio Ortega  
Zoning of property located at 2607 7th Street, Las Vegas New Mexico 87701  
August 23, 2017 at 3:10 PM

Maria Perea

Mr. Hamm:

In response to your inquiry, please note the following:

- **Property Address:** 2607 7th Street  
Las Vegas, New Mexico 87701
  
- **Zoning:** **C-3 per the City's official Zoning Map.** See also Chapter 450, Section 450-126 of City of Las Vegas Ordinances. These are available on-line in the City's web site. Please familiarize yourself with all applicable development standards. Be advised that in previous communications with other Murphy Oil representatives, we have noted that Drainage and Grading requirements of Chapter 212 will fully apply as the "existing non-conforming" status of your current plan will be nullified upon demolition of the existing building, and site development will need to comply with all applicable development standard, including but not limited to Chapter 212.).
  
- **Allowable Uses:**
  - ü General: The C-3 Zone is the most permissive and intense commercial district.
  - ü Further, the C-3 District per Section 450-126(B)(1), provides that any use allowable in the C-1 District is allowable in the C-3 District. (Section 450-124 (B)(5)(j) specifically allows "convenience stores"; and Section 450-124(B)(6)(i) allows "service stations".
  - ü Section 450-126(B)(3) specifically lists "Eating and drinking places, including bars, drive-in restaurants and cocktail lounges." as allowable uses. (Please note however that your development is also subject to State Laws regarding alcohol sales.)
  - ü Also, Section 450-126(B)(12)(e) "Service Stations"; and Section 450-126(B)(12)(f) "Truck Stops", further supports your proposed uses

Please feel free to contact me should you require further assistance. The City looks forward to the successful implementation of "Murphy's" re-development plans.

Land, Zoning & Licensing Specialist  
City of Las Vegas Community Development Department  
1700 North Grand  
Las Vegas, New Mexico 87701  
(505)454-1401 Ext. 3278

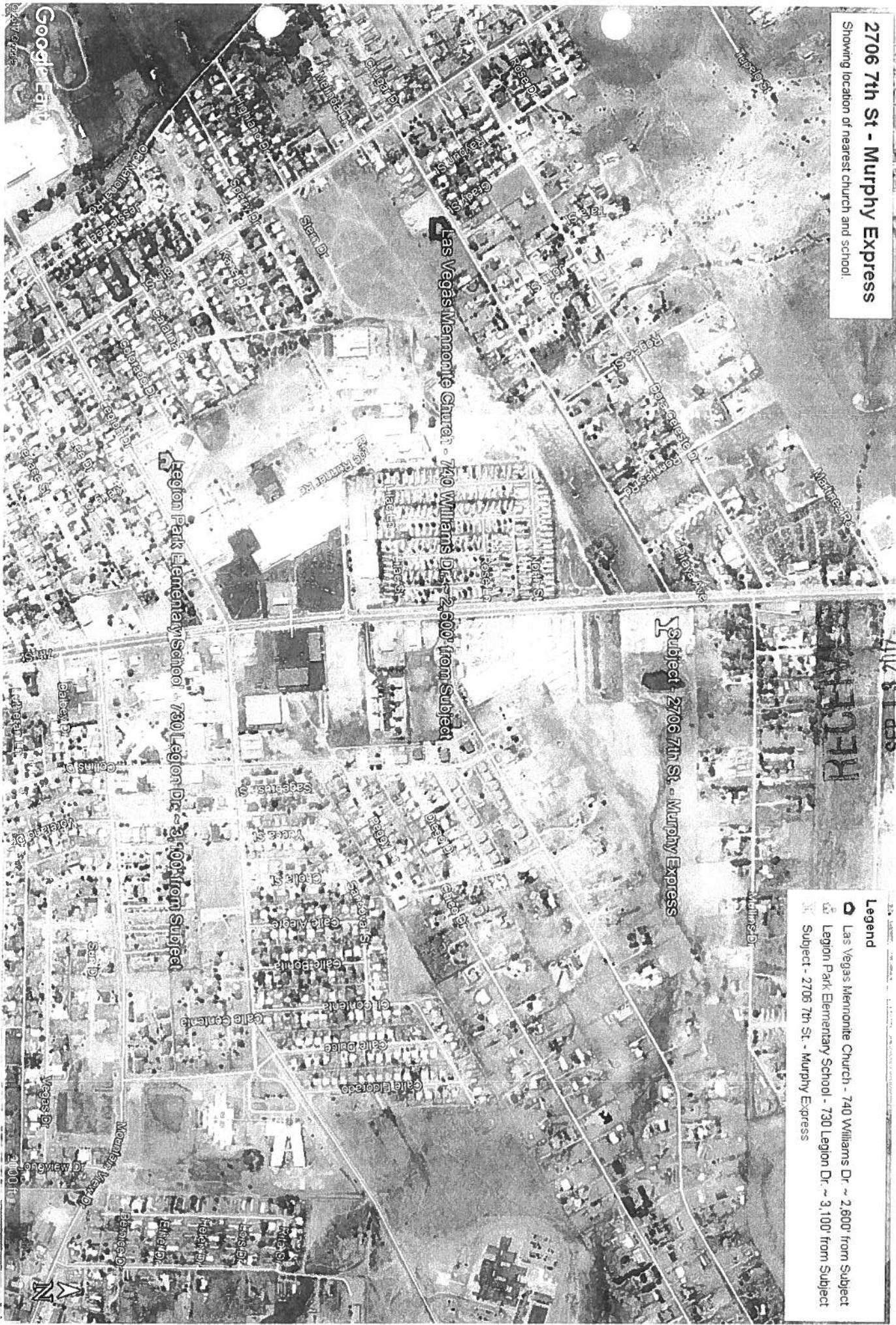
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SEP 13 2017

ALCOHOL & GAMING DIVISION

**2706 7th St - Murphy Express**

Showing location of nearest church and school



- Legend**
-  Las Vegas Mennonite Church - 740 Williams Dr ~ 2,800' from Subject
  -  Legion Park Elementary School - 730 Legion Dr ~ 3,100' from Subject
  -  Subject - 2706 7th St - Murphy Express



CITY OF LAS VEGAS  
1700 NORTH GRAND AVE.  
LAS VEGAS, NM 87701  
  
T 505.454.1401  
F 505.425.7335  
LASVEGASNM.GOV  
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN  
MAYOR

MEMORANDUM

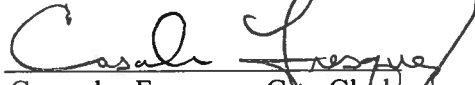
DAVID ULIBARRI  
COUNCILOR, WARD 1

VINCE HOWELL  
COUNCILOR, WARD 2

BARBARA PEREA-CASEY  
COUNCILOR, WARD 3

DAVID L. ROMERO  
COUNCILOR, WARD 4

TO: Renee Garcia, Community Development Director

FROM:   
Casandra Fresquez, City Clerk

DATE: October 30, 2017

RE: Application for a Transfer of Ownership of Liquor License No. 0837.

Enclosed is a copy of the application for an Application for a Transfer of Ownership submitted by Murphy Oil USA, Inc., DBA Murphy Express # 8709, 2607 7<sup>th</sup> Street, Las Vegas, New Mexico, License No.0837.

This information is being submitted to your office for review and to verify that the 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 20, 2017 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  
Corinna Laszlo-Henry, City Attorney  
Juan Montano, Chief of Police



## Casandra Fresquez

---

**From:** Lopez, Debra, RLD [Debra.Lopez@state.nm.us]  
**Sent:** Friday, October 27, 2017 10:48 AM  
**To:** Koroneos-Martinez, Charmaine, RLD; Root, MaryKay, RLD; Fresquez, Casandra  
**Subject:** RE: Request for Waiver/Extension

Ms. Fresquez,

Your request for an extension to hold the public hearing on December 20<sup>th</sup> is hereby granted. Thank you for all of the hard work!

Debra A. Lopez, Deputy Director  
Alcohol and Gaming Division  
2550 Cerrillos Road  
PO Box 25101  
Santa Fe, NM 87505  
(505) 476-4551  
(505) 476-4595 Fax

Report suspected child abuse or neglect by calling **#SAFE** (#7233) from a cell phone or **1-855-333-SAFE**.

**(Confidentiality Notice:** This e-mail, including all attachments is for the sole use of the intended recipient[s] and may contain confidential and/or privileged information. Any unauthorized use, copying, disclosure or distribution is prohibited, unless specifically provided under New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender at once and destroy all copies of this message).

---

**From:** Koroneos-Martinez, Charmaine, RLD  
**Sent:** Friday, October 27, 2017 9:17 AM  
**To:** Root, MaryKay, RLD; Lopez, Debra, RLD  
**Subject:** FW: Request for Waiver/Extension

Good Morning,

Please see the email below requesting an extension for Dispenser Liquor License No. 0837 (Transfer or Ownership – Current Owner HSLC Licenses, LLC to Murphy Oil USA, Inc.). Thank you.

---

**From:** Casandra Fresquez [<mailto:cmfresquez@ci.las-vegas.nm.us>]  
**Sent:** Friday, October 27, 2017 9:04 AM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Cc:** 'Danielle Sena'  
**Subject:** Request for Waiver/Extension

Good morning Charmaine,

Please see attached letter requesting a waiver/extension on application for License No. 0837.

Thank you in advance for your consideration.

***Casandra Fresquez, CMC***

**City Clerk/HR Director**  
**City of Las Vegas**  
**1700 North Grand Avenue**  
**Las Vegas, NM 87701**  
**505-426-3261**  
[cmfresquez@ci.las-vegas.nm.us](mailto:cmfresquez@ci.las-vegas.nm.us)





CITY OF LAS VEGAS  
1700 NORTH GRAND AVE.  
LAS VEGAS, NM 87701

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BARBARA PEREA-CASEY  
COUNCILOR, WARD 3

DAVID L. ROMERO  
COUNCILOR, WARD 4

October 27, 2017

Charmaine Martinez, Hearing Officer  
New Mexico Regulation & Licensing Dept. | Alcohol & Gaming Division  
P.O. Box 25101  
Santa Fe, NM 87504

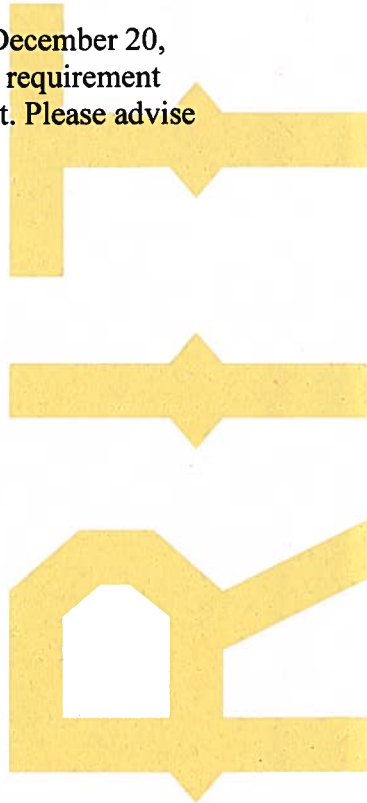
Ms. Martinez:

The City Clerk's Office received the application regarding License No. 0837 on October 18, 2017. At this time our Local Governing Body is unable to meet the publication of 30 day notice requirement by our scheduled Council Meeting on November 14, 2017. If we want to meet the 30 day requirement, our next scheduled council meeting is December 20, 2017 which then will not meet the 45 day hearing requirement.

I am asking for a Waiver/Extension to hold our public hearing on December 20, 2017 as per your letter describing the potential conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Please advise if this would be acceptable.

Respectfully,

Casandra Fresquez, City Clerk/HR Director  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701  
(505) 426-3261



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 20, 2017 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 Transfer of Ownership of Liquor License No.0837 submitted by Murphy Oil USA, Inc., DBA Murphy Express # 8709, 2607 7<sup>th</sup> Street, Las Vegas, New Mexico 87701. The hearing is open to the public. Protests and/or comments may be filed with the City Clerk, 1700 N. Grand Avenue, prior to the hearing.

  
Casandra Fresquez, City Clerk

Publish: Las Vegas Daily Optic Sunday November 19, 2017 and Wednesday December 6, 2017



CITY OF LAS VEGAS  
1700 NORTH GRAND AVE.  
LAS VEGAS, NM 87701

T 505.454.1401  
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MAYOR

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COUNCILOR, WARD 2

BARBARA PEREA-CASEY  
COUNCILOR, WARD 3

DAVID L. ROMERO  
COUNCILOR, WARD 4

November 7, 2017


Murphy Oil USA, Inc  
Attn: Mr. Jerry Hamm/Patrick R. Gordon  
P.O. Box 7300  
El Dorado, AK 71731-7300

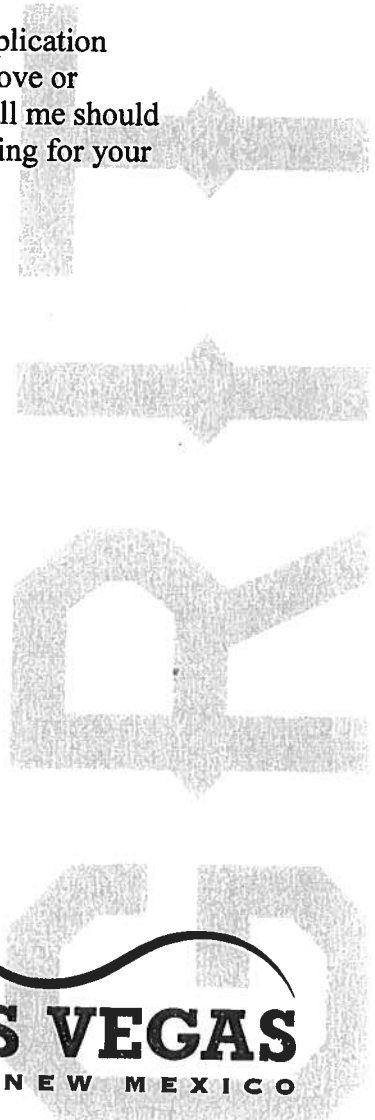
Gentlemen:

The City Clerk's Office received your application to Alcohol and Gaming Division regarding License No. 0837 on October 18, 2017. In order to meet the publication deadline, the City of Las Vegas will hold a public hearing on December 20, 2017, at our regular council meeting held at 6:00 p.m. in the Council Chambers, located at 1700 North Grand Avenue, Las Vegas, NM 87701.

At this time the Governing Body will review the liquor license application as well as hear any and all protests and determine whether to approve or disapprove the application for a Transfer of Ownership. Please call me should you have any questions. I have attached the Notice of Public Hearing for your records.

Respectfully,

  
Casandra Fresquez, City Clerk/HR Director  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701  
(505) 426-3261





## MEMORANDUM

**TO:** Casandra Fresquez, City Clerk  
**FROM:** Maria D. Perea  
Maria D. Perea, P&Z Coordinator  
**THRU:** Renee Garcia 12/06/17  
Renee Garcia, CD Director  
**DATE:** December 1, 2017

**SUBJECT:** Application for a Transfer of Ownership of Liquor License No. 0837

Please be advised that we have reviewed the request submitted by Murphy Oil USA, Inc., DBA Murphy Express #8709, 2607 7th Street, Las Vegas, New Mexico and the findings are as follows:

- The property known as 2607 - 7th Street is zoned as a C-3 (General Commercial Zone) and as per §450-126. C-3 General Commercial Zone B. (3) Eating and drinking places, including bars, drive-in restaurants and cocktail lounges are permitted uses. The proposed activity is a permitted use in this zone.
- The Las Vegas Christian Center located at 2501 Ridge Runner Road, is the nearest church to the proposed location and is approximately eight hundred and fourteen feet (814') from 2607 - 7th Street.
- Legion Park Elementary School located at 730 Legion Drive, is the nearest school to the proposed location and is approximately one thousand sixty eight feet (1,068') from 2607 - 7th Street.
- The nearest military installation is Kirtland Air force Base, Albuquerque, NM and is approximately one hundred thirty six (136) miles from 2607 - 7th Street.

I have attached a portion of the Zoning Map with the approximate location of 2607 - 7th Street highlighted and an aerial map of the area showing the locations noted above.

If you have any questions, please contact me at Ext. 3279.

Attachments: 2

XC: Richard Trujillo, City Manager  
Corinna Laszlo-Henry, City Attorney  
Juan Montano, Chief of Police  
Research File

Approximate Location  
of 2607 - 7th Street

RIDGE RUNNER RD.

SEVENTH STREET

LEGION DRIVE

C3

C3

C3  
71-20

C3  
74-26

C3

C3  
78-21

Annexation  
08-06

C1

C3

Subdivision  
10-22

6

5

4

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2

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17

16

6

7

8

9

(7)





- #1: Las Vegas Christian Center, 2501 Ridge Runner Road, Las Vegas, NM 87701 - - App. 814' from 2607 - 7th Street
- #2: Legion Park Elementary School, 730 Legion Drive, Las Vegas, NM 87701 - - App. 1.068' from 2607 - 7th Street
- #3: Kirtland Air Force Base, Albuquerque, NM - - App. 136 miles from 2607 - 7th Street



CITY OF LAS VEGAS  
1700 NORTH GRAND AVE.  
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COUNCILOR, WARD 2

BARBARA PEREA-CASEY  
COUNCILOR, WARD 3

DAVID L. ROMERO  
COUNCILOR, WARD 4

MEMORANDUM

TO: Renee Garcia, Community Development Director

FROM:   
Casandra Fresquez, City Clerk

DATE: October 30, 2017

RE: Application for a Transfer of Ownership of Liquor License No. 0837.

Enclosed is a copy of the application for an Application for a Transfer of Ownership submitted by Murphy Oil USA, Inc., DBA Murphy Express # 8709, 2607 7<sup>th</sup> Street, Las Vegas, New Mexico, License No.0837.

This information is being submitted to your office for review and to verify that the 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 20, 2017 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
- Corinna Laszlo-Henry, City Attorney
- Juan Montano, Chief of Police



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 12/5/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 12/20/17

**ITEM/TOPIC:** Conduct a public hearing and adopt Ordinance No. 17-11 to enter into a loan agreement with the New Mexico Environment Department.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to conduct a public hearing and adopt Ordinance No. 17-11.

**BACKGROUND/RATIONALE:** This loan is for the purpose of obtaining project loan funding for the Waste Water treatment plant lift stations. The principal loan amount is \$350,000 and the subsidy grant fund amount is \$100,000 for a total funded amount of \$450,000.

**STAFF RECOMMENDATION:** Approval to conduct a public hearing and adopt ordinance.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the December 12, 2017 Utility Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

*M. Gilvany by [Signature]*  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

*[Signature]*  
\_\_\_\_\_  
**TONITA GURULE-GIRON**  
**MAYOR**

*[Signature]*  
\_\_\_\_\_  
**RICHARD TRUJILLO**  
**CITY MANAGER**

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

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

*[Signature]*  
\_\_\_\_\_  
**CORINNA LASZLO-HENRY**  
**CITY ATTORNEY**  
**(ALL CONTRACTS, ORDINANCES**  
**AND RESOLUTIONS MUST BE**  
**REVIEWED)**

**ORDINANCE NO. 17-11**

**AUTHORIZING THE CITY OF LAS VEGAS (“BORROWER”) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (“NMED”) FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS IN THE PRINCIPAL AMOUNT OF \$350,000.00; AND LOAN SUBSIDY GRANT FUNDS IN THE AMOUNT OF \$100,000.00; THE TOTAL FUNDED AMOUNT IS \$450,000.00; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER’S PLEDGED REVENUES DEFINED BELOW; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFORE.**

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance, unless the context requires otherwise.

**WHEREAS**, the Borrower is a legally and regularly created public body organized under the general laws of the State of New Mexico (“State”); and

**WHEREAS**, the Borrower now owns, operates and maintains a public utility constituting a Water/Waste Water (e.g., Joint Water and Wastewater) system (“System”), which includes a system for disposing of wastes by surface and underground methods; and

**WHEREAS**, the present System is insufficient and inadequate to meet the needs of the Borrower; and

**WHEREAS**, the Loan Agreement and Note will be payable solely from the Pledged Revenues; and



**WHEREAS**, the funds for this Project will include funds from a one-time federal grant to the NMED from the Environmental Protection Agency (“EPA”); and

**WHEREAS**, the Project is subject to specific requirements of the federal grant; and

**WHEREAS**, the Borrower has the following obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2017 (use the most current fiscal year end date)	Is the listed funding source superior, subordinate or on parity with this funding?
NMED #1438092	\$5,081,741	Parity
NMFA Las Vegas 13	\$35,261	Parity
NMED CWSRF-016	\$356,000	Parity
NMED CWSRF-004	\$4,287,950	Parity

**WHEREAS**, the Governing Body of the Borrower has determined that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:**

**Section 1. DEFINITIONS.** As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise (*such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined*):

**ACT.** The general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the governing Body of the Borrower relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

**ANNUAL AUDIT or SINGLE AUDIT.** Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

**AUTHORIZED OFFICER.** The Borrower's mayor, chief administrative officer, or other officer or employee of the Borrower as designated by the Borrower's Resolution Number 17-40 adopted by the governing body of the Borrower, as amended.

**BORROWER.** The entity requesting funds pursuant to the Act.

**FISCAL YEAR.** The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year or the System.

**FUNDS.** Loan and Loan Subsidy Grant funds.

**GOVERNING BODY OF THE BORROWER** (e.g., Council, Commission, Board, etc.) Council.

**LOAN.** A loan of funds from NMED made pursuant to the Loan Agreement.

**LOAN AGREEMENT.** One or more loan agreements between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the amended loan agreement which shall state the final amount the NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of execution thereof.

**LOAN SUBSIDY GRANT.** A sub-grant of funds to the Borrower from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement and Note.

**NMSA.** New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

**NOTE.** The interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreement.

**OPERATION AND MAINTENANCE.** All reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

**ORDINANCE.** This Ordinance as amended or supplemented from time to time.

**PARITY BONDS or PARITY OBLIGATIONS.** Revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

**PLEDGED REVENUES.** Wastewater/Sewer Revenues.

**PROJECT.** The most current NMED approved Project Description listed on the Project Description Form on file with NMED.

**PROJECT COMPLETION DATE.** Means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

**REGULATIONS.** Regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

**SUBORDINATE OBLIGATIONS.** Other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this Ordinance.

**Section 2. RATIFICATION.** All action heretofore taken (not inconsistent with the provisions of the Ordinance) by the Board, the officers and employees of the Borrower, directed toward the Loan Agreement and the Note, is hereby ratified, approved and confirmed.

**Section 3. FINDINGS.** The Governing Body of the Borrower hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

(A) The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower and will result in savings of finance costs to the Borrower.

(B) The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

(C) The Project is and will be part of the System.

(D) The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

**Section 4. SYSTEM.** The System shall continue to constitute a Water/Waste Water system and shall be operated and maintained as such.

**Section 5. AUTHORIZATION OF PROJECT.** The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal Loan amount

of \$350,000.00 and the Loan Subsidy Grant amount of \$100,000.00 excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

**Section 6. AUTHORIZATION OF LOAN AGREEMENT.**

(A) For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the residents of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the Borrower is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note shall not exceed \$350,000.00 without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower. The final maturity date on the Note shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must also obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

(B) The Borrower is hereby authorized to accept a Loan Subsidy Grant under the terms of the Loan Agreement. The Loan Subsidy Grant amount shall not exceed \$100,000.00 without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower. By accepting a Loan Subsidy Grant, the Borrower is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the Borrower is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the

Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

(C) The form of the Loan Agreement and the Note are approved. An Authorized Officer is hereby authorized and directed to execute and deliver the Loan Agreement and the Note and any extensions of or amendments to any such document to be executed after completion of the Project, or any substitution therefore, with such changes therein consistent with the Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

(D) From and after the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, the Loan Agreement and the Note.

**Section 7. SPECIAL LIMITED OBLIGATIONS.** The Loan Agreement and the Note and all payments thereon shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement and the Note except the designated special funds pledged therefore. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues the income from which is so pledged.

**Section 8. OPERATION OF PROJECT.** The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life.

**Section 9. USE OF PROCEEDS.** The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

**Section 10. APPLICATION OF REVENUES.**

**(A) OPERATION AND MAINTENANCE.** (If required, please define)

**(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S).** The Borrower shall pay the principal, interest and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

**(C) EQUITABLE AND RATABLE DISTRIBUTION.** Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

**(D) SUBORDINATE OBLIGATIONS.** The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note.

**Section 11. LIEN OF LOAN AGREEMENT AND NOTE.** The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a

security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

**Section 12. OTHER OBLIGATIONS.** Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

**Section 13. DEFAULT.** The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

(B) Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (*other than a default described in the previous clause of this section*) for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

**UPON OCCURRENCE OF DEFAULT:**

(A) The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.



(B) If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan and Loan Subsidy Grant disbursed to the Borrower from NMED.

(C) The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

**Section 14. ENFORCEMENT; VENUE.** The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

**Section 15. REMEDIES UPON DEFAULT.** Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

**Section 16. DUTIES UPON DEFAULT.** Upon the occurrence of any of the events of default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

**Section 17. TERMINATION.** When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

**Section 18. AMENDMENT OF ORDINANCE.** This Ordinance may be amended with the prior written consent of the NMED.

**Section 19. ORDINANCE IRREPEALABLE.** After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and remain irrevocable until the Note has been fully paid, terminated and discharged, as provided in the Ordinance.

**Section 20. SEVERABILITY CLAUSE.** If any section, paragraph, clause or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

**Section 21. REPEALER CLAUSE.** All bylaws, orders, Ordinances and Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, Ordinance or Ordinance, or part thereof, heretofore repealed.

***(BORROWER SHOULD ADD SIGNATURE PAGE AS USUAL AND CUSTOMARY)***

***Ordinance No. 17-11***

**PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**City of Las Vegas, New Mexico**

\_\_\_\_\_  
**Mayor Tonita Gurulé-Girón**

**ATTEST:**

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

**APPROVED AS TO LEGAL SUFFICIENCY ONLY**

\_\_\_\_\_  
**Corinna Laszlo-Henry, City Attorney**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 12/13/17**

**DEPT: Utilities Dept.**

**MEETING DATE: 12/20/17**

**ITEM/TOPIC:** Conduct a public hearing and adopt Ordinance No. 17-12 amending water conservation ordinance.

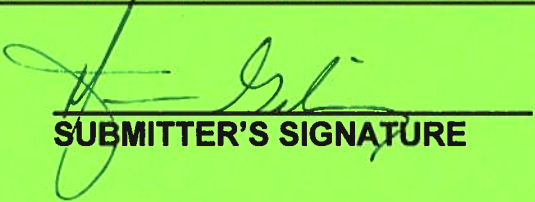
**ACTION REQUESTED OF COUNCIL:** *Conduct a public hearing and Approval/Disapproval to adopt Ordinance No. 17-12.*

**BACKGROUND/RATIONALE:** Amendment of water conservation Ordinance 440-26 to add small personal food gardens to the exceptions in the ordinance.

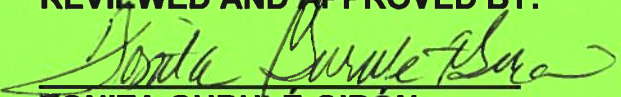
**STAFF RECOMMENDATION:** Conduct a public hearing and approval to adopt Ordinance No. 17-12.


**COMMITTEE RECOMMENDATION:** This item was discussed at the December 12, 2017 Utility Committee Meeting. Their recommendation will be provided at the Council Meeting.

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

  
SUBMITTER'S SIGNATURE

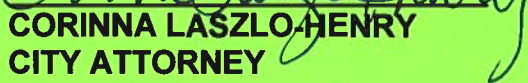
**REVIEWED AND APPROVED BY:**

  
TONITA GURULÉ-GIRÓN  
MAYOR

  
RICHARD TRUJILLO  
CITY MANAGER

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

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

  
CORINNA LASZLO-HENRY  
CITY ATTORNEY  
(ALL CONTRACTS, ORDINANCES  
AND RESOLUTIONS MUST BE  
REVIEWED)

CITY OF LAS VEGAS  
CITY COUNCIL  
ORDINANCE NO. 17-12

AN ORDINANCE AMENDING WATER CONSERVATION ORDINANCE 440-26  
TO EXEMPT SMALL, PERSONAL FOOD GARDENS

**WHEREAS**, much of the City of Las Vegas is designated by the USDA as a food desert, and

**WHEREAS**, food deserts are strongly linked to obesity and diabetes, particularly among low-income children, and

**WHEREAS**, over forty percent of city residents have income below the federal poverty level, and

**WHEREAS**, personal food gardens can reduce food costs, easing the financial burden on low income families, and

**WHEREAS**, the city's current water conservation ordinance draws no distinction between watering a personal food garden and watering a two-acre lawn, and

**WHEREAS**, the keeping of local vegetable gardens helps preserve local heirloom crops such as calabacitas and maiz concha, and

**WHEREAS**, water restrictions can destroy personal food gardens, and

**WHEREAS**, other municipalities have incorporated into their water conservation ordinances exceptions for personal food gardens, now therefore

Be it ordained that Water Conservation Ordinance, §440-26, J. (2) is amended by the Governing Body of the City of Las Vegas, to add to the list of exceptions,

**J. Exemptions. [ Amended 12-14-2010 by Ord. No. 10-31]**

**2. Outdoor Uses**

**f. Personal fruit and/or vegetable gardens of 200 square feet or less, watered by drip irrigation, soaker hose or by hand.**

**§ 440-26. Water conservation. [Amended 7-12-1990 by Ord. No. 78-44; 8-19-1998 by Ord. No. 98-2; 5-25-2000 by Ord. No.**

**99-34; 5-16-2001 by Ord. No. 01-14; 6-21-2010 by Ord. No.**

**09-18]**

- A. Short title. This section may be cited as the "City of Las Vegas Water Conservation Ordinance."**
- B. Purpose. The purpose of this section is to provide the City the means to reduce per capita water demands by requiring its government, citizens and businesses to comply with prescribed water conservation regulations and by establishing financial and other incentives for water conservation.**
- C. Scope. This section shall apply to all City provided water, whether potable or effluent, and all customers of the City water or wastewater utility wherever situated to the extent legally permissible.**
- D. Declaration of policy.**
  - (1) The governing body finds and determines that encouraging and requiring the adoption of water conservation measures is an effective and low-cost means to balance water demands with limited available water supplies and production capabilities. The governing body further recognizes that as a consequence of implementing water conservation regulations, reduction in water use provides the following benefits to the City and its citizens:**
    - (a) Potential for reduction of individual residential and commercial customers' water and sewer bills.**
    - (b) Provides a means of working within available supply and water rights while additional supply sources are being brought on line with an interim goal of 2.5% per year reduction in treated water produced with a goal of reaching 75 gallons per capita per day over the next 20 years. This will allow the City to stay within its allotted water rights.**
    - (c) Reduces peak summer demands thereby reducing short- and long-term system costs.**
    - (d) Enhances the local environment by minimizing transport of fertilizer, pesticide, and other contaminants from runoff to surface waters and deep percolation to groundwaters. Enhances the global environment by**

reducing energy consumption associated with water production, treatment, and distribution.

- (2) It is hereby declared, because of the City's immediate and long-term limited water supplies and the overall benefits of water conservation, that the City promote and require water use efficiency strategies for the public health, safety, and general welfare of its citizens.
- (3) It is hereby declared that, to promote implementation of efficiency measures, the City establishes a water rebate program to be developed and administered by the Utilities Department.
- (4) It is hereby declared that the City shall consult with other stakeholders to include the Office of the State Engineer, Acequias and Storrie Water Users' Association to maximize the effectiveness of water conservation in the Gallinas River Basin. The City will work with the above-named agencies to promote water conservation projects.
- (5) It is hereby declared that the City shall develop and implement water pricing mechanisms such as progressive block rate structures and/or other feasible alternatives to encourage water conservation.
- (6) It is hereby declared that water rate structures shall be established so as to provide sufficient receipts to cover all of the Utility's aggressive retrofit rebates and other water conservation efforts.
- (7) It is hereby declared that if any part of this section is stricken as illegal, then the remainder of this section will continue with full force and effect.
- (8) It is hereby declared that the City shall take a leadership in position and be in compliance with all requirements within 12 to 18 months.
- (9) It is hereby declared that the City will assess leaks in the distribution system within 12 months of implementation of this section and establish and maintain an ongoing leak detection program.
- (10) It is hereby declared that the City shall develop a meter inspection program and monitor unaccounted for unbilled water.



(11) It is hereby declared that the City, within 12 to 18 months, shall develop and promulgate policies which provide for a family of year-by-year quantitative water conservation goals, to include items such as total surface water diversion, total groundwater diversions, distribution system losses, and criteria for specific major users. The City shall establish policies to ensure a proactive violation detection program.

E. Signage, public notices, education.

(1) Signage.

(a) Public, semipublic, and governmental rest room and shower facilities. These facilities shall post no less than one water conservation sign in each rest room and shower facility, the size of which shall not be less than 8.5 inches by 11 inches. Entities may use a City-provided sign or develop their own sign using City-provided text, the text of which shall cite this section. A "semipublic facility" shall include all private clubs and fraternal organizations. Postings shall be displayed in a visible location.

(b) Hotels, motels, and other lodging facilities. These facilities shall include a water conservation informational card or brochure in a visible location in each guest room. Entities may use City-provided literature or develop their own using City-provided text.

(2) Notices. The Utilities Department shall make the following information available to the public through local media outlets or and through distribution of public education materials:

(a) Snow water equivalent as measured at the Wesner Springs SnoTel Measuring Site by comparison of recent measurements to the previous three years for the same period (to be made available to local media outlets during the months of February, March and April).

(b) Gallinas River flows, total water production and current reservoir storage (to be made available to local media outlets year round).

(c) Retail plant nurseries. Retail plant nurseries shall provide their end use customers with City-provided low-water-use landscape literature and water efficient irrigation guidelines at the time of sale of any outdoor perennial plants. An "end-use customer" is the person or persons

who will ultimately own the plant material. A landscape contractor or architect is not an end-use customer. In order to facilitate the purchasing of low-water-use plants, nurseries are strongly encouraged to tag or sign their low-water-use plants.

- (d) Landscape contractors and architects. Landscape contractors and architects shall provide prospective clients with City-provided low-water-use landscape literature and water efficient irrigation guidelines at the time of presenting a service contract to their prospective client. Landscaping professionals are strongly encouraged to educate their customers regarding the operation of timed irrigation systems and/or cisterns for water harvesting and curb cuts to catch road runoff where appropriate.
  - (e) Realtors, title companies, attorneys, banks, and other closing real estate transactions. These individuals or entities shall provide the party purchasing a home, business, or property with City-provided indoor and outdoor water conservation literature at the time of closing.
  - (f) City departments. The City shall provide indoor and outdoor conservation literature:
    - [1] To all persons applying for a building permit.
    - [2] To all customers initiating new water service from the City of Las Vegas Utilities Department
- (3) Education.
- (a) The City Utilities Department shall make available water conservation educational material to increase the awareness of the public regarding the value of our water resources and how water can be used more efficiently (year round). The City shall seek to coordinate the exchange and distribution of educational materials and awareness efforts with New Mexico State agencies, acequias, municipalities, counties, and utilities.
  - (b) The City Utilities Department shall inform the public of the water conservation measures of this section. Public information/education will be conducted for a reasonable period as to allow the public to become informed of said

conservation measures. The effectiveness of this education will be made available to the public.

- (c) The City Utilities Department will maintain a continuing public education program concerning water conservation to include the measures of this section throughout the year.
  - (d) The City Utilities Department will post on its website an annual report of overall City facility water consumption figures and top 10 water users by class during the month of February.
- F. Outdoor uses. The following subsection shall apply to all City customers using City-provided water for outdoor uses. These restrictions shall also apply to any properly licensed person, firm or corporation engaged in the business of growing or selling plants. The City encourages the use of greywater meeting applicable standards or water harvested from precipitation.
- (1) Irrigation. Irrigation shall be permitted on:
    - (a) Even-numbered calendar days at locations with even-numbered street addresses.
    - (b) Odd-numbered calendar days at locations with odd-numbered addresses.
    - (c) Irrigation shall be permitted during the early morning from 6:00 a.m. to 8:00 a.m. or late evening from 8:00 p.m. to 10:00 p.m.
  - (2) Irrigation systems. Overhead spray irrigation systems are prohibited in all areas except turf areas. Temporary irrigation systems will be reviewed on a case-by-case basis.
  - (3) Shutoff nozzles shall be required on all hoses used for hand watering, washing of vehicles, or any other type of outdoor water use.
  - (4) Large landscaped areas. Areas with water pressure limitations or inadequate irrigation equipment which restrict the owner's ability to irrigate in the odd/even manner specified in the above subsections may designate a portion of its landscape area as "odd" and a portion as "even." The Utility Department shall approve this designation prior to irrigating. The utility account holder shall submit an

irrigation plan with a sketch map showing odd and even irrigation areas.

- (5) Owners of acequia rights or private wells. To the extent that water is available, those supplies shall be used prior to the use of City water.
- (6) Minor private water service line leaks, as determined by the City, shall be repaired by the owner or property manager within 15 days of initial notification by the City. A severe leak, as determined by the City, shall be repaired immediately. Failure to do so may result in discontinuance of service as set forth in § 440-10 of this chapter. Proof of repair shall be provided to the City Utilities Department upon completion of the repair.
- (7) Concrete, cement, asphalt, or other impervious surfaces shall not be washed down with a hose or other means of transported water, unless there is a hazard to be removed. The City Utilities Department and City Fire Department shall be advised of said hazard. Surfaces include, but are not limited to, sidewalks, parking lots, ramps, and loading docks.
- (8) In order to protect the large public investment in parks and playing fields the use of treated effluent water to water trees and shrubs in public parks, playing fields and other publicly maintained spaces may be restricted by the Utilities Department but is generally exempt from Stage I, II, III and IV watering restrictions. This subsection recognizes that even in times of low water parks and playing fields are essential to the continuing quality of life in the City and may even help to minimize long-term water consumption by providing shaded areas and reducing runoff.
- (9) Water waste.
  - (a) Citizens shall not allow any water, such as City water, well water, or effluent water, to leave the customer's property by drainage onto adjacent properties or public or private roadways or streets.
  - (b) Sprinklers shall be shut off during rainy and windy events.

**G. Indoor uses.**

- (1) Minor indoor plumbing leaks, as determined by the City, shall be repaired by the owner or property manager within 15 days

of initial notification by the City. A severe leak, as determined by the City, shall be repaired immediately. Failure to do so may result in discontinuance of service as set forth in § 440-10 of this chapter. Proof of repair shall be provided to the City Utilities Department upon completion of the repair.

- (2) **Water conservation plumbing.** For all new construction, remodeling and all replacements of existing plumbing fixtures, the water conservation plumbing standards set out below shall be met. In addition, with the exception of Subsection G(2)(d), it is strongly recommended that all existing nonresidential water users shall retrofit their facilities such that the plumbing fixtures noted below are in place one year from the date of adoption of this subsection. It is also strongly recommended that any residential property with more than three rental units shall retrofit their facilities such that the plumbing fixtures noted below, with the exception of Subsection G(2)(b) and (d), are in place one year from the date of adoption of this subsection.
- (a) **Water closets.** Water closets, either flush tank, dual flush, flushometer tank, or flushometer valve operated, shall have an average consumption of not more than 1.6 gallons (6.1 liters) of water per flush or less.
  - (b) **Urinals.** Urinals shall have an average water consumption of not more than 1.0 gallons (3.8 liters) of water per flush.
  - (c) **Nonmetered faucets.** Lavatory and kitchen faucets shall be equipped with aerators and shall be designed and manufactured so that they will not exceed a water flow rate of 2.0 gallons (9.5 liters) per minute.
  - (d) **Metered faucets.** Self-closing metering faucets shall be installed on lavatories intended to serve the transient public, such as those in but not limited to public institutions, service stations, train stations, airports, restaurants, and convention halls. Metered faucets shall deliver not more than 0.25 gallons (1.0 liters) of water per use. New construction must install infrared sensor hands-free faucets in all buildings with public access.
  - (e) **Shower heads.** Shower heads shall be designed and manufactured so that they will not exceed a water supply flow rate of 2.5 gallons (9.5 liters) per minute. Emergency safety showers are exempted from this subsection. The City Utility Department shall make available low-flow

showerheads to its customers, subject to the availability of funds.

- (f) Recirculating hot water systems. Hotels and motels shall install recirculating hot water systems on all new construction.
  - (g) Installation. Water-conserving fixtures shall be installed in strict accordance with the manufacturer's instructions to maintain their rated performance.
  - (h) Certificate of compliance. All of the requirements regarding water-conserving devices mentioned shall be certified by a certificate of compliance by a licensed mechanical contractor or plumbing permittee before or at a time of the final plumbing inspection.
  - (i) High-efficiency front-loader washing machines are highly recommended and shall be promptly installed, except where City utility representatives agree that installation is not economically feasible.
- (3) Eating establishments. All commercial eating establishments shall provide water or other beverages only upon request. Eating establishments serving beverages in single-serving containers shall only serve an accompanying glass if specifically requested by the customer. These provisions shall be clearly communicated to the customer in at least one of the following manners: on the menu, by use of a table tent or similar signage on the table, or posting in a location clearly visible to all customers. All catering and banquet operations shall comply with the provisions of this subsection.
- (4) Lodging restrictions. Lodging facilities shall not change the sheets and towels more than once every four days for guests staying four days or more unless there is a justified public health reason. Guests shall be informed of this requirement, in writing, at the time of check-in.
- (5) Institutional water users. Institutional water users on the City of Las Vegas system shall conduct annual internal water audits and shall develop and implement a water conservation program to reduce consumption that is to include replacing all high-flow fixtures with low-flow devices. Their conservation program should be developed in conjunction with the City.

- (6) **City facilities/parks.** The City of Las Vegas shall conduct annual internal water audits of these facilities.

**H. New construction.**

- (1) **New construction or remodeling by contractors and private individuals.** Commercial contractors are required to obtain the proper building permit issued by the City Community Development Department allowing the construction or remodeling that requires the use of water. Set construction shall meet standards outlined in Subsection G.
  - (2) **Irrigation systems.** Irrigation systems for all new commercial and multifamily residential developments are to be installed with automatic timing controllers. Irrigation systems are to be designed to avoid overspray or drainage of water onto any paved or unplanted surface and follow same time and day restrictions.
  - (3) **Irrigation of newly installed sod and plants** is subject to Subsection J, Exemptions.
  - (4) **All new state or publicly funded construction** must meet LEED certification for energy and water consumption.
- I. Water shortage; conservation stages.** The following additional water conservation stages shall apply when the water shortages dictate the need to increase conservation of treated, potable water. The City Manager, upon consultation with the Utility Director, shall determine when each stage is implemented based on operational requirements, predicted or actual water supply limitations and/or reservoir levels. The Mayor and Council may decide to discontinue stages of the City of Las Vegas water conservation program.
- (1) **Stage I.**
    - (a) **Irrigation.** Irrigation shall be permitted on the following days and addresses:
      - [1] **Monday, Wednesday, and Friday** at locations with even-numbered street addresses.
      - [2] **Tuesday, Thursday and Saturday** at locations with odd-numbered street addresses.
      - [3] **Irrigation shall be permitted during the early morning from 6:00 a.m. to 8:00 a.m. or late evening from 8:00 p.m. to 10:00 p.m.**

- (b) **Vehicle washing.** No City-provided water shall be used to wash automobiles except at places of business whose services include the washing of cars, where high-pressure wash is utilized either by self-service or fully automated process, or car dealerships which utilize high-pressure wash equipment. Further, such washing is exempt from these regulations where the health, safety and welfare of the public is contingent upon frequent vehicle cleanings, such as refuse collection trucks and vehicles used to transport food and perishables and businesses with recycling systems. Based on administrative approval, the City will encourage the use of recycling systems and other conservation techniques available to the industry by offering such incentives as it deems appropriate.
  - (c) **Swimming pools.** Swimming pools and spas/hot tubs filled prior to the implementation of Stage I and utilizing treated water shall not add water to make up losses through evaporation or splashing, through draining or through leaks in pools and spas/hot tubs while Stage I is in effect with the exception of any municipally or Highlands University owned covered (enclosed) swimming pool(s).
  - (d) **Eating establishments.** All restaurants are prohibited from serving water to their customers except when specifically requested by the customers.
  - (e) **Ornamental fountains.** Ornamental fountains may operate if they recirculate water but not during windy periods. Ornamental fountains that do not recirculate water are prohibited.
  - (f) **Fire hydrants.** Use of water from fire hydrants shall be limited to fire fighting, related activities or other activities necessary to maintain the health, safety, and welfare of the citizens served by the municipal water system. Metered use of hydrants may be allowed at the Utility Director's discretion.
  - (g) **These restrictions shall not apply to any properly licensed person, firm, or corporation engaging in the business of growing or selling plants.**
- (2) **Stage II.**



- (a) Irrigation. Irrigation shall be permitted on the following days and addresses:
- [1] Mondays and Fridays at locations with even-numbered street addresses.<sup>1</sup>
  - [2] Tuesdays and Saturdays at locations with odd-numbered addresses.
  - [3] Irrigation shall be permitted during the early morning from 6:00 a.m. to 7:00 a.m. or late evening from 8:00 p.m. to 9:00 p.m.
- (b) Vehicle washing. Requirements continue as in Stage I with the following addition: Businesses, whose services include the washing of automobiles, shall not be allowed to use City-provided water for washing of automobiles on Mondays, Wednesdays and Fridays. Use of recycled water is permitted any day of the week.
- (c) Swimming pools. Requirements continue as in Stage I.
- (d) Eating establishments. Requirements continue as in Stage I.
- (e) Ornamental fountains. Requirements continue as in Stage I.
- (f) Fire hydrants. Requirements continue as in Stage I.
- (3) Stage III.
- (a) Irrigation. Irrigation shall be permitted on the following days and addresses:
- [1] Wednesdays at locations with even-numbered street addresses.
  - [2] Thursdays at locations with odd-numbered street addresses.
  - [3] Irrigation shall be permitted during the early morning from 6:00 a.m. to 7:00 a.m. or late evening from 8:00 p.m. to 9:00 p.m.
- (b) Vehicle washing. Vehicle washing is only permitted at businesses that utilize recycled water.

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1. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

- (c) Swimming pools. There will be no refilling or adding of water to swimming pools with the exception of any municipally or Highlands University owned covered (enclosed) swimming pool(s).
  - (d) Eating establishments. Requirements continue as in Stage I.
  - (e) Ornamental fountains. Requirements continue as in Stage I.
  - (f) Fire hydrants. Requirements continue as in Stage I.
- (4) Stage IV.
- (a) No outdoor watering. The City Manager, upon consultation with the Utility Department, may declare an emergency and thus impose more stringent restrictions should conditions warrant, subject to modification by formal action of the City Council.
  - (b) Said emergency restrictions may be temporary or long term based upon the nature of the emergency, and shall include, when and as necessary, municipal action as authorized by law, to take control of the Rio Gallinas Stream System to protect it during actual or predicted drought conditions. Emergency restrictions may also include City action to restrict the use of private wells and/or ditches, as the City deems it necessary, to the extent authorized by the law, and are subject to the approval of the Mayor and City Council.
- J. Exemptions. [Amended 12-14-2010 by Ord. No. 10-31]**
- (1) Indoor uses. The City Utility Director has the authority to permit exceptions in any case necessary to maintain adequate health and sanitation standards.
  - (2) Outdoor uses.
    - (a) Newly installed plantings or sod and gardens, prior to Stage I or II. Due to the need of newly installed sod and gardens to establish a root system, a sixty-day exemption period may be allowed by the Utilities Director. Residents, commercial establishments, and all other entities shall apply for said sixty-day exemption by advising the Utilities Department and, if approved, providing a copy of a proper bill of sale or other sufficient

proof deemed appropriate by the Utilities Director. The sixty-day exemption shall be effective beginning the day of the date of the bill of sale. Wherever acequia rights or private wells are lawfully available for this purpose, such waivers shall not be granted, in whole or in part. The exemption is for newly installed plantings or sod and gardens only and not for other new or existing landscaping (trees and shrubs).

- (b) Nursery stock. Plants being irrigated for retail or wholesale sale are exempt.
  - (c) Treated effluent; irrigation using treated effluent. Prior to the application of treated effluent, under written agreement with the City, the customer must complete the proper notice of intent form seeking approval from the New Mexico Environment Department. Copies of the completed form and of the notice of approval shall be provided to the Utilities Department prior to the use of treated effluent.
  - (d) Landscape companies, property owners, licensed plumbers or individuals setting timed irrigation systems shall ensure that systems comply with time and day restrictions. Ultimate responsibility for compliance lies with the property owner.
  - (e) The City Utility Director has the authority to permit exceptions in any case necessary to maintain adequate health and sanitation standards.
  - (f) Personal fruit and/or vegetable gardens of 200 square feet or less, watered by drip irrigation, soaker hose or by hand.
- (3) The City of Las Vegas Water Filter Plant is exempt from this section in their maintenance practices of washing down equipment using City-treated water.
  - (4) Harvested rainwater and greywater are exempt.
  - (5) Hardship case waivers. Individuals and entities unreasonably or adversely affected by any part of this water conservation ordinance may apply in writing to the Utility Director for an equitable exception waiver or adjustment. Such waiver or adjustment may be granted for a period of one year (or two years) with the recommendation of the Utilities Director and approval of the City Manager.
  - (a) The applicant must submit evidence sufficient to convince the designated approver that:

- [1] Literal application of this section creates a bona fide hardship upon the individual or entity.
  - [2] The individual or entity has a strong and effective water conservation process in place.
  - [3] The waiver or adjustment would not be unfair to other City residents.
  - [4] The proposed waiver or exception will ameliorate the hardship.
- (b) If the waiver or adjustment is granted, the grantee must cause a publication of a brief legal notice describing the waiver or adjustment in the Optic.
  - (c) Upon expiration of the waiver or adjustment period, the individual or entity may apply for a subsequent waiver or adjustment.
  - (d) The designated City approver must render a decision in writing within 30 days of receipt of the application.
  - (e) The individual or entity may appeal an adverse decision in writing to the City Council within 30 days of receipt of the decision.
- K. Enforcement.** The City Manager or designee to include but not limited to the Water Conservation Specialist, City Police Department, City Code Enforcement Officers, Fire Department and or Animal Control Officers as authorized by the Municipal ordinances shall be the enforcement authority of this section in the following manner.
- (1) **Violations/penalties.** The following procedure and applicable penalty will be used in addressing violations of this chapter upon observation or reasonable suspicion of said violation.
    - (a) The first violation shall result in the issuance of a warning citation to the party committing said violation. The citation shall advise the party of the nature of the offense and of the subsection of this section that has been violated and it shall be consistent with Subsection K(2)(b)[1]. The result of the first violation shall be the distribution of a copy of this section and an educational packet containing information on water conservation to the party committing the violation.

- (b) Upon observation of or reasonable evidence of a second violation, a citation shall be issued to the party violating this chapter advising the party of the specific violation and include a notice to appear in Municipal Court. The penalty for the second violation shall be consistent with the penalties noted in Subsection K(2)(b)[2].
  - (c) Subsequent violations shall be subject to Subsection K(2)(b)[3].
- (2) Water shortage. Conservation Stages I, II, III, IV.
- (a) All violations of water emergency stages shall come under the jurisdiction of the Municipal Court of the City of Las Vegas, New Mexico. Any person, business, institution or industrial plant found in violation of this chapter shall be fined as follows.
  - (b) Unless otherwise specified or ordered by the governing body of the City of Las Vegas, violators of this section or other water use restrictions issued by the enforcement authority as specified in Subsection K shall be subject to the following schedule of citation penalties to the extent that occur within a twelve-month period:
    - [1] First violation. A warning shall be issued and include the address of where the violation occurred, a description of the violation, and notification of the consequences of subsequent violations.
    - [2] Second violation: \$350 penalty assessment municipal violation.
    - [3] Third and subsequent violation: \$450 penalty assessment municipal violation per occurrence.
- (3) Penalties shall be distinct from of any Court costs assessed by the Municipal Court.
- (4) All fines imposed shall apply to the account holder.
- L. Definitions. As used in this section, the following terms shall have the meanings indicated:
- ADMINISTRATIVE APPROVAL** — May be granted by City Manager and/or Water Director.
- CITY-PROVIDED WATER** — Water which is diverted or pumped from surface water and/or well water sources and supplied to

all citizens, businesses, industrial and governmental customers serviced by the City's water system.

**DRIP IRRIGATION** — Low-pressure, low-volume irrigation applied slowly, near or at ground level, to minimize runoff and loss to evaporation.

**EVEN-NUMBERED PROPERTIES** — Properties where the official address ends in an even number. Landscaped areas associated with a building will use the number of that building as their address. Only one address shall be used for a large landscape area associated with one building or activity, even if the landscaped area is broken into many separate subareas.

**GREYWATER** — Water-carried waste from kitchen (excluding garbage disposal) and bathroom sinks, wet bar sinks, showers, bathtubs and washing machines. Greywater does not include water-carried wastes from kitchen sinks equipped with a garbage disposal, utility sinks, any hazardous materials, or laundry water from the washing of material soiled with human excreta. Greywater must meet NMED regulations.

**HARVESTED WATER** — Precipitation or irrigation runoff collected, stored and available for reuse for irrigation purposes.

**ODD-NUMBERED PROPERTIES** — Properties where the official address ends in an odd number. Landscaped areas associated with a building will use the number of that building as their address. Only one address shall be used for a large landscape area associated with one building or activity, even if the landscaped area is broken into many separate subareas.

**PER CAPITA PER DAY** — Total average daily gallons of treated potable water divided by the estimated population.

**POTABLE WATER** — Treated water provided by the City that is suitable for drinking, cooking, and other domestic use.

**RAW WATER** — Water drawn from a reservoir or other water source before treatment.

**REBATE PROGRAM** — A program designed to encourage a permanent reduction in the amount of water used inside and outside of the home by establishing financial incentives.

**RUNOFF** — Water which is not absorbed by the soil or landscape to which it is applied. Runoff occurs when water is applied too quickly (application rate exceeds infiltration rate), particularly if there is a severe slope. These standards do not apply to

**stormwater runoff** which is created by natural precipitation rather than human-caused or applied water use.

**SERVICE AREA** — All customers receiving water service from the City of Las Vegas water source.

**SHUTOFF NOZZLE** — Device attached to end of hose that completely shuts off the flow, even if left unattended.

**SNOW WATER EQUIVALENT** — The depth of water in the snowpack, if the snowpack were melted, expressed in inches.

**TREATED EFFLUENT WATER** — A nonpotable water source, which has been deemed acceptable for the intended use, by the state of New Mexico Environment Department.

**WATER WASTE** — The nonbeneficial use of water.

*Ordinance No. 17-12*

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

City of Las Vegas, New Mexico

\_\_\_\_\_  
Mayor Tonita Gurulé-Girón

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY ONLY

\_\_\_\_\_  
Corinna Laszlo-Henry, City Attorney



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 12-08-17**

**DEPT: Community Development**

**MEETING DATE: 12-20-17**

**ITEM/TOPIC:**

Rezone of a property known as Parcel B-2, located behind 300 South Grand Avenue, Las Vegas, New Mexico via Ordinance #17-15, amendment to the Official Zoning Map for property.

**ACTION REQUESTED OF COUNCIL:**

Conduct a public hearing and approve or disapprove the adoption of proposed ordinance.

**BACKGROUND/RATIONALE:**

Matias Jr. & Consuelo F. (aka Francille C.) Martinez, owners of Parcel B-2 located behind 300 South Grand Avenue, Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on November 27, 2017. Mr. & Mrs. Martinez are requesting that said property be re-zoned from the present C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone). The applicant's intent is to have property taxes lowered on said lots.

**STAFF RECOMMENDATION:**

Consideration by Mayor and Council.

**COMMITTEE RECOMMENDATION:**

The Planning & Zoning Commission recommends approval of the re-zone from General Commercial to Single Family Residential.

**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 GURULÉ-GIRÓN  
MAYOR

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

  
RICHARD R. TRUJILLO  
CITY MANAGER

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

  
CORINNA LASZLO-HENRY  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

Approved to form 1-26-15

**CITY OF LAS VEGAS, CITY COUNCIL  
ORDINANCE NO. 17-15**

**AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN C-3 (GENERAL COMMERCIAL ZONE) TO AN R-A (RESIDENTIAL AGRICULTURAL ZONE) FOR PARCEL B-2 (3.097 ACRES ±) LOCATED BEHIND 300 SOUTH GRAND AVENUE, LAS VEGAS, NEW MEXICO AS REQUESTED BY MATIAS JR. & CONSUELO F. (aka FRANCILLE C.) MARTINEZ (APPLICANTS/OWNERS).**

**WHEREAS**, Matias Jr. & Consuelo F. (aka Francille C.) Martinez have applied for an amendment to the official zoning map for Parcel B-2 (3.097 acres ±) located within T16n, R16e, Section 26, behind 300 South Grand Avenue, Las Vegas, New Mexico pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

**WHEREAS**, on November 27, 2017 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone Parcel B-2 (3.097 acres ±) located within T16n, R16e, Section 26, behind 300 South Grand Avenue, Las Vegas, New Mexico from an C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone) and on November 27, 2017 adopted a motion recommending approval of the proposed amendment.

**WHEREAS**, on December 20, 2017, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

**NOW, THEREFORE BE IT ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property known as Parcel B-2 (3.097 acres ±) located within T16n, R16e, Section 26, behind 300 South Grand Avenue, Las Vegas, New Mexico from a C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone), and more fully described as follows:

Parcel B-2 (3.097 acres ±), as shown on the Plat of Survey prepared by John David Hernandez, Hernandez Surveys, a copy of which is attached.

**BE IT FURTHER ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.

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2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

**PASSED, APPROVED AND ADOPTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

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

\_\_\_\_\_  
Tonita Gurulé-Girón, Mayor

**REVIEWED AND APPROVED  
AS TO LEGAL SUFFIENCY ONLY**

\_\_\_\_\_  
Corinna Laszlo-Henry, City Attorney

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**SUMMARY PLAT SUBDIVISION TWO LOT SPLIT OF PARCEL 'B' OF THE LANDS OF MATIAS MARTINEZ JR.**  
 South Grand Ave., Partially within the City of Las Vegas, San Miguel County, New Mexico.

**References**

1. NMSHD CONTROL MAP IR 025-5072(34) PIN 1931 prepared by Rick O. Ford NMS 5 & 10002 dated 1995.
2. Final A. Mortgage Survey for Matias Martinez, Martinez, one of the parties, recorded in Book 224 Page 4968 of the San Miguel County Records.
3. Survey prepared by Junior Martinez dated August 1975 by for Kingman, Dinsdale & Associates PA, Dew # 76120
4. Plat of the Survey & Monumentation of the Matias Martinez, Jr. lands, lot by Jose L. Serrano, dated in Las Vegas, Nevada, County Survey for Basha Bheata, by Ted Winston, dated June 1982, recorded in Book 16, page 61
5. Plat of Survey of the lands of Matias Martinez, Jr., South Grand Ave. by Herman, Survey # 11-09-1017-7 dated November 16, 1988.
6. WARRANTY DEED from Jose Arturo Martinez & Maria De la Luz Matlo to Matias Martinez, Jr. & Consuelo Martinez, dated January 7th 1988.
7. Warranty deed Matias & Delvina Martinez to Matias Martinez, Jr. filed for record in Book 224 Page 4968 of the San Miguel County Records.
8. Warranty Deed from Charles & Blanche Vello to Bachubal N. & Indu B. Bhatia recorded in Book 257, Page 5574, Filed 05-78-88, San Miguel County, New Mexico.
9. Warranty Deed from Matias Sr. & Delvina C. Martinez to Matias Martinez, Jr., recorded in Book 224, Page 3186, San Miguel County.
10. Warranty Deed from Brian Martinez Jr. to Matias Martinez Jr. & Consuelo Martinez dated Nov. 18, 2011, recorded in the Records of San Miguel County November 18th, 2011 instrument #201104371

**LEGEND**

- FENCE LINE
- SET REBAR W/PL CAP #13977
- NMSHD MONUMENT
- FOUND REBAR W/ CAP
- FOUND I-RAIL
- PROPERTY LINE

NMSHD CONTROL POINT 1831-1R  
 N/S/ Bachubal & Indu Bhatia UPLC #13977  
 1-095-092-115-190  
 5th 2nd Flr. 9

**PARCEL B-1**  
 A certain parcel of land within the Las Vegas Grant, projected Sec. 35, Township 16-N, Range 16-E, North 18, beginning at a NMSHD BRASS CAP #1831-1R thence N 16°54'50" E a distance of 512.913' to an aluminum cap # 6247 the point of beginning; thence N 86°05'06" E a distance of 130.04' to a set CIP #13977; thence S 20°44'31" W a distance of 112.61' to a ind. CIP #13977; thence N 81°36'17" W a distance of 117.46' to a ind. CIP #13977; thence N 12°28'06" E a distance of 80.48' to a ind. CIP #68847; which is the point of beginning, having an area of 11,827.34 square feet, 0.272 acre 1/100.

**PARCEL B-2**  
 A certain parcel of land within the Las Vegas Grant, projected Sec. 35, Township 16-N, Range 16-E, North 18, beginning at a NMSHD BRASS CAP #1831-1R thence N 16°54'50" E a distance of 512.913' to a ind. CIP #6847; thence N 86°05'06" E a distance of 130.04' to a set rebar w/ cap # 13977, the Point of Beginning of this Parcel (B-2); thence N 86°05'06" E a distance of 83.92' to a ind. CIP #8847; thence N 24°12'03" W a distance of 145.83' to a ind. CIP #13977; thence N 67°21'50" E a distance of 436.48' to a ind. CIP NMSHD; thence S 00°14'10" E a distance of 315.30' to a ind. I- Rail; thence S 65°34'12" W a distance of 464.97' to a ind. CIP #13977; thence N 25°02'57" W a distance of 105.42' to a ind. CIP #13977; thence N 20°44'31" E a distance of 112.61' to a set point which is the point of beginning, having an area of 134,906.03 square feet, 3.097 acres 1/100.

Note:  
 1. Basis of Bearing, GPS observation and file NMSHD 1831-1R control station with State Plane Coordinates: North 1,652,748.00 East 276,764.764  
 2. All distances shown are ground distances.  
 3. All monuments set or found on show.



**SURVEYOR'S CERTIFICATE**

I, John David Hernandez, New Mexico Professional Surveyor, hereby certify that this Survey was prepared from an actual survey performed by me or under my supervision, that I am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, that this Survey and the field survey upon which it is based, is in full compliance with the standards of the Surveying Law of the State of New Mexico, and that this is not a local division or subdivision as defined in the New Mexico Subdivision Act. This survey was completed February 7, 2017.

*[Signature]*  
 John David Hernandez P.L.S. 13977  
 Hernandez Surveys  
 1513 Eighth Street Las Vegas, N.V. 87701, ph. (505) 718-2661  
 Date 2-10-2017



OWNER	Martinez Jr. & Consuelo
LOCATION	Las Vegas Grant
SUBDIVISION	N/A
INDEXING INFORMATION FOR COUNTY CLERK	
PREPARED FOR	Martias Martinez Jr
DATE	February 10, 2017
PLAT OR BOUNDARY SURVEY	16-11-8940-1
SCALE 1" = 50'	SHEET 1 OF 2

COUNTY OF SAN MIGUEL  
 STATE OF NEW MEXICO  
 I hereby certify that this instrument was filed for record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ a.m. and was duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_ records of San Miguel County.

Witness my hand and seal of office  
*[Signature]*  
 County Clerk, San Miguel County, New Mexico



**CITY COUNCIL  
RECORD PROPER**

**Applicants/Owners:**           **Matias Jr. & Consuelo F. (aka Francille C.) Martinez**  
**Location:**                       **296 S. Grand Avenue, Las Vegas, NM 87701**  
**Hearing Date:**                 **December 20, 2017**

**ACTION REQUESTED:**

Approve or disapprove the adoption of Ordinance No. 17-15 amending the Official Zoning Map from a C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone) for property located behind 300 S. Grand Avenue, Las Vegas, New Mexico 87701.

**BACKGROUND:**

Applicants/Owners, Matias Fr. & Consuelo F. (aka Francille C.) Martinez, have submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application is to change the zoning of Parcel B-2, as shown on attached plat. Parcel B-2 is not currently addressed, but is located behind 300 S. Grand Avenue, Las Vegas, New Mexico. Applicants are requesting to have the property re-zoned from a Commercial Zone to a Residential Agricultural Zone for lowering property taxes on this property. Property is currently used for storage sheds, and there is a mobile home on the property which is currently vacant.

The City's Planning and Zoning Commission held a public hearing on Monday, November 27, 2017 to review testimony in favor or in opposition of the request. A total of 8 notices were mailed out to property owners within a radius of 100 feet. One response, in favor of the zone change request, was received during the public hearing. The City's Planning and Zoning Commission made the recommendation for approval for the requested zone change.

In accordance with Chapter 450-98 of the zoning ordinance, an amendment to the Official Zoning Map may be initialized by the landowner by application. Mr. & Mrs. Martinez filed their application with the Planning & Zoning Department on October 2, 2017.

## **EXHIBITS**

<b>Exhibit No.</b>	<b>Description (Document Name, date and number of pages)</b>
1	Application to re-zone property located behind 300 S. Grand Avenue, Las Vegas, New Mexico, received on October 2, 2017 – 1 page
2	Letter of Intent to re-zone above property, dated October 2, 2017 – 1 page
3	Warranty deed recorded at the San Miguel County Clerk's Office on October 3, 2017, Doc. #201703408 – 1 page
4	Plat of the Survey for 2-lot Subdivision prepared by Hernandez Surveys, No. 16-16-BNDRY-1, approved by the City's Planning & Zoning Commission, but not finalized
5	Letter to property owner advising of the meeting date and time, dated December 8, 2017 – 1 page
6	List of property owners within 100-feet of subject property sent notification via certified mail, copy of Assessor's Map (1" = 100'), Vicinity Map and Zoning map of subject property – 5 pages
7	Aerial photo of Subject property – 1 page
8	Copy of the Planning & Zoning Commission Record Proper with Staff Recommendations listed, which were approved - 1 page
9	Findings of Fact and Conclusions of Law and recommendations, not signed by Planning & Zoning Commission Chairperson – 2 pages
10	Ordinance No. 17-15; not reviewed or approved by parties – 3 pages

CITY OF LAS VEGAS ZONE CHANGE APPLICATION

Name of applicant(s): Matias Martinez Jr. and Francille C. Martinez

Address of applicant: 296 S. Grand Avenue, Las Vegas, New Mexico 87701

Property interest of applicant(s): Owners  
Owner, under contract, purchaser, etc.

Home phone #: \_\_\_\_\_ work #: (505) 425-3555 cell# (505) 426-7962

Address of property to be rezoned: 300 S. Grand Avenue, Las Vegas, NM 87701 (Back of Property)

If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? Commercial - C-3  
Commercial, residential, agricultural

Why do you want to rezone your property? I just use the back portion for my storage sheds and one (1) mobile home that has been on the property for over forty (40) years.

Matias Martinez Jr.  
Signature of applicant

Date 10-2-17

Francille C. Martinez  
Signature of owner  
(If different from applicant)

Date 10-2-17

This area to be filled in by staff

1. DB \_\_\_\_\_ page \_\_\_\_\_ of recorded deed

2. Present zone classification? C-3 general commercial zone

3. What will the zone classification be after the zone change?

R-A - Residential Agricultural zone

Date fee was paid? 10-5-17 receipt # \_\_\_\_\_

Amount paid? \$110.00

Please provide applicant with copy of this application

October 2, 2017

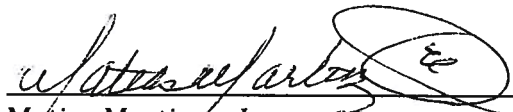
City of Las Vegas  
Community Development Department  
1700 N. Grand Avenue  
Las Vegas, NM 87701

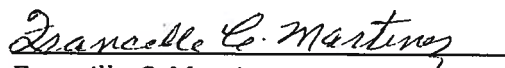
Re: Letter of Intent for Summary Plat / Zone Change

This letter demonstrates our effort for the Summary Plat Subdivision and the Zone Change. As you know, this property is currently located within a Commercial Zone. We would like to change a portion of it into a Residential Agricultural Zone. The property is located at 300 South Grand Avenue and we may want to sell a portion of the property with the building in the near future.

As for the remaining property where Martinez Oil & Gas was located years ago, we would like to Change its zone from Commercial to R-A. This property is no longer used as a business. Please note too that more than half of this property is in the County. The reason for the zone change is to lower our property taxes for the back portion of the property.

Thank You for your consideration

  
Matias Martinez, Jr.

  
Francille C. Martinez



WARRANTY DEED (Joint Tenant)

EXHIBIT # 3

MATIAS MARTINEZ, JR. & FRANCILLE C. MARTINEZ

; for consideration paid, grant to

MATIAS MARTINEZ, JR. & FRANCILLE C. MARTINEZ

whose address is

296 South Grand Ave. LAS VEGAS, New Mexico 87701

And

whose address is

as joint tenants the following described real estate in San Miguel County, New Mexico:

LEGAL DESCRIPTION

PARCEL 'B' beginning at a Geometron Al cap; said point lies N 16°54'50" E a distance of 5,129.13 feet from a NMSHTD Brass Cap set in concrete #1831-18 N 86°03'06" E a distance of 222.96 feet to a fnd. Al. cap; N 24°12'03" W a distance of 145.83 feet to a set point; N 67°21'50" E a distance of 436.48 feet to a NMSHTD Al. cap ; S 00°14'10" E a distance of 315.30 feet to a Railroad T-rail; S 65°34'12" W a distance of 464.97 feet to a set point at end of wall; N 25°02'57" W a distance of 105.42 feet to a set point at north end of wall; N 81°36'17" W a distance of 117.46 feet to a point on Grand Ave. east line; N 12°28'08" E along Grand ave. a distance of 80.48 feet; which is the point of beginning, having an area of 146,733 square feet or 3.36 acres more or less.

with warranty covenants.

WITNESS hand and seal this 3 day of October, 2017. (Seal) (Seal) (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF San Miguel ss.

The foregoing instrument was acknowledged before me this 3 day of October, 2017, by Matias & Francille C. Martinez.

(Name or Names of Person or Persons Acknowledging)

My Commission expires:

Angelica M. Lyster

(Seal)

Notary Public

FOR RECORDER'S USE ONLY



County of San Miguel State of New Mexico

WARRANTY DEED Pages: 1

I Hereby Certify that this Instrument was filed for record 10/03/2017 01:05:26 PM and was duly recorded as Instrument No. 201703408 of the Records of San Miguel County, NM.

Witness My Hand and Seal Of Office Geraldine E. Gutierrez

Deputy Zachary Garza County Clerk, San Miguel, NM

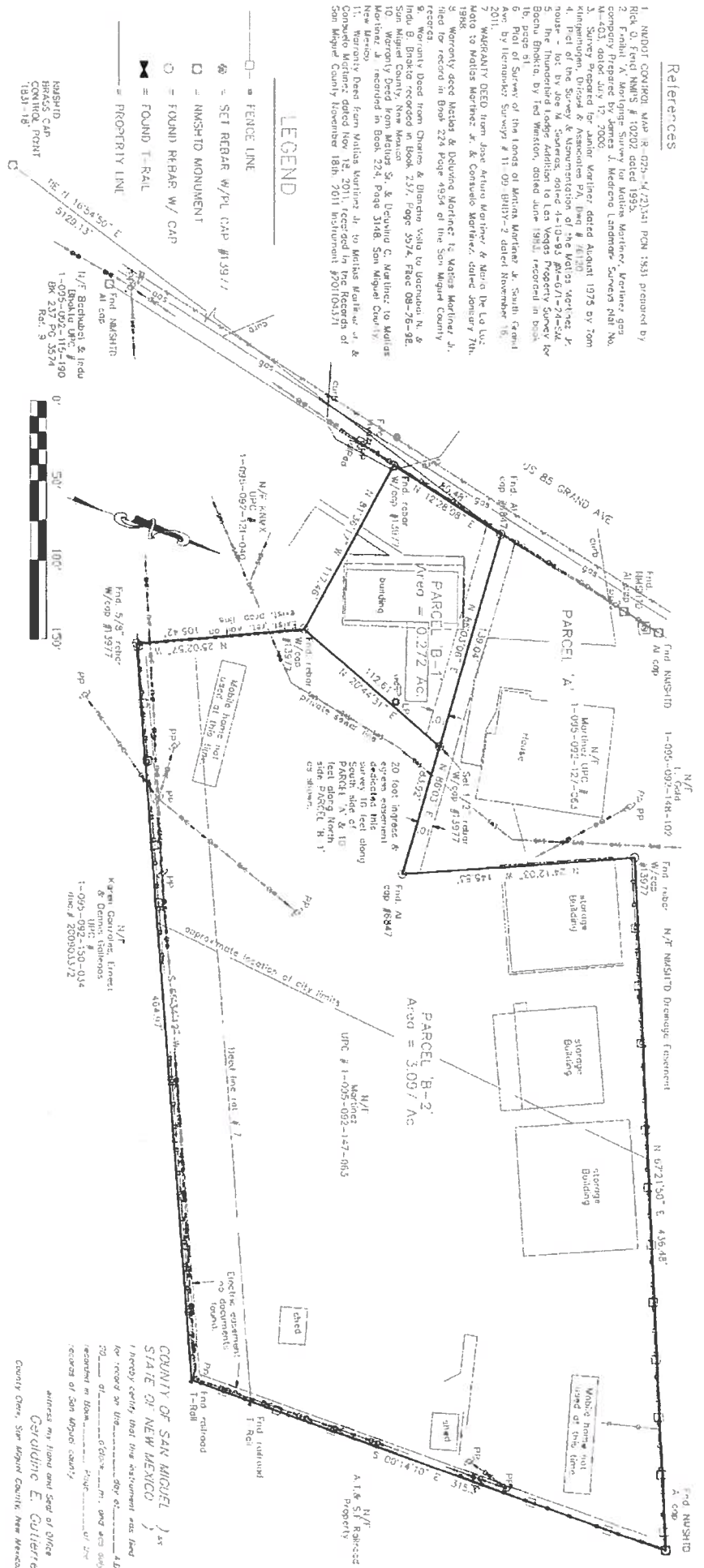


**References**

1. NAD83 COUNTY MAP # 025-4(2)31, PCN: 1531 prepared by Rick D. ... dated 10/20/2012.
2. Final Plat of Matias Martinez & Maria Martinez, Kerners, gps company prepared by James J. Medina Landmark Surveys, Inc. N.M. 4-01, dated July 12, 2006.
3. Survey prepared for Janitor Martinez dated August 1975 by Tom ...
4. ...
5. The Final Plat of Addition to Las Vegas Property Survey by ...
6. ...
7. ...
8. ...
9. ...
10. ...
11. ...

**LEGEND**

- FENCE LINE
- SET REBAR W/PL CAP #13977
- NMSHID MONUMENT
- FOUND REBAR W/ CAP
- FOUND T-RAIL
- PROPERTY LINE



**PARCEL B-1**  
 A certain parcel of land within the Las Vegas Grant, projected Soc. 35, Township 15 N, Range 15 E, N.M.P.M.  
 Beginning at a NMSHID BRASS CAP # 1831-18;  
 thence N 16°54'50" E a distance of 5129.15' to an aluminum cap # 6844; the point of beginning;  
 thence N 86°03'06" E a distance of 139.04' to a set CP #13977;  
 thence S 20°44'17" W a distance of 112.61' to a ind. CP #13977;  
 thence N 81°56'17" W a distance of 117.46' to a ind. CP #13977;  
 thence N 12°28'06" E a distance of 80.48' to a ind. CP #6847;  
 thence on the point of beginning, having an area of 11,827.54 square feet, 0.272 acre +/-.

**PARCEL B-2**  
 A certain parcel of land within the Las Vegas Grant, projected Soc. 35, Township 15 N, Range 15 E, N.M.P.M.  
 Beginning at a NMSHID BRASS CAP # 1831-18;  
 thence N 16°54'50" E a distance of 5129.15' to a ind. CP #6844;  
 thence N 86°03'06" E a distance of 139.04' to a set rebar w/cap # 13977; the Point of Beginning of this Parcel (B-2);  
 thence N 86°03'06" E a distance of 83.92' to a ind. CP #6847;  
 thence N 24°12'03" W a distance of 145.83' to a ind. CP #13977;  
 thence N 67°21'50" E a distance of 456.48' to a ind. CP NMSHID;  
 thence S 00°14'10" E a distance of 315.20' to a ind. T-Rail;  
 thence S 65°34'12" W a distance of 464.97' to a ind. CP #13977;  
 thence N 25°02'57" W a distance of 105.42' to a ind. CP #13977;  
 thence N 20°14'31" E a distance of 112.61' to a set point, which is the point of beginning, having an area of 14,106.03 square feet, 3.097 acres +/-.



**Notes:**  
 1. Station of Benchmark GPS observation and the to ...  
 2. All distances shown are ground distances.  
 3. All monuments set or found as shown.



**SURVEYOR'S CERTIFICATE**

I, John David Hernandez, New Mexico Professional Surveyor, hereby certify that this Survey was prepared from an actual survey performed by me or under my supervision, that I am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, that the Survey and the field survey upon which it is based meet the Minimum standards for surveying in New Mexico, and that this is not a final division or subdivision as defined in the New Mexico Subdivision Act. This survey was completed February 2017.

*John David Hernandez*  
 John David Hernandez, P.L.S. 15977  
 1515 Eighth Street Las Vegas, N.M. 87701 ph. (505) 718-2085

Date: 2-10-2017

INDEXING INFORMATION FOR COUNTY CLERK		HERNANDEZ SURVEYS	
OWNER	DATE	PLAT OR BOUNDARY SURVEY	DATE
Matias Martinez Jr	10/2/2013	15-11-BNDV-1	February 18, 2017
Las Vegas Grant	N/A		
PREPARED FOR		SHEET 1 OF 2	
Matias Martinez Jr.			

CITY OF LAS VEGAS  
1700 NORTH GRAND AVE.  
LAS VEGAS, NM 87701  
T 505.454.1401  
F 505.425.7335  
LASVEGASNM.GOV  
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN  
MAYOR

DAVID ULIBARRI  
COUNCILOR, WARD 1

VINCE HOWELL  
COUNCILOR, WARD 2

BARBARA PEREA-CASEY  
COUNCILOR, WARD 3

DAVID L. ROMERO  
COUNCILOR, WARD 4

December 8, 2017

Matias Jr. & Consuelo F. Martinez  
296 S. Grand Avenue  
Las Vegas, NM 87701

Dear Mr. & Mrs. Martinez:

This is to formally give you notice that the Planning and Zoning Commission on November 27, 2017 recommended approval of your application to re-zone Parcel B-2, located behind 300 S. Grand Avenue Las Vegas, New Mexico. The City Council will consider the Commissions' recommendation at their regular meeting to be held on December 20, 2017 at 6:00pm in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, NM 87701.

Staff will initially present the item to the Council. At the end of the staff presentation, the Mayor will open the hearing. In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

It is required that you or a representative be present at the hearing to answer any questions the Council have of your application. Failure to be present may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose, you may bring in other parties in support of your request.

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

Sincerely,

Maria D. Perea  
Planning & Zoning Coordinator

XC: Applicant File



**APPLICATION FOR A 2-LOT SUBDIVISION AND ZONE CHANGE - - An**

Application for a 2-lot Subdivision plat for a 3.369 Acre ± Parcel into 2 parcels – Parcel B-1 (0.272 acres ±) and Parcel B-2 (3.097 acres ±) and a Zone Change request from a C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone) for Parcel B-2 to lower taxes on property and utilize for agricultural purposes.

**APPLICANT:** Matias Jr. & Consuelo F. Martinez  
296 S. Grand Avenue  
Las Vegas, NM 87701

1-095-092-147-063 - - A 3.369 Acre ± Parcel within 16n, R16e,  
Section 26

Warranty Deed recorded on October 3, 2017, Document No. 201703408

**OWNER:** Matias Jr. & Consuelo F. Martinez  
296 S. Grand Avenue  
Las Vegas, NM 87701

1. 1-095-092-092-082  
Matias Jr. & Consuelo F.  
Martinez  
296 S. Grand Avenue  
Las Vegas, NM 87701

2. 1-095-092-088-054  
Guillermo J. &  
Brenda G. Padilla  
2616 Montezuma Street  
Las Vegas, NM 87701

3. 1-095-092-081-042  
Danny & Theresa Roper  
322 S. Pacific Street  
Las Vegas, NM 87701

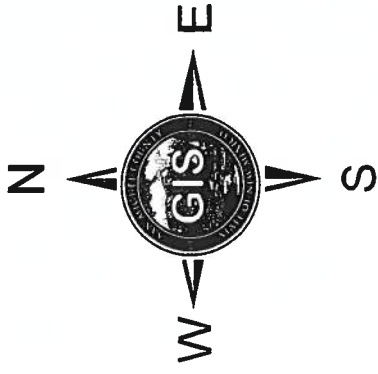
4. 1-095-092-086-026  
Charlie Jr. & Diana Urioste  
821 New Mexico Avenue  
Las Vegas, NM 87701

5. 1-095-092-148-102  
Louie R. & Angela Gold  
Montezuma Rte., Box 290  
Las Vegas, NM 87701

6. 1-095-092-127-053  
Matias Jr. &  
Consuelo F. Martinez  
296 S. Grand Avenue  
Las Vegas, NM 87701



# San Miguel County Parcel Identification Map



Roads Placed By	
	Interstate <input type="checkbox"/> By Plat
	US or Fed <input type="checkbox"/> RGIS
	State <input type="checkbox"/> Estimated
	County <input type="checkbox"/> Unknown
	Other <input type="checkbox"/>
	Lakes
	Water Path

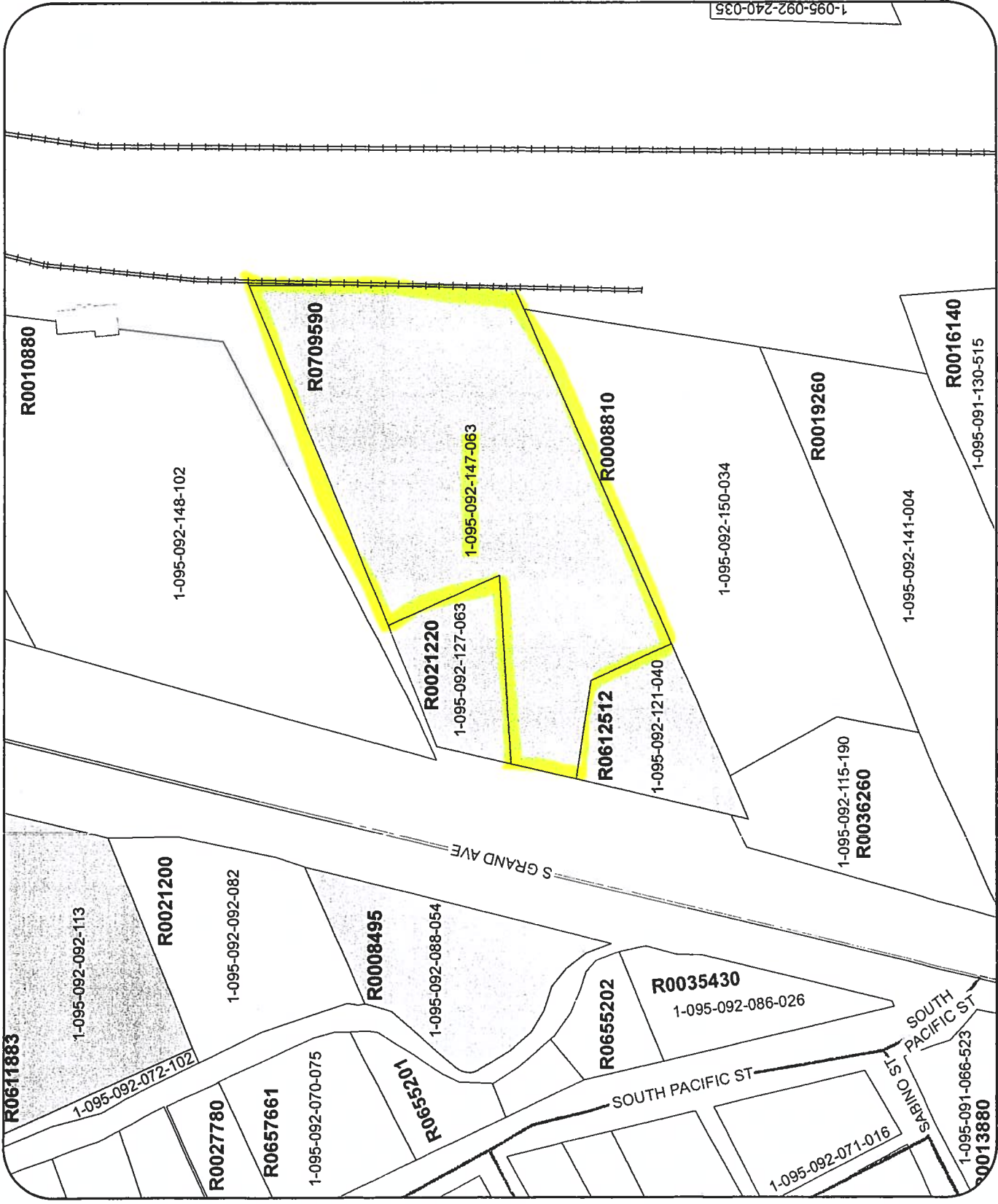
The data on this document is believed to be accurate. However, San Miguel County makes no warranties, express or implied, including fitness for use.

This map and data does not supercede or replace recorded documents, deeds or plats of record.

ALL property lines are approximate.

Information is subject to change without notification.

1 inch = 167 feet  
 Printed on: 10/16/2017  
 Printed by: jphillips



Data Maintained by:  
James Phillips



The Board of Adjustment and Planning & Zoning Commission will hold a **PUBLIC HEARING** on Monday, November 27, 2017 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **2- LOT SUBDIVISION** of a 3.369 acre parcel into two parcels, Parcel B-1, 0.272 acres  $\pm$  and Parcel B-2, 3.097 acres  $\pm$  and a **ZONE CHANGE** from a C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone) for Parcel B-2 located at the back portion of 300 S. Grand Avenue, Las Vegas, NM. Owners want to change zoning on property for the purpose of lowering property taxes. Application submitted by Matias Jr. & Consuelo F. Martinez (Applicants/Owners). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **2-LOT SUBDIVISION AND ZONE CHANGE**. You may appear at the hearing to enter your testimony in favor or in opposition to this request. The applicant aggrieved by the decision of the Board of Adjustment and Planning & Zoning Commission, may file a written notice of appeal.

**If you require further information, please contact Maria Perea, Planning & Zoning Coordinator at (505) 426-3279.**

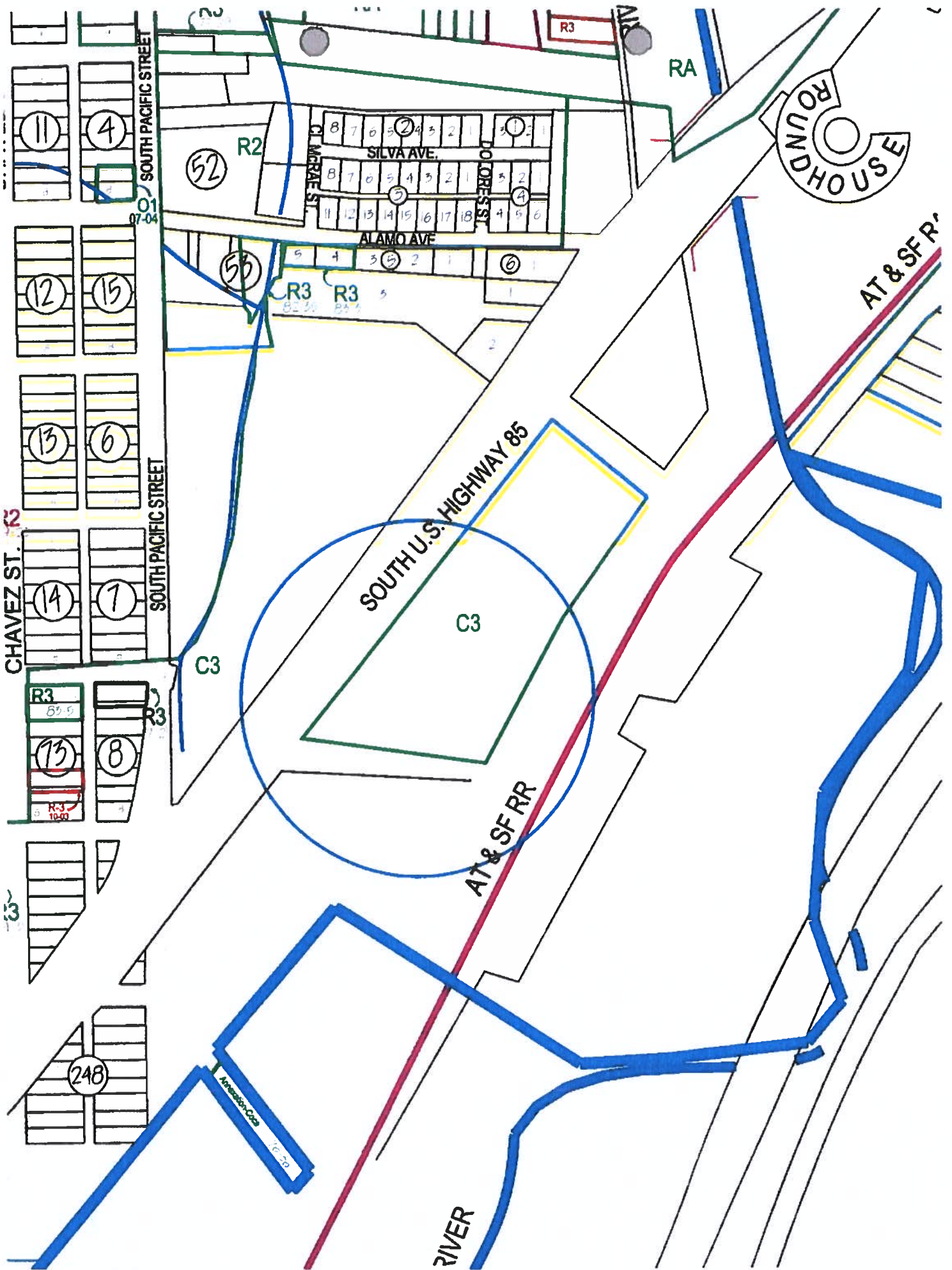
## CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT  
1700 NORTH GRAND AVENUE  
LAS VEGAS, NEW MEXICO 87701

**'NOT TO SCALE'**













**RECORD PROPER  
2-LOT SUBDIVISION PLAT &  
ZONE CHANGE APPLICATION**

**Applicants/Owners:** Matias Jr. & Consuelo F. Martinez  
**Location:** 296 S. Grand Avenue, Las Vegas, NM 87701  
**Hearing Date:** Monday, November 27, 2017

**ACTION REQUESTED:**

Approval of the 2-Lot Subdivision of a 3.3369-acre parcel into two parcels, Parcel B-1 (0.272 acres) and Parcel B-2 (3.097 acres) and a recommendation of approval of a Zone Change from a C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone) for Parcel B-2, property located behind 300 S. Grand Avenue, Las Vegas, New Mexico 87701.

**STAFF RECOMMENDATION:**

After review of the attached application and documents submitted, Community Development staff is recommending approval of the 2-Lot Subdivision and zone change from a C-3 zone to an R-A zone for Parcel B-2.

**BACKGROUND:**

Applicants/Owners, Matias Fr. & Consuelo F. Martinez, would like to separate the property known as 300 S. Grand Avenue (Parcel B-1) from the rest of the property, leaving Parcel B-2 in the rear, as shown on attached plat. Mr. & Mrs. Martinez also want to change the zoning of Parcel B-2 (3.097 acres) to a residential agricultural zone, as property is currently being utilized as storage for equipment. The purpose of the zone change request is to lower property taxes on the property in question.

**EXHIBITS**

<b>Exhibit No.</b>	<b>Description (Document Name, date and number of pages)</b>
1	Application for a 2-Lot Subdivision for a 3.369 Acre parcel into two lots as shown on plat and An Application to re-zone property shown as Parcel B-2 located behind 300 S. Grand Avenue, Las Vegas, New Mexico, received on October 2, 2017 – 2 pages
2	Letter of Intent for subdivision and re-zone of Parcel B-2, dated October 2, 2017 – 1 page
3	Warranty deed recorded at the San Miguel County Clerk's Office on October 3, 2017, Doc. #201703408 - 1 page
4	Letter to property owner advising of the meeting date and time, dated November 15, 2017 – 1 page
5	Subdivision Plat for 2-Lot Subdivision completed by Hernandez Surveys, No. 16-11-BNDY-1 – 1 page

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION**

On November 27, 2017, the Las Vegas Planning and Zoning Commission considered an application submitted by Matias Jr. & Consuelo F. Martinez (Applicants/Owners) for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning for Parcel B-2, a 3.097 acres ± property located behind 300 South Grand Avenue, Las Vegas, New Mexico from a C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone). The Commission having been presented with the record testimony hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

**NOTICE**

Notice for the Public Hearing before the Planning and Zoning Commission was published in the Las Vegas Optic on November 12, 2017, faxed to area media on November 20, 2017, mailed via certified mail on November 15, 2017 to property owners within 100 feet, and notice was not posted on the external boundaries of the property.

**APPLICATION**

The applicants/owners, Matias Jr. & Consuelo F. Martinez, have submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning for Parcel B-2, a 3.097 acres ± property located behind 300 South Grand Avenue, Las Vegas, New Mexico. The re-zone would assist in lowering property taxes for the property owners for Parcel B-2 which is used primarily for storage sheds for the owners. There is an existing residence on the property, which is currently vacant.

**LAND HISTORY**

The property is utilized as the property owners residence. The residence has been in existence for over fifty (50) years and has always been used as residence.

**TESTIMONY**

Mr. Martinez has stated in the application that he would like to change the zoning from C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone) as this property is utilized primarily for storage sheds for the owners. There is an existing residence on the property, which is currently vacant. The property owners have been paying commercial taxes on the property. Owners would like to have his property taxes lowered to residential agricultural instead of commercial.

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**COMMISSION'S RECOMMENDATION**

Based upon the Findings of Fact, the Commission made the following recommendation:

1. Motion was made to recommend approval of the amendment to the Zoning Map.

**CONCLUSION OF LAW AND DECISION**

Based upon the above findings of fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to § 450-104 of the Las Vegas Municipal Code was provided.
2. The Zoning Map amendment is in accordance with the Las Vegas Comprehensive Plan.
3. The Commission recommends to the City Council that the proposed Zone Change amendment be approved for property located at 296 South Grand Avenue, Las Vegas, New Mexico.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Planning & Zoning Commission Chairperson

---

**CITY OF LAS VEGAS, CITY COUNCIL  
ORDINANCE NO. 17-15**

**AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN C-3 (GENERAL COMMERCIAL ZONE) TO AN R-A (RESIDENTIAL AGRICULTURAL ZONE) FOR PARCEL B-2 (3.097 ACRES ±) LOCATED BEHIND 300 SOUTH GRAND AVENUE, LAS VEGAS, NEW MEXICO AS REQUESTED BY MATIAS JR. & CONSUELO F. (aka FRANCILLE C.) MARTINEZ (APPLICANTS/OWNERS).**

**WHEREAS**, Matias Jr. & Consuelo F. (aka Francille C.) Martinez have applied for an amendment to the official zoning map for Parcel B-2 (3.097 acres ±) located within T16n, R16e, Section 26, behind 300 South Grand Avenue, Las Vegas, New Mexico pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

**WHEREAS**, on November 27, 2017 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone Parcel B-2 (3.097 acres ±) located within T16n, R16e, Section 26, behind 300 South Grand Avenue, Las Vegas, New Mexico from an C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone) and on November 27, 2017 adopted a motion recommending approval of the proposed amendment.

**WHEREAS**, on December 20, 2017, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

**NOW, THEREFORE BE IT ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property known as Parcel B-2 (3.097 acres ±) located within T16n, R16e, Section 26, behind 300 South Grand Avenue, Las Vegas, New Mexico from a C-3 (General Commercial Zone) to an R-A (Residential Agricultural Zone), and more fully described as follows:

Parcel B-2 (3.097 acres ±), as shown on the Plat of Survey prepared by John David Hernandez, Hernandez Surveys, a copy of which is attached.

**BE IT FURTHER ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.

- 
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

**PASSED, APPROVED AND ADOPTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

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

\_\_\_\_\_  
Tonita Gurulé-Girón, Mayor

**REVIEWED AND APPROVED  
AS TO LEGAL SUFFIENCY ONLY**

\_\_\_\_\_  
Corinna Laszlo-Henry, City Attorney

---

**SUMMARY PLAT SUBDIVISION TWO LOT SPLIT OF PARCEL 'B' OF THE LANDS OF MATIAS MARTINEZ JR.**  
 South Grand Ave., Partially within the City of Las Vegas, San Miguel County, New Mexico.

**References**

1. NVDOT CONTROL MAP IP-025-5701561 P2N 1931 prepared by Rick O. Ford NMSD & 10232 dated 1955.
2. Exhibit 'A' Mortgages Survey for Matias Martinez, Martinez and company prepared by James J. Verdine Landmark Survey plat No. W-33, dated July 12, 2000.
3. Plat of Survey and Monumentation of the lands of Matias Martinez, Kingman, Disson & Associates P.A. Doc # 76720.
4. Plat of Survey and Monumentation of the lands of Matias Martinez, Jr. house # 101, by Joe M. Silvero, dated 4-10-95 BM-871-24-SM.
5. The Humboldt Lodge Addition to Las Vegas Property Survey for the City of Las Vegas, by Ted Winston, dated June 1955, recorded in book 18, page 61.
6. Plat of Survey of the lands of Matias Martinez, Jr. South Grand Ave. by Hernandez, Survey # 11-09-BM-17-2, dated November 16, 2011.
7. APPRANTY DEED from Jose Arturo Martinez & Maria De la Luz to Matias Martinez, Jr. & Concessa Martinez, dated January 7th, 1988.
8. Warranty deed Matias & Delvina Martinez to Matias Martinez, Jr. filed for record in Book 224 Page 495A of the San Miguel County Records, likely deed from Oberlin & Blanche Valle to Harrold N. & Inca B. Bhatia recorded in Book 227, Page 557, filed 09-25-88.
9. San Miguel County New Mexico.
10. Warranty Deed from Matias Sr. & Delvina C. Martinez to Matias Martinez, Jr. recorded in Book 224, Page 3148, San Miguel County, New Mexico.
11. These three items being Martinez, Jr. to Matias Martinez, Jr. & Concessa Martinez dated Nov. 18, 2011, recorded in the Records of San Miguel County November 18th, 2011 instrument #20104371.

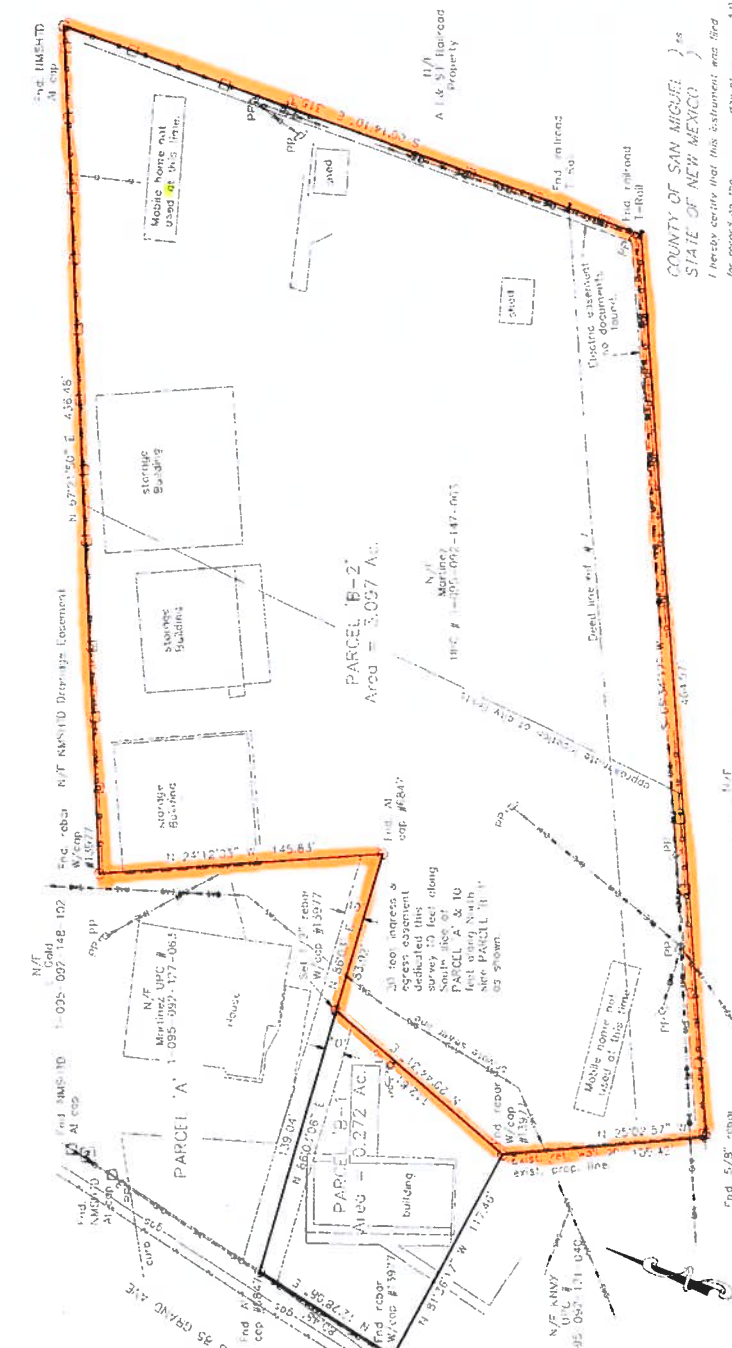
**LEGEND**

- FENCE LINE
- ⊗ SET REBAR W/PL CAP #13977
- NMSHTD MONUMENT
- FOUND REBAR W/ CAP
- ⊕ FOUND I-RAIL
- PROPERTY LINE

NMSHTD: BRASS CAP  
 CIRCULAR POINT  
 1.631-18"

**PARCEL B-1**  
 A certain parcel of land within the Las Vegas Grant, projected Sec. 35, Township 16 N, Range 16 E, NMPM, Beginning at a NMSHTD BRASS CAP #183118, distance N 86°03'06" E a distance of 5129.13' to a set rebar thence S 20°44'21" W a distance of 139.04' to a set cap #13977, thence N 81°36'17" W a distance of 117.61' to a set cap #13977, thence N 12°28'06" E a distance of 80.48' to a set cap #13977, which is the point of beginning, having an area of 11,827.34 square feet, 0.272 acre, 1/4

**PARCEL B-2**  
 A certain parcel of land within the Las Vegas Grant, projected Sec. 35, Township 16 N, Range 16 E, NMPM, Beginning at a NMSHTD BRASS CAP #183118, distance N 86°03'06" E a distance of 5129.13' to a set rebar thence N 86°03'06" E a distance of 139.04' to a set rebar #13977, the point of beginning of this Parcel (B-2), thence N 86°03'06" E a distance of 83.92' to a set cap #13977, thence N 24°12'02" W a distance of 145.83' to a set cap #13977, thence N 87°31'50" E a distance of 436.48' to a set cap #13977, thence S 00°14'10" E a distance of 515.31' to a set cap #13977, thence S 65°54'12" W a distance of 463.97' to a set cap #13977, thence N 28°02'52" W a distance of 105.62' to a set cap #13977, thence N 20°44'21" W a distance of 112.61' to a set point which is the point of beginning, having an area of 134,906.03 square feet, 3.097 acre, 1/4



COUNTY OF SAN MIGUEL ) ss  
 STATE OF NEW MEXICO )  
 I hereby certify that this instrument was filed for record on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and was duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of San Miguel County.

witness my hand and Seal of office  
 \_\_\_\_\_  
 Caroline E. Gutierrez  
 County Clerk, San Miguel County, New Mexico

**SURVEYOR'S CERTIFICATE**

I, John David Hernandez, New Mexico Professional Surveyor, hereby certify that this Survey was prepared from an actual survey performed by me or under my supervision, that I am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, that this Survey and the field survey upon which it is based meet the Minimum standards for surveying in New Mexico, and that this is not a final division or subdivision as defined in the New Mexico Subdivision Act. This survey was completed February 2017.

\_\_\_\_\_  
 John David Hernandez P.L.S. 13977  
 Date: 2-10-2017  
 513 E 9th Street Las Vegas, NV 87701 PH: (505) 718-2061



HERNANDEZ SURVEYS PLAT OF BOUNDARY SURVEY 16-11-3903-1	
PREPARED FOR	DATE
Matias Martinez Jr.	February 10, 2017
SCALE: 1" = 50'	
INDEXING INFORMATION FOR COUNTY CLERK	
DRAWER	LOCATION
Matias Martinez Jr.	Las Vegas Grant
SUBDIVISION	
N/A	



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 12-08-17**

**DEPT: Community Development**

**MEETING DATE: 12-20-17**

**ITEM/TOPIC:**

Rezone of a property located at 296 South Grand Avenue, Las Vegas, New Mexico via Ordinance #17-16, amendment to the Official Zoning Map for property.

**ACTION REQUESTED OF COUNCIL:**

Conduct a public hearing and approve or disapprove the adoption of proposed ordinance.

**BACKGROUND/RATIONALE:**

Matias Jr. & Consuelo F. Martinez, owners of a residence known as 296 South Grand Avenue, Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on November 27, 2017. Mr. & Mrs. Martinez are requesting that said property be re-zoned from the present C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone). The applicant's intent is to have the family residence rezoned to lower the property taxes. Property has been utilized as the owner's primary residence for over 50 years.

**STAFF RECOMMENDATION:**

Consideration by Mayor and Council.

**COMMITTEE RECOMMENDATION:**

The Planning & Zoning Commission recommends approval of the re-zone from a General Commercial to Single Family Residential.

**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 GURULÉ-GIRÓN  
MAYOR

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

  
RICHARD R. TRUJILLO  
CITY MANAGER

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

  
CORINNA LASZLO-HENRY  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

Approved to form 1-26-15

**CITY OF LAS VEGAS, CITY COUNCIL  
ORDINANCE NO. 17-16**

**AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN C-3 (GENERAL COMMERCIAL ZONE) TO AN R-1 (SINGLE FAMILY RESIDENTIAL ZONE) FOR PARCEL A (0.4809 ACRES ±) LOCATED AT 296 SOUTH GRAND AVENUE, LAS VEGAS, NEW MEXICO AS REQUESTED BY MATIAS JR. & CONSUELO F. MARTINEZ (APPLICANTS/OWNERS).**

**WHEREAS**, Matias Jr. & Consuelo F. Martinez have applied for an amendment to the official zoning map for Parcel A (0.4809 acres ±) located within T16n, R16e, Section 26, and known as 296 South Grand Avenue, Las Vegas, New Mexico pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

**WHEREAS**, on November 27, 2017 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone Parcel A (0.4809 acres ±) located within T16n, R16e, Section 26, and known as 296 South Grand Avenue South Grand Avenue, Las Vegas, New Mexico from an C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone) and on November 27, 2017 adopted a motion recommending approval of the proposed amendment.

**WHEREAS**, on December 20, 2017, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

**NOW, THEREFORE BE IT ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property known as Parcel A (0.4809 acres ±) located within T16n, R16e, Section 26, and known as 296 South Grand Avenue South Grand Avenue, Las Vegas, New Mexico from a C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone), and more fully described as follows:

**BE IT FURTHER ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.



---

**PASSED, APPROVED AND ADOPTED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

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

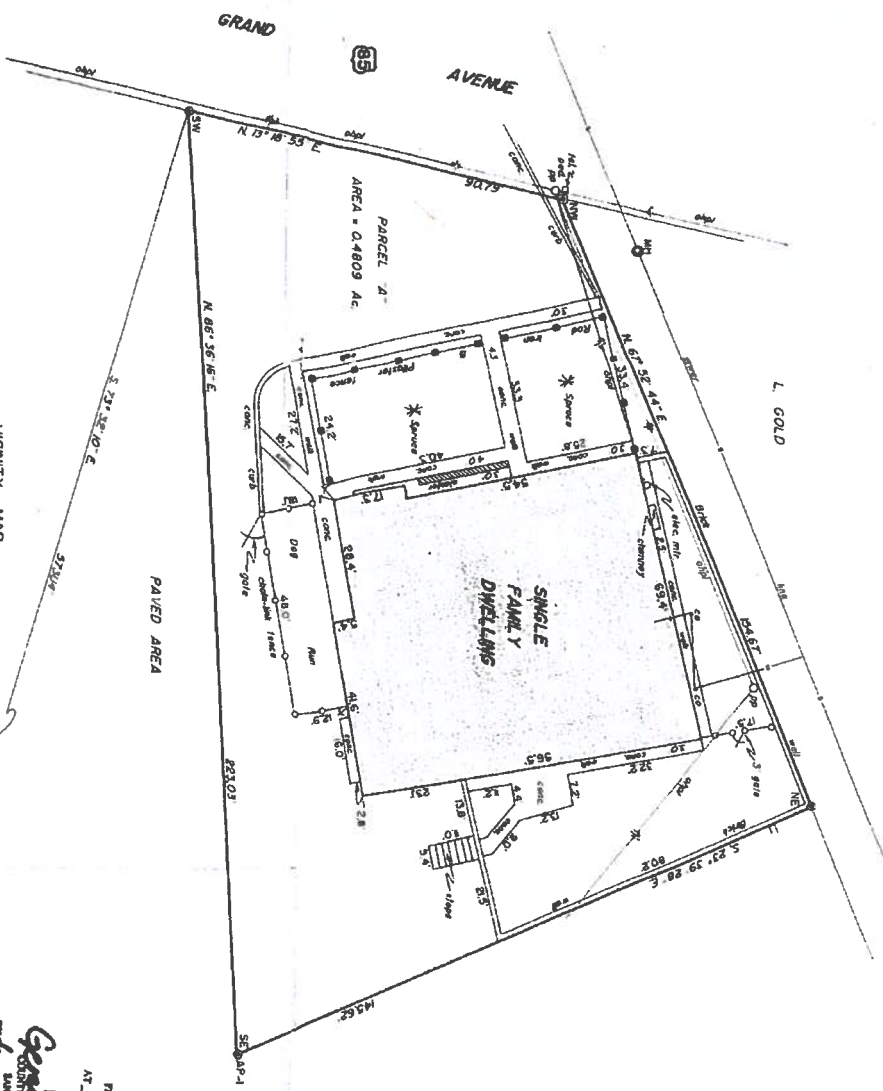
\_\_\_\_\_  
Tonita Gurulé-Girón, Mayor

**REVIEWED AND APPROVED  
AS TO LEGAL SUFFIENCY ONLY**

\_\_\_\_\_  
Corinna Laszlo-Henry, City Attorney

---

**PLAT OF THE SURVEY & MONUMENTATION OF THE MATIAS MARTINEZ JR. HOUSE - LOT**  
FRONTING GRAND AVENUE, IN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO



**COMETION SURVEY SYSTEMS**  
JOE N. SISKENOS  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6611 S.M.  
700 S. 10th Street, Suite 100, Las Vegas, NV 89102

*Handwritten:* BK 75 PG 80



**JOE N. SISKENOS**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
BY *Joseph E. Gutierrez*  
SAN MIGUEL COUNTY CLERK  
BOOK 75 PAGE 80

FIELDING MAP OFFICE  
AT 1100 Occidental

**PROPERTY DESCRIPTION**

All of that certain parcel of land, belonging to Matias Martinez, Jr., fronting U.S. Highway 85, Grand Avenue, in the City of Las Vegas, San Miguel County, New Mexico, and being the same as described in the warranty deed from Matias Martinez, Sr. and C. Martinez, husband and wife, to Matias Martinez, Jr., dated September 30, 1959, filed in the office of the county clerk on February 21, 1961 in Book 209, at page 228 of the deed records, being also a portion of the 3.45 acre tract on the plat of survey thereof for Matias Martinez, Sr., Matias Martinez, Jr., and Jose Arturo Martinez, dated April 16, 1970, filed in the office of the county clerk on the east and south by the Martinez Gas Company, which plat is recorded in the San Miguel County Clerk's office by said U.S. Highway, and being here more particularly described by metes and bounds survey as follows:

Beginning at the southwest corner, identical with the northwest corner of the Martinez Gas Complex survey, Geometron Survey Systems plat No. R-640-36-SM, which is monumented with a 5/8 inch rebar with aluminum cap set in concrete, from which the U.S. N.G.S. triangulation station 'Las Vegas', which plane coordinates are X: 242, 621.78 and Y: 1,955,948.75, taken alpha angle -30° 13' East some bears S.73° 12' 10" E., 5731.18 feet distant for a tie; thence, from said southwest corner, N. 13° 18' 56" E., 90.79 feet distant, along the easterly line of said U.S. Highway 85, to the northwest corner, monumented by the N.M. State Highway Department brass tablet in concrete; thence, N. 67° 52' 44" E., 154.67 feet distant to the northeast corner at the end of a concrete block wall; thence, S. 23° 30' 28" E., 145.62 feet distant, partly along said block wall, to the southeast corner, monumented with a 5/8 inch rebar with aluminum cap set in concrete; thence, S. 86° 36' 15" W., 223.03 feet distant to the southwest corner and point of beginning containing 0.4809 acre.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this plat represents a survey on the ground conducted in accordance with the provisions of the laws of the State of New Mexico, and that the same is a true and correct representation of the same as the same were made and being made by me or by assistants under my direction on the 10th day of October, 1983, and that the same is a true and correct representation of the same as the same were made and being made by me or by assistants under my direction on the 10th day of October, 1983, and that the same is a true and correct representation of the same as the same were made and being made by me or by assistants under my direction on the 10th day of October, 1983.

DATE: 10/10/83  
*Joe N. Siskenos*  
JOE N. SISKENOS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 6611 S.M.

PREPARED FOR: **MATIAS MARTINEZ JR.**

SCALE: 1" = 40'	BOOK NO.:	L-6	DRAWN BY:	Joseph N. Siskenos
DATE: 04/10/83	BASIS FOR BEARINGS:		DANSELM PLAT # 7624, BASED ON N.M. STATE ENGINEERS OFFICE	
APPROVED BY:		<i>Joe N. Siskenos</i>		
DRAWING NO.:		M-671-54-SM		



- LEGEND**
- POWER POLE
  - N.M. STATE HIGHWAY DEPT. MON.
  - 5/8" REBAR W/ ALUMINUM CAP
  - OPEN HEAD POWER LINE
  - PROPERTY BOUNDARY

**CITY COUNCIL  
RECORD PROPER**

**Applicants/Owners:**           **Matias Jr. & Consuelo F. Martinez**  
**Location:**                       **296 S. Grand Avenue, Las Vegas, NM 87701**  
**Hearing Date:**                 **December 20, 2017**

**ACTION REQUESTED:**

Approve or disapprove the adoption of Ordinance No. 17-16, amending the Official Zoning Map from a C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone) for property located at 296 S. Grand Avenue, Las Vegas, New Mexico 87701.

**BACKGROUND:**

Applicants/Owners, Matias Fr. & Consuelo F. Martinez, submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application is to change the zoning of Parcel A, as shown on attached plat. Parcel A is addressed as 296 S. Grand Avenue, Las Vegas, New Mexico. Applicants are requesting to have the property re-zoned from a Commercial Zone to a Residential Zone for the purpose of property taxes on their primary residence. All utilities are already in place for the subject property.

The City's Planning and Zoning Commission held a public hearing on Monday, November 27, 2017 to review testimony in favor or in opposition of the request. A total of \_\_ notices were mailed out to property owners within a radius of 100 feet. One response, in favor of the zone change request, was received during the public hearing. The City's Planning and Zoning Commission made the recommendation for approval for the requested zone change.

In accordance with Chapter 450-98 of the zoning ordinance, an amendment to the Official Zoning Map may be initialized by the landowner by application. Mr. & Mrs. Martinez filed their application with the Planning & Zoning Department on October 2, 2017.

## **EXHIBITS**

<b>Exhibit No.</b>	<b>Description (Document Name, date and number of pages)</b>
1	Application to re-zone properties located at 296 S. Grand Avenue, Las Vegas, New Mexico, received on October 2, 2017 – 1 page
2	Letter of Intent to re-zone above property, dated October 2, 2017 – 1 page
3	Warranty deed recorded at the San Miguel County Clerk's Office on November 7, 2016, Doc. #201603882 – 1 page
4	Plat of the Survey & Monumentation of the Matias Martinez Jr. House - Lot, recorded at the San Miguel County Clerk's Office on November 7, 2016, in Plat Book 78, Page 30.
5	Letter to property owner advising of the meeting date and time, dated December 8, 2017 – 1 page
6	List of property owners within 100-feet of subject property sent notification via certified mail, copy of Assessor's Map (1" = 100'), Vicinity Map and Zoning map of subject property – 5 pages
7	Aerial photo of Subject property – 1 page
8	Copy of the Planning & Zoning Commission Record Proper with Staff Recommendations listed, which were approved - 1 page
9	Findings of Fact and Conclusions of Law and recommendations, not signed by Planning & Zoning Commission Chairperson – 2 pages
10	Ordinance No. 17-16; not reviewed or approved by parties – 3 pages

CITY OF LAS VEGAS ZONE CHANGE APPLICATION

Name of applicant(s): Matias Martinez Jr. and Connie Francille Martinez

Address of applicant: 296 S. Grand Avenue, Las Vegas, New Mexico 87701

Property interest of applicant(s): Owners  
Owner, under contract, purchaser, etc.

Home phone #: \_\_\_\_\_ work #: (505) 425-3555 cell# (505) 426-7962

Address of property to be rezoned: 296 S. Grand Avenue, Las Vegas, NM 87701

If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? Residential structure  
Commercial, residential, agricultural

Why do you want to rezone your property? There is only a residence on the property and I want to change to an R-1 (Single Family Residential Zone) in order to lower my property taxes.

Matias Martinez Jr.  
Signature of applicant

Date 10-2-17

Connie Francille Martinez  
Signature of owner  
(If different from applicant)

Date 10-2-17

This area to be filled in by staff

1. Doc # 882  
DB-201603 page \_\_\_\_\_ of recorded deed Ref. 11-07-16

2. Present zone classification? C-3 - General Commercial  
Zone

3. What will the zone classification be after the zone change?  
R-1 - Single Family Residential

Date fee was paid? 10-5-17 receipt # \_\_\_\_\_

Amount paid? \$110.00

Please provide applicant with copy of this application

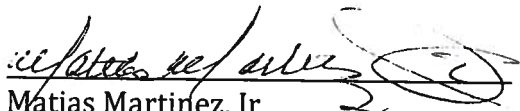
October 2, 2017

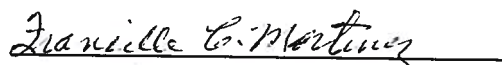
City of Las Vegas  
Community Development Department  
1700 N. Grand Avenue  
Las Vegas, NM 87701

Re: Letter of Intent for Summary Plat / Zone Change

This letter demonstrates our effort for a Zone Change for our residence at 296 S. Grand Avenue. As you know, our residence is currently located within a Commercial Zone. We would like to change this property and our residence to a Residential Zone (R-1) for purposes of lowering our tax bill and and our utility bill also.

Thank You for your consideration

  
Matias Martinez, Jr.

  
Francille C. Martinez

WARRANTY DEED (Joint Tenant) With Rights of Survivorship

MATIAS MARTINEZ JR. & CONNIE E. MARTINEZ

; for consideration paid, grant to

MATIAS MARTINEZ JR. & CONNIE F. MARTINEZ

whose address is

296 SOUTH GRAND AVE. LAS VEGAS, NEW MEXICO 87701

And

whose address is

as joint tenants the following described real estate in SAN MIGUEL County, New Mexico:

PROPERTY DESCRIPTION

All of that certain parcel of land, belonging to Matias Martinez, Jr., fronting U.S. Highway 85 (Grand Avenue) in the City of Las Vegas, San Miguel County, New Mexico, and being all of that parcel of land described in the warranty deed from Matias Martinez, Sr. and Deluvina C. Martinez, husband and wife, to Matias Martinez, Jr., dated September 30, 1959, filed in the office of the county clerk on February 21, 1961 in Book 209, at page 228 of the deed records, being also a portion of the 1.25 acre tract on the plat of survey thereof for Matias Martinez, Sr. Matias Martinez, Jr., and Jose Arturo Martinez, dated April 16, 1970, by H.E. Beisman, P.E. and L.S., bounded on the north by the NM State Highway Department storm sewer system, on the east and south by the Martinez Gas Co. Complex, on the west by said U.S. Highway, and being here more particularly described by metes and bounds survey as follows:

Beginning at the southwest corner, identical with the northwest corner of the Martinez Gas Complex Survey, Geometron Survey Systems Plat No. H-640-36-SH, which is monumented with a 5/8 inch rebar with aluminum cap set in concrete, from which the U.S. N.G.S. triangulation station "Las Vegas", which plane coordinates are X, 242, 621.78 and Y, 1,665,948.75, delta alpha angle -30° 13' East zone bears S.73°32'10"E., 5731.14 feet distant for a tie; thence, from said southwest corner,

N. 13° 18' 56" E., 90.79 feet distant, along the easterly line of said U.S. Highway 85, to the northwest corner, defined by the N.M. State Highway Department brass tablet in concrete; thence,

N. 67° 52' 44" E., 154.67 feet distant to the northeast corner at the end of a concrete block wall; thence,

S. 23° 39' 28" E., 145.62 feet distant, partly along said block wall, to the southeast corner, monumented with a 5/8 inch rebar with aluminum cap set in concrete; thence,

S. 86° 36' 16" W., 223.03 feet distant to the southwest corner and point of beginning containing 0.4809 acre.

with warranty covenants.

WITNESS hand and seal this 7 day of Nov, 2016. (Seal) Connie E. Martinez (Seal)

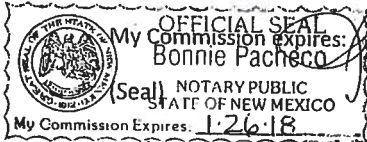
ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF San Miguel, ss.

The foregoing instrument was acknowledged before me this 7 day of Nov, 2016, by Matias E. & Connie Martinez.

(Name or Names of Person or Persons Acknowledging)



Signature of Notary Public, Bonnie Pacheco

FOR RECORDER'S USE ONLY

County of San Miguel WARRANTY DEED
State of New Mexico Pages: 1

I Hereby Certify that this Instrument was filed for record 11/07/2016 11:07:49 AM and was duly recorded as Instrument No. 201603882 of the Records of San Miguel County, NM.

Witness My Hand and Seal Of Office Geraldine E. Gutierrez

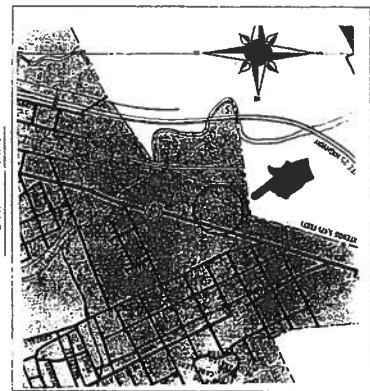
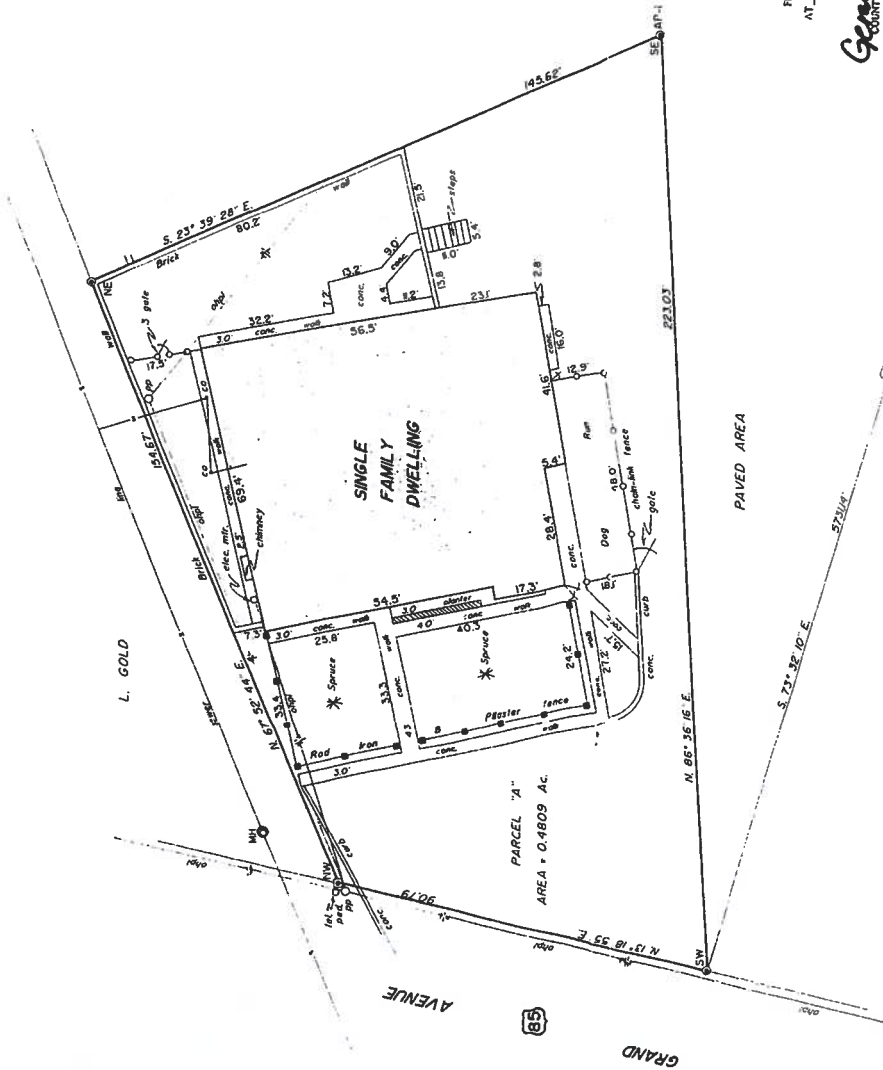
Deputy Signature of Deputy County Clerk, San Miguel, NM





# PLAT OF THE SURVEY & MONUMENTATION OF THE MATIAS MARTINEZ JR. HOUSE - LOT

FRONTING GRAND AVENUE, IN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO



### PROPERTY DESCRIPTION

All of that certain parcel of land, belonging to Matias Martinez, Jr., fronting U.S. Highway 85 (Grand Avenue) in the City of Las Vegas, San Miguel County, New Mexico, and being all of that parcel of land described in the warranty deed from Matias Martinez, Sr. and Delvina In Martinez, husband and wife, to Matias Martinez, Jr., dated September 30, 1961, in the office of the county clerk on February 21, 1961 in Book 209, page 228, and the survey thereof for Matias Martinez, Sr. Matias Martinez, Jr. and Jose A. Martinez, dated April 16, 1970, by H.E. Beisman, P.E. and L.S. bounded on the east and south by Martinez Gas Co. Complex, on the west by said U.S. Highway, and being here more particularly described by metes and bounds survey as follows:

Beginning at the southwest corner, identical with the northwest corner of the Martinez Gas Complex Survey, Geometron Survey Systems Plat No. 67-24-SM, which is monumented with a 5/8 inch rebar with aluminum cap set in concrete, thence with the U.S. N.G.S. triangulation station "Las Vegas", which places said southwest corner X, Y, 1,665.948.75, delta alpha angle -30° 13' East to the station S, 5731.14 feet distant for a tie; thence, from said southwest corner, N. 13° 18' 56" E., 90.79 feet distant, along the easterly line of said U.S. Highway 85, to the northwest corner, defined by the N.M. State Highway Department brass tablet in concrete; thence, N. 67° 52' 44" E., 151.67 feet distant to the northeast corner at the end of a concrete block wall; thence, S. 23° 39' 28" E., 145.62 feet distant, partly along said block wall, to the southeast corner, monumented with a 5/8 inch rebar with aluminum cap set in concrete; thence, S. 86° 36' 16" W., 223.03 feet distant to the southwest corner and point of beginning containing 0.4809 acre.

### LEGEND

- Ø POWER POLE
- Ⓜ NM STATE HIGHWAY DEPT. MON.
- 5/8" REBAR W/ ALUMINUM CAP
- OVER-HEAD POWER LINE
- PROPERTY BOUNDARY



FILED IN MY OFFICE  
AT LAS VEGAS, NV  
ON 11/10/2016

*Georgine E. Gutierrez*  
REGISTERED PROFESSIONAL SURVEYOR  
SAN MIGUEL COUNTY, NEW MEXICO  
BOOK 24 PAGE 80

USNGS "Las Vegas"  
X = 24262178  
Y = 1665948.73  
Datum = 30 13 East Zone

### SURVEYOR'S CERTIFICATE

I hereby certify that this plat represents a survey on the ground conducted in accordance with the standards for land surveying in New Mexico, and that it is true and correct to the best of my knowledge and belief.



Date: 04/10/93  
*Georgine E. Gutierrez*  
FOR MY SIGNATURE  
PLS RH 2 GRAY

PREPARED FOR	MATIAS MARTINEZ JR.		
SCALE	1" = 20'	BOOK No.	L-6
DATE	04/10/93	DRAWN BY	Theresa L. Sbrzecki
BASIS FOR BEARINGS		BRISSEL PLAT # 7624, BASED ON N.M. STATE ENGRS OFFICE	
APPROVED BY		<i>[Signature]</i>	
		DRAWING No.	M-671-24-SM



JOE M. SIBEREROS  
REGISTERED PROFESSIONAL LAND SURVEYOR - N.M. # 8124  
2101 1/2 10th Street, North, Las Vegas, NV 89101

*BK 073 40 80*

EXHIBIT # 4



**CITY OF LAS VEGAS**  
1700 NORTH GRAND AVE.  
LAS VEGAS, NM 87701  
  
T 505.454.1401  
F 505.425.7335  
LASVEGASNM.GOV  
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN  
MAYOR

DAVID ULIBARRI  
COUNCILOR, WARD 1

VINCE HOWELL  
COUNCILOR, WARD 2

BARBARA PEREA-CASEY  
COUNCILOR, WARD 3

DAVID L. ROMERO  
COUNCILOR, WARD 4

**December 8, 2017**

**Matias Jr. & Consuelo F. Martinez**  
296 S. Grand Avenue  
Las Vegas, NM 87701

**Dear Mr. & Mrs. Martinez:**

This is to formally give you notice that the Planning and Zoning Commission on November 27, 2017 recommended approval of your application to re-zone the property located at 296 South Grand Avenue, Las Vegas, New Mexico. The City Council will consider the Commissions' recommendation at their regular meeting to be held on December 20, 2017 at 6:00pm in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, NM 87701.

Staff will initially present the item to the Council. At the end of the staff presentation, the Mayor will open the hearing. In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

It is required that you or a representative be present at the hearing to answer any questions the Council have of your application. Failure to be present may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose, you may bring in other parties in support of your request.

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

Sincerely,



**Maria D. Perea**  
Planning & Zoning Coordinator

**XC: Applicant File**

**APPLICATION FOR ZONE CHANGE - - ZONE CHANGE** from C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone), for Property located at 296 South Grand Avenue, Las Vegas, NM 87701, for lowering property taxes on the primary residence.

**APPLICANT:** Matias Jr. & Consuelo F. Martinez  
296 S. Grand Avenue  
Las Vegas, NM 87701

1-095-092-127-063 - - - - Parcel A, 0.4809 acres ± within T16n, R16e,  
Section 26  
Warranty Deed recorded on 11-07-16, Document No. 200603882

**OWNER:** Matias Jr. & Consuelo F. Martinez  
296 S. Grand Avenue  
Las Vegas, NM 87701

- |    |   |    |  |
|----|---|----|--|
| 1. | 1-095-092-092-082<br>Matias Jr. & Consuelo F.<br>Martinez<br>296 S. Grand Avenue<br>Las Vegas, NM 87701 | 2. | 1-095-092-088-054<br>Guillermo J. &<br>Brenda G. Padilla<br>2616 Montezuma Street<br>Las Vegas, NM 87701 |
| 3. | 1-095-092-081-042<br>Danny & Theresa Roper<br>322 S. Pacific Street<br>Las Vegas, NM 87701              | 4. | 1-095-092-086-026<br>Charlie Jr. & Diana Urioste<br>821 New Mexico Avenue<br>Las Vegas, NM 87701         |
| 5. | 1-095-092-148-102<br>Louie R. & Angela Gold<br>Montezuma Rte., Box 290<br>Las Vegas, NM 87701           | 6. | 1-095-092-121-040<br>Matias Cruz Martinez<br>772 Dora Celeste Drive<br>Las Vegas, NM 87701               |

**APPLICATION FOR ZONE CHANGE - - ZONE CHANGE from C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone), for Property located at 296 South Grand Avenue, Las Vegas, NM 87701, for lowering property taxes on the primary residence.**

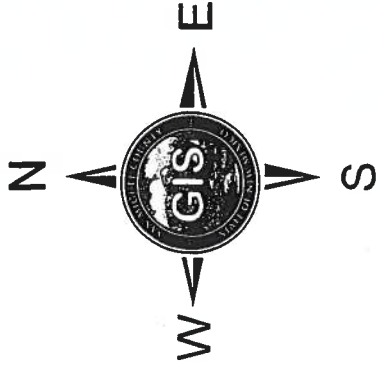
**Matias Jr. & Consuelo F. Martinez**  
Page 2

- |   |   |
|---|---|
| <p><b>7. 1-095-092-147-063</b><br/>Matias Jr. &amp; Consuelo F.<br/>Martinez<br/>296 S. Grand Avenue<br/>Las Vegas, NM 87701</p>                | <p><b>8. 1-095-092-115-190</b><br/>Bachubai N. &amp;<br/>Indu B. Bhakta<br/>400 S. Grand Avenue<br/>Las Vegas, NM 87701</p> |
| <p><b>9. 1-095-092-150-034</b><br/>Karen D. Gonzales, Ernest<br/>&amp; Dennis W. Gallegos<br/>410 Thunderbird Drive<br/>Las Vegas, NM 87701</p> |   |

**ONLY ONE (1) LETTER SENT** - All properties belong to Matias Jr. & Consuelo F. Martinez

Above list was compiled on October 05, 2017 as per September 15, 2015 Map/Parcel Data provided by the San Miguel County Assessor's Office. List was verified as per list of current owners provided by the San Miguel County Assessor's Office on October 13, 2017. List was completed and verified by Maria D. Perea, Planning & Zoning Coordinator for Community Development Department.

# San Miguel County Parcel Identification Map



Roads		Placed By		Lakes	Water Path
	Interstate	<input type="checkbox"/>	By Plat		
	US or Fed	<input type="checkbox"/>	RGIS		
	State	<input type="checkbox"/>	Estimate		
	County	<input type="checkbox"/>	Unknown		
	Other				

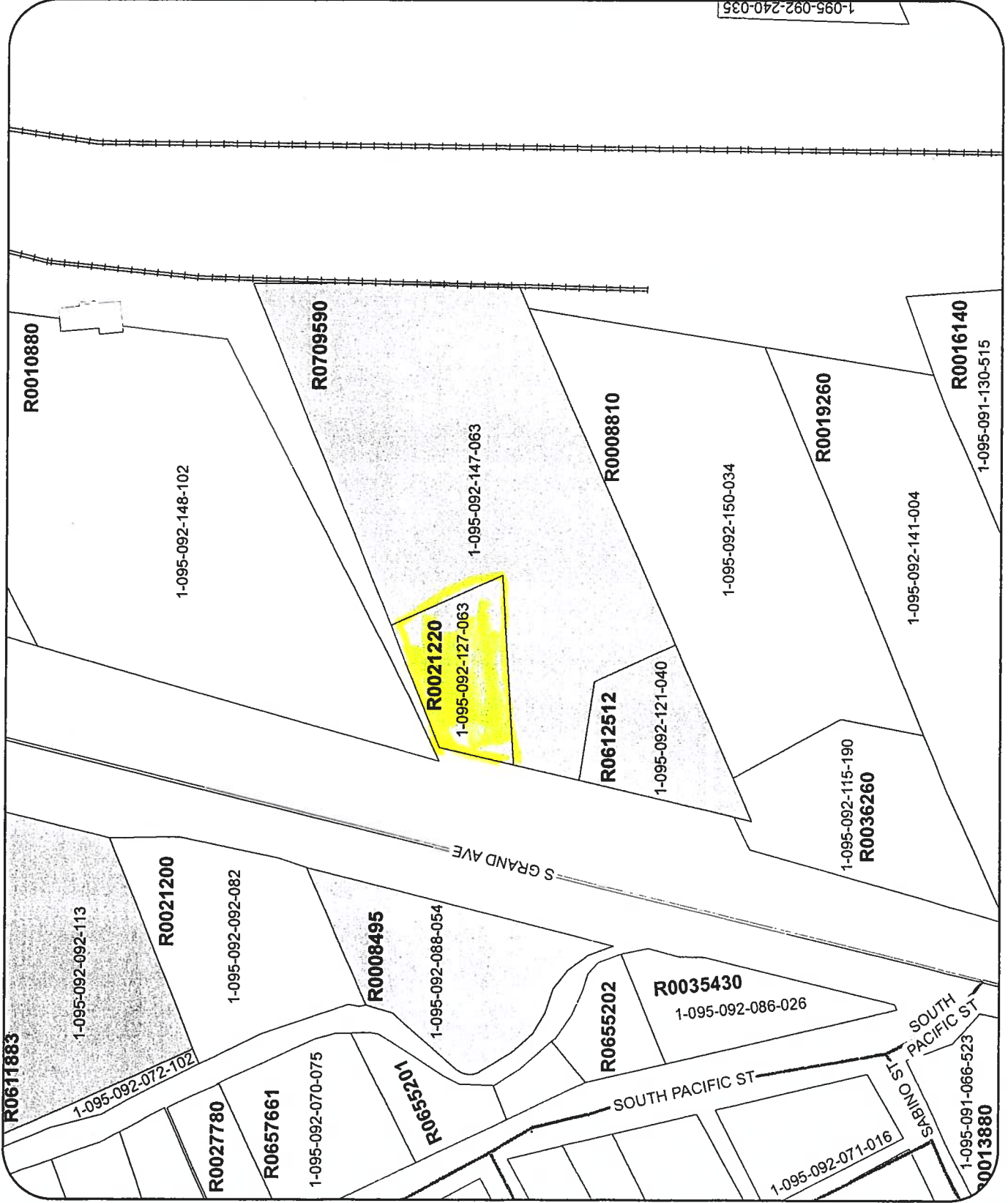
The data on this document is believed to be accurate. However, San Miguel County makes no warranties, express or implied, including fitness for use.

This map and data does not supercede or replace recorded documents, deeds or plats of record.

ALL property lines are approximate.

Information is subject to change without notification.

1 inch = 167 feet  
 Printed on: 10/16/2017  
 Printed by: jphillips



Data Maintained by:  
 James Phillips





The Board of Adjustment and Planning & Zoning Commission will hold a **PUBLIC HEARING** on Monday, November 27, 2017 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **ZONE CHANGE** from a C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone) for property located at 296 S. Grand Avenue, Las Vegas, NM. Owners want to change zoning on property for the purpose of lowering property taxes. Application submitted by Matias Jr. & Consuelo F. Martinez (Applicants/Owners). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE**. You may appear at the hearing to enter your testimony in favor or in opposition to this request. The applicant aggrieved by the decision of the Board of Adjustment and Planning & Zoning Commission, may file a written notice of appeal.

**If you require further information, please contact Maria Perea, Planning & Zoning Coordinator at (505) 426-3279.**

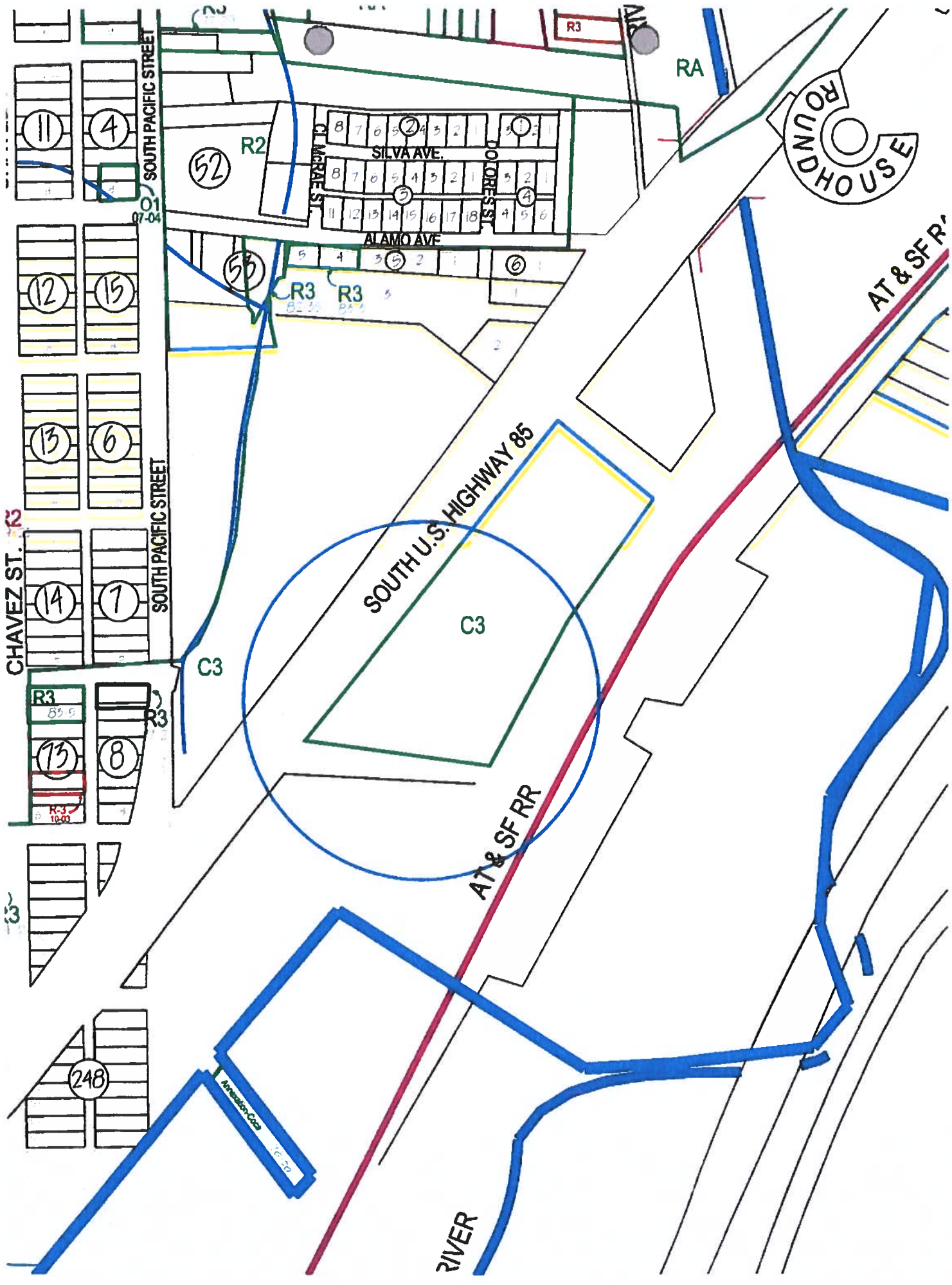
## CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT  
1700 NORTH GRAND AVENUE  
LAS VEGAS, NEW MEXICO 87701

**'NOT TO SCALE'**







CHAVEZ ST. R2

SOUTH PACIFIC STREET

SOUTH PACIFIC STREET

SOUTH U.S. HIGHWAY 85

AT & SF RR

RIVER

ROUNDHOUSE

AT & SF RR

52 R2

50 R3

C3

RA

R3

SILVA AVE.  
ALAMO AVE.  
MORRIS ST.  
CLARET ST.

R3

R3

248

Amesbury Co.  
10-22

73

8

14

7

13

6

12

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8 7 6 5 4 3 2 1  
8 7 6 5 4 3 2 1  
11 12 13 14 15 16 17 18  
5 4 3 2 1  
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4 5 6







**RECORD PROPER  
ZONE CHANGE APPLICATION**

**Applicants/Owners:** Matias Jr. & Consuelo F. Martinez  
**Location:** 296 S. Grand Avenue, Las Vegas, NM 87701  
**Hearing Date:** Monday, November 27, 2017

**ACTION REQUESTED:**

A recommendation for approval of a Zone Change from a C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone) for property located at 296 S. Grand Avenue, Las Vegas, New Mexico 87701.

**STAFF RECOMMENDATION:**

After review of the attached application and documents submitted, Community Development staff is recommending approval of the zone change from a C-3 zone to an R-1 zone.

**BACKGROUND:**

Applicants/Owners, Matias Fr. & Consuelo F. Martinez, would like to change the zoning of Parcel A, as shown on attached plat. Property is addressed as 296 S. Grand Avenue, Las Vegas, New Mexico. The purpose of the zone change request is to lower property taxes on their primary residence.

**EXHIBITS**

<b>Exhibit No.</b>	<b>Description (Document Name, date and number of pages)</b>
1	Application to re-zone properties located at 296 S. Grand Avenue, Las Vegas, New Mexico, received on October 2, 2017 - 1 page
2	Letter of Intent to re-zone above property, dated October 2, 2017 - 1 page
3	Warranty deed recorded at the San Miguel County Clerk's Office on November 7, 2016, Doc. #201603882 - 1 page
4	Letter to property owner advising of the meeting date and time, dated November 15, 2017 - 1 page
5	Plat of the Survey & Monumentation of the Matias Martinez Jr. House - Lot, recorded at the San Miguel County Clerk's Office on November 7, 2016, in Plat Book 78, Page 30.
6	List of property owners within 100-feet of subject property sent notification via certified mail, copy of Assessor's Map (1" = 100'), Vicinity Map and Zoning map of subject property - 5 pages
7	Aerial photo of Subject property - 1 page
8	Copy of legal ad placed in the Las Vegas Optic on November 12, 2017 - 1 page
9	Staff Report on Application - 3 pages



**FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION**

On November 27, 2017, the Las Vegas Planning and Zoning Commission considered an application submitted by Matias Jr. & Consuelo F. Martinez (Applicants/Owners) for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning for Parcel A, a 0.4809 acres ± property located at 296 South Grand Avenue, Las Vegas, New Mexico from a C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone). The Commission having been presented with the record testimony hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

**NOTICE**

Notice for the Public Hearing before the Planning and Zoning Commission was published in the Las Vegas Optic on November 12, 2017, faxed to area media on November 20, 2017, mailed via certified mail on November 15, 2017 to property owners within 100 feet, and notice was not posted on the external boundaries of the property.

**APPLICATION**

The applicants/owners, Matias Jr. & Consuelo F. Martinez, have submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning of property located at 296 S. Grand Avenue, Las Vegas, New Mexico. The re-zone would assist in lowering property taxes for the property owners for their primary residence.

**LAND HISTORY**

The property is utilized as the property owners residence. The residence has been in existence for over fifty (50) years and has always been used as residence.

**TESTIMONY**

Mr. Martinez has stated in the application that he would like to change the zoning from C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone) as this property has always been their primary residence, but they have been paying commercial taxes on the property. Owners would like to have his property taxes lowered to residential instead of commercial.

**COMMISSION'S RECOMMENDATION**

Based upon the Findings of Fact, the Commission made the following recommendation:

1. Motion was made to recommend approval of the amendment to the Zoning Map.

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### **CONCLUSION OF LAW AND DECISION**

Based upon the above findings of fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to § 450-104 of the Las Vegas Municipal Code was provided.
2. The Zoning Map amendment is in accordance with the Las Vegas Comprehensive Plan.
3. The Commission recommends to the City Council that the proposed Zone Change amendment be approved for property located at 296 South Grand Avenue, Las Vegas, New Mexico.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Planning & Zoning Commission Chairperson

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**CITY OF LAS VEGAS, CITY COUNCIL  
ORDINANCE NO. 17-16**

**AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN C-3 (GENERAL COMMERCIAL ZONE) TO AN R-1 (SINGLE FAMILY RESIDENTIAL ZONE) FOR PARCEL A (0.4809 ACRES ±) LOCATED AT 296 SOUTH GRAND AVENUE, LAS VEGAS, NEW MEXICO AS REQUESTED BY MATIAS JR. & CONUELO F. MARTINEZ (APPLICANTS/OWNERS).**

**WHEREAS**, Matias Jr. & Consuelo F. Martinez have applied for an amendment to the official zoning map for Parcel A (0.4809 acres ±) located within T16n, R16e, Section 26, and known as 296 South Grand Avenue, Las Vegas, New Mexico pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

**WHEREAS**, on November 27, 2017 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone Parcel A (0.4809 acres ±) located within T16n, R16e, Section 26, and known as 296 South Grand Avenue South Grand Avenue, Las Vegas, New Mexico from an C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone) and on November 27, 2017 adopted a motion recommending approval of the proposed amendment.

**WHEREAS**, on December 20, 2017, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

**NOW, THEREFORE BE IT ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property known as Parcel A (0.4809 acres ±) located within T16n, R16e, Section 26, and known as 296 South Grand Avenue South Grand Avenue, Las Vegas, New Mexico from a C-3 (General Commercial Zone) to an R-1 (Single Family Residential Zone), and more fully described as follows:

**BE IT FURTHER ORDAINED** that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

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**PASSED, APPROVED AND ADOPTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

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

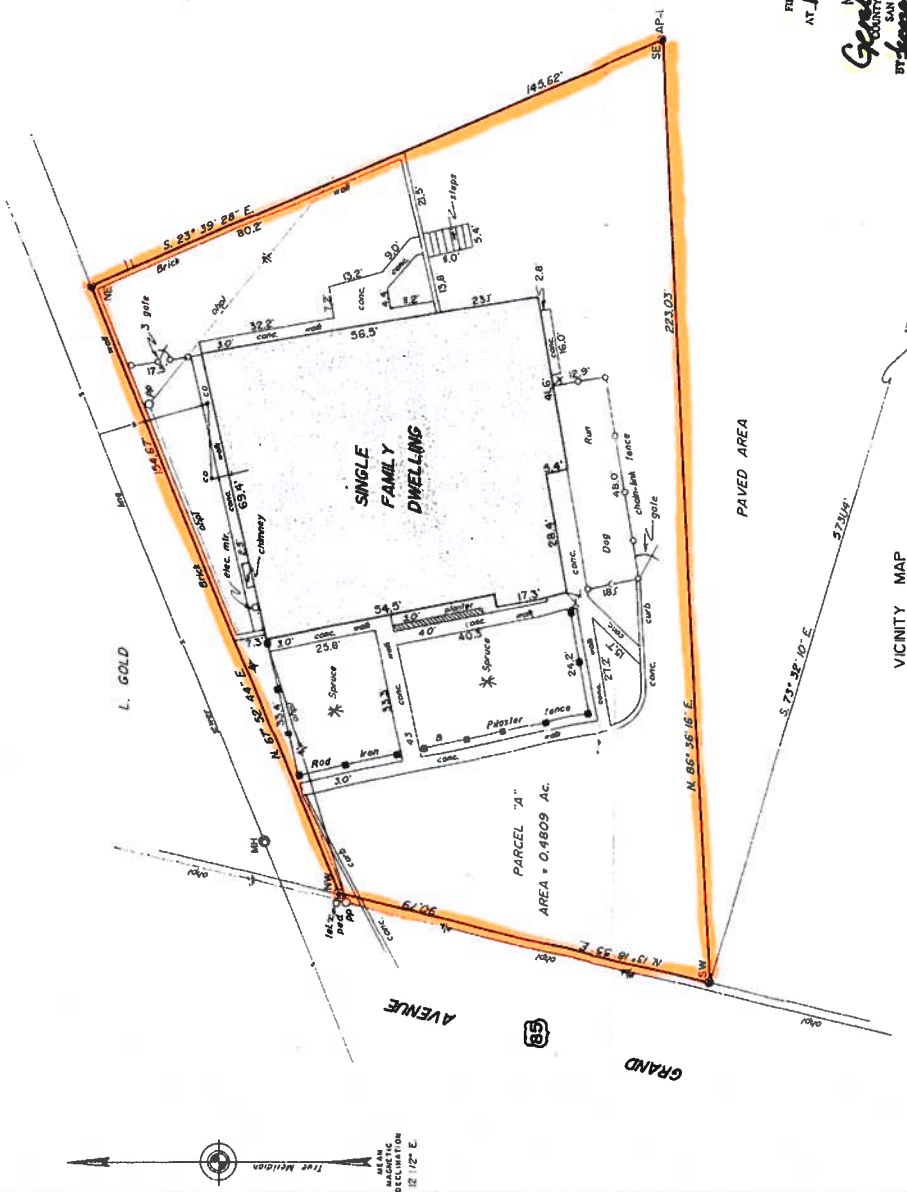
\_\_\_\_\_  
Tonita Gurulé-Girón, Mayor

**REVIEWED AND APPROVED  
AS TO LEGAL SUFFIENCY ONLY**

\_\_\_\_\_  
Corinna Laszlo-Henry, City Attorney

# PLAT OF THE SURVEY & MONUMENTATION OF THE MATIAS MARTINEZ JR. HOUSE - LOT

FRONTING GRAND AVENUE, IN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO



### PROPERTY DESCRIPTION

All of that certain parcel of land, belonging to Matias Martinez, Jr., on the U.S. Highway 85 (Grand Avenue) in the City of Las Vegas, San Miguel County, New Mexico, and being all of that parcel of land described in the warranty deed from the late Matias Martinez, Sr. and Beluina C. Martinez, husband and wife, to Matias Martinez, Jr., dated and recorded in Book 1959, filed in the office of the county clerk on February 21, 1968, and being also a portion of the 3.25 acre tract on the plat of survey thereof for Matias Martinez, Sr., Matias Martinez, Jr., and Jose Arturo Martinez, dated April 16, 1970, by H.E. Beisman, P.E. and L.S., bounded on the north by the NM State Highway Department storm sewer system, on the east and south by the Beluina C. Martinez Gas Co. Complex, on the west by said U.S. Highway, and being here more particularly described by metes and bounds survey as follows:

Beginning at the southwest corner, identical with the northwest corner of the Martinez Gas Complex Survey, Geometron Survey Systems Pl., No. M-640-36-SM, which is monumented with a 5/8 inch rebar with aluminum cap set in concrete, from which the U.S. M.G.S. triangulation station "Las Vegas", which plane coordinates are X, 242, 621.78 and Y, 1,665,948.75, delta alpha angle -30° 13' East zone bears S.73°32'10"E., 5731.14 feet distant for a tie; thence, from said southwest corner,

N. 13° 18' 56" E., 90.79 feet distant, along the easterly line of said U.S. Highway 85 to the northwest corner, defined by the N.M. State Highway Department brass tablet in concrete; thence,

N. 67° 52' 44" E., 154.67 feet distant to the northeast corner at the end of a concrete block wall; thence,

S. 33° 39' 28" E., 145.62 feet distant, partly along said block wall, to the southeast corner, monumented with a 5/8 inch rebar with aluminum cap set in concrete; thence,

S. 86° 36' 16" W., 223.03 feet distant to the southwest corner and point of beginning containing 0.4809 acre.

FREEDWAY OFFICE  
AT 1100 O'CONNOR

NOV 7 2016  
**Geometron Survey Systems**  
SAN MIGUEL COUNTY  
BY: *[Signature]*  
BOOK 21 PAGE 33

### LEGEND

- PP POWER POLE
- BI NM STATE HIGHWAY DEPT. MON
- 5/8" REBAR W/ ALUMINUM CAP
- OVER-HEAD POWER LINE
- PROPERTY BOUNDARY



### VICINITY MAP



### SUBMITTER'S CERTIFICATE

I hereby certify that this plat represents a survey on the ground conducted by me or my assistants under my direction and that it is strictly conformable to the field notes thereof and that I am a duly Licensed Professional Surveyor in New Mexico, and that it is true and correct to the best of my knowledge and belief.

Date: 04/10/93



PREPARED FOR	MATIAS MARTINEZ JR.	
SCALE 1" TO 20'	BOOK No.	L-6
DATE 04/10/93	DRAWN BY <i>[Signature]</i>	
BASIS FOR BEARINGS ORSELL PLAT # 7624, BASED ON N.M. STATE ENGRS OFFICE		
APPROVED BY <i>[Signature]</i>		
DRAWING No.		M-671-24-SM

### GEOMETRON SURVEY SYSTEMS

JOE M. SISKEROS  
LICENSED PROFESSIONAL SURVEYOR NO. 8941 N.M.  
P.O. BOX 200 JERICHO, NEW MEXICO

BK 03 773 80



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 12/8/17**

**DEPT: Fire**

**MEETING DATE: 12/20/17**

**ITEM/TOPIC:** Award Request for Proposal # 2018-10 for Emergency Medical Services to Superior Ambulance who was the only qualified proposal received, and enter into negotiations with Superior Ambulance.

**ACTION REQUESTED OF COUNCIL:** *Approval/Disapproval to enter into negotiations with Superior Ambulance.*

**BACKGROUND/RATIONALE:** The City of Las Vegas Fire Department went out for Request for proposals and Superior Ambulance was the sole bidder for the proposal.


**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**

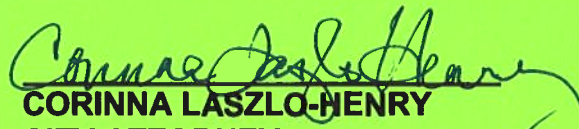
**REVIEWED AND APPROVED BY:**

  
**TONITA GURULE-GIRON**  
MAYOR

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

  
**RICHARD TRUJILLO**  
CITY MANAGER

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

  
**CORINNA LASZLO-HENRY**  
CITY ATTORNEY  
**(ALL CONTRACTS, ORDINANCES**  
**AND RESOLUTIONS MUST BE**  
**REVIEWED)**

REQUEST FOR  
PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 p.m. on Sept 6, 2017, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

**Emergency Medical Services throughout the City of Las Vegas**

Proposal Forms and Specifications may be obtained from the following location:

City Clerk's Office, 1700 North Grand Avenue, Las Vegas, New Mexico 87701;

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **Emergency Medical Services**, Opening No. 2018-10; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, delayed proposal will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS

  
Richard R. Trujillo, City Manager

  
Corinna Laszlo-Henry, City Attorney

  
Casandra Fresquez, City Clerk

  
Ann M. Gallegos, Finance Director

  
Helen Vigil, Purchasing Officer

Opening No. 2018-10

Date Issued: Aug 7, 2017

Published: Las Vegas OPTIC Aug 11, 2017

Albuquerque Journal Aug 11, 2017

City of Las Vegas website: www.lasvegasnm.gov Aug 11, 2017



OFFEROR INFORMATION

OFFEROR: SUPERIOR AMBULANCE SERVICE, INC.

AUTHORIZED AGENT: CHRIS L. ARCHULETA, CEO

ADDRESS: PO Box 6482, 7600 LA MORADA PL NW, ALBUQU NM 87197

TELEPHONE NUMBER: (505) 247-8840

FAX NUMBER: (505) 830-1260

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: LO647718192

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

SERVICE (S): **Emergency Medical Services throughout the City of Las Vegas**

THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF NEW MEXICO }  
COUNTY OF BERNALILLO } ss

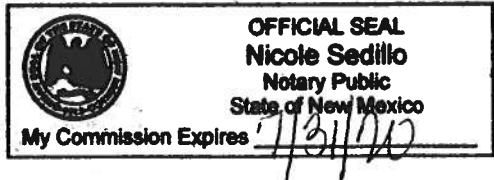
I CHRIS L. ARCHULETA, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement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

[Signature]  
Signature

Subscribed and sworn to before me, this 24 day of August, 2017.

(SEAL)

[Signature]  
Notary Public Signature  
My Commission Expires: 7/31/20



## STANDARD PROPOSAL CLAUSES

### AWARDED PROPOSAL

Awarding of Proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all Proposals submitted.

### TIMETABLE

Proposals 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: Sept 6, 2017; 2:00 p.m.; at which time all proposals received will be opened. The opening will occur at the City Offices. Awarding of proposal is projected for: \_\_\_\_\_, 20 \_\_\_\_\_. The successful offeror will be notified by mail.

### ENVELOPES

Sealed Proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal name and opening number. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-199 N.M.S.A. 1978), imposes 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), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or 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. In addition, (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.

### RESPONSIBILITY OF OFFEROR

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

### NON-COLLUSION

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

**CLARIFICATION OF PROPOSAL**

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in this proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Date or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

**MODIFICATION OR WITHDRAWAL OF PROPOSAL**

A Proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the Offeror does so agree in submitting their Proposal. Prior to the schedule time and date of opening, proposals submitted early may be withdrawn, but may not be re-submitted.

**APPLICATION OF PREFERENCE**

Pursuant to (Section 13-1-21 and 13-1-22 N.M.S.A. 1978) any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certification Number (issued by N.M. State Purchasing) with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

**FEDERAL TAX IDENTIFICATION NUMBER**

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

FEDERAL TAX ID NUMBER: 85-0211037

SOCIAL SECURITY NUMBER: N/A

**NEW MEXICO TAX IDENTIFICATION NUMBER**

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

New Mexico (CRS) Tax Identification Number: 01-785984-000-01

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

**SPECIAL NOTICE**

Proposal will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposal are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

**NEGOTIATION**

Pursuant to the City of Las Vegas Purchasing rules and regulations (section 6.7) discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal.

**CONTRACT**

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

**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 Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

**REQUEST FOR PROPOSALS  
FOR AMBULANCE SERVICES THROUGHOUT THE CITY OF LAS VEGAS AS DEFINED IN THE  
SCOPE OF WORK**

**INTRODUCTION:**

The City of Las Vegas is seeking proposals from qualified sources to provide a comprehensive medical transport and first response system. The proposal should also address the provider's ability and willingness to participate in a collaborative effort with the local Fire district and air ambulance providers. The contract will be for a period of one year, to be extended for up to three (3) additional one (1) year periods at the City of Las Vegas' option, upon annual review of the provider's performance results. The terms of the contract will be in substantial conformity and will include financial penalties for response failures as set forth in the contract. Please note that the company awarded the contract will be required to post a performance bond to cover six (6) months operations costs prior to initiation of services.

The provider selected must cooperate with all existing medical and emergency organizations to manage the efficient provision of all emergency, non-emergency, and preventative services to City of Las Vegas residents. The provider selected must also cooperate in the implementation of all existing and future Joint Powers Agreements or other agreements between the City of Las Vegas or other agencies of the State and Local governments and with any laws or grant agreements under which such entities may obtain funding to support a medical transport system.

**HISTORY AND BACKGROUND:**

Las Vegas is located in Northern New Mexico at the foothills of the Sangre de Cristo Mountains. Las Vegas is bordered to the East and North by the flatland plains, and bordered to the West and South by wooded mountain ranges. Population may classify Las Vegas as a Suburban community, but Las Vegas is not a city that has a lot of industries or continued growth. The closest Urban City is 65 miles South along Interstate 25, that being the City of Santa Fe.

The City of Las Vegas provides Emergency Services through police and fire departments as well as the office of Emergency Management.

The New Mexico Public Regulatory Commission regulates ambulance and other medical transport services throughout New Mexico. The current tariff approved for use by services in New Mexico is referred to as the state tariff. If offeror is proposing the use of another approved tariff, offeror must supply tariff with proposal.

The Las Vegas Police Department is the primary PSAP (Public Safety Answering Point) for 911 calls and coordinates emergency services throughout the City of Las Vegas. The provider of Emergency Medical Services shall utilize these public safety answering points. In the proposal the provider will need to include the method to be used for non-emergency

traffic. Non-emergency transport dispatch will be the sole responsibility of the provider. Facility to facility or Non-emergency transport shall not negatively impact the emergency medical response system.

#### **A. SCOPE OF WORK**

The City of Las Vegas is seeking proposals from qualified sources to provide a comprehensive medical transport and first response system. The proposal should also address the provider's ability and willingness to participate in a collaborative effort with the local Fire districts and air ambulance providers. The contract will be for a period of one year, to be extended for up to three (3) additional one (1) year periods at the City of Las Vegas' option. Upon annual review of the provider's performance results, the terms of the contract will be in substantial conformity and will include financial penalties for response failures as set forth in the contract. Please note that the company awarded the contract will be required to post a performance bond to cover six (6) months operations costs prior to initiation of services.

The provider selected must cooperate with all existing medical and emergency organizations to manage the efficient provision of all emergency, non-emergency, and preventative services to City of Las Vegas residents. The provider selected must also cooperate in the implementation of all existing and future Joint Powers Agreements or other agreements involving the City of Las Vegas. This shall include any other agencies of the State and Local governments that may have grant agreements to obtain funding in order to support the medical transport system.

#### **Proposals shall include but not necessarily be limited to presenting the following information:**

1. A mission statement and strategic plan to address initiation and provision of services along with a review and improvement of services throughout the contract period(s).
2. A detailed description of a comprehensive EMS system status management plan which will include emergency response times within designated service zones.
3. Provider must develop and provide a communication and dispatch system that is compatible with existing emergency 911 System and that will eliminate existing communication deficiencies.
4. The provider must maintain two (2) methods of communication (primary and secondary) with dispatch and an alternate method of alerting EMS units such as pagers or cell phones. A home-based radio should be maintained to enhance communications and non-emergency traffic licensed to the provider.
- \* 5. Provider radios must be capable of communications with all fire units within the City of Las Vegas and County of San Miguel. All radio equipment is the responsibility of the provider.

6. Provider must provide a plan for Emergency Medical Transport.
7. A plan for non-emergency medical transport, including details relating to non-emergency transport dispatch, the number of proposed vehicles to be scheduled for non-emergency transport, and the coordination of emergency and non-emergency services. The plan for prescheduled inter facility transport must demonstrate how the emergency medical transport system will be protected from being negatively impacted by prescheduled inter facility transports.
8. A plan for dealing with multiple casualty incidents and describing the medical transport system provider's role and responsibility in relation to other first responder agencies. Provider must be able to handle two separate incidents at one time with no degradation in services.
9. A proposed plan of operations, including the number of ambulances and other vehicles to be used. Staffing levels for these vehicles to include the number of personnel and certification levels for each unit. The method proposed for providing medical supervision of field personnel and on-line medical direction with the closest facility as well as the provider's off-line Medical Director. The method proposed for coordinating services with other first responder agencies. The plan should detail how emergency and prescheduled inter facility transport services will be segregated and coordinated. The plan should also include information in regards to the willingness and ability to incorporate clinical students into its operations and how they can assist local providers, such as volunteer or career fire departments with continuing education. The provider must also assist local government in acquiring grants or assistance that improves the Emergency Medical services within the county.
10. At a minimum, staffing should include the following:
  - A Medical Director (preferably local) with a strong background in emergency medical transport. If the Medical Director is not local, the proposal should include sufficient information and detail to demonstrate that adequate management can be achieved under the proposal without a local Medical Director.
  - All ambulances transporting emergency patients shall be staffed with at least a licensed EMT-paramedic and a licensed EMT-basic.
  - Vehicles identified as available only for non-emergency call response may be staffed by two (2) basic EMT's.
11. A plan for ensuring compliance with all Injury Prevention/EMS Bureau and /or Public Regulatory Commission requirements, as well as compliance with all other applicable State and Federal laws and regulations, and City ordinances and policies. The offeror shall be authorized and or licensed with the New Mexico Public Regulation Commission, certificate of public conveyance or shall acquire a license prior to engaging to the commencement of the contract.

Non-performance: should the offeror not possess the certificate of public conveyance



and necessity, the City of Las Vegas would then draw down on the performance bond accordingly.

12. An employment policy statement detailing each classification of personnel, the minimum qualification requirements, pre-employment screening, and evaluation criteria used in hiring; describing orientation procedures and continuing education and training programs; and outlining retention, promotion, discipline, and termination policies.
13. Drug testing policy-illustrating compliance with drug and alcohol free work place environment.
14. An employment policy statement detailing minimum wages or salaries and benefit packages for all personnel categories.
15. A policy regarding intake, investigation, and resolution of complaints for customers, shall be provided to the City of Las Vegas for review. When internal procedures do not resolve the complaint with a specific resolution the City Manager have the authority to mediate a final resolution.
16. The following minimum information regarding past and current company operations should be submitted:
  - A. Complete disclosure of all companies and/or subsidiaries, including but not limited to financial statements for the company submitting a proposal for the requested services.
  - B. A description of company's background, and number of employees in functional areas, including any experience or contacts within New Mexico.
  - C. Brief descriptions of the background of key personnel proposed for the project, including initial and long-term support for the provision of local services.
  - D. A description or samples of documents or forms available to users and technical staff for operation of the proposed system.
  - E. Evidence that insurance and bond requirements specified in the form contract can be met through reputable providers.
  - F. Community service events.
  - G. A copy of the certificate of necessity and public convenience showing coverage of the required area of the City of Las Vegas, San Miguel County, and State of New Mexico or State wide authority.
  - H. Equipment listing including make, model and year of units to be committed to the City of Las Vegas. At a minimum, one (1) Ambulance unit must have 4-Wheel Drive capabilities.
  - I. The provider must provide three (3) dedicated ambulances to the City of Las Vegas at all times.

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

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Contractor's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:
  - A. greater than two simultaneous or overlapping emergency / urgent responses within the City of Las Vegas; or
  - B. greater than four simultaneous or overlapping emergency / urgent responses within the City of Las Vegas and mutual aide areas; or
  - C. two responses dispatched within ten (10) minutes of one another
8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;
9. Organized labor actions outside of the provider's organization which intentionally delay response times or impair service delivery capabilities;
10. Delays caused by a facility being unable to receive a patient; or
11. A reasonable decision by the responding contractor representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advise by a public safety official;
12. Any delay caused by unusual circumstances that the contractor can reasonably document, which will be reviewed by the City of Las Vegas Management Team on a case by case basis and accepted or rejected by the City Manager, following a recommendation from the City of Las Vegas Management Team.
13. Provide last three (3) years contracts for service in San Miguel, Santa Fe and neighboring counties

**PENALTY ASSESSMENT:** Penalties will be assessed based upon the following.

**A. Response Time:** The following emergency response time of 7 minutes maximum has been established for the City of Las Vegas City Limits.

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

**B. Penalties:** Individual response penalties of \$250.00 per response shall be assessed for each individual response time, which exceeds the individual maximum response time.

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

**RECORD KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall compile, maintain, and make available for inspection and audit upon request by the City of Las Vegas or any agency of the State of New Mexico. All records relevant to the services are to be provided under the contract for a period of an additional six (6) years. **Reporting to the Governing Body, shall occur on a quarterly basis for the duration of the contract period.**

**HOLD HARMLESS AGREEMENT:** The Contractor shall defend, indemnify and hold harmless the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-29, NMSA 1978, as amended, against and from any and all

claims, losses, fines, demands, judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from death, bodily or personal injury, damage to property or any other nature arising from or out of, connected with, resulting from or related to the contract and any amendment thereto if caused solely by the tortuous act or omission of the Contractor, the Contractor's officer's employees, servants or agents. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the contract, for negligence, acts errors or omissions to act occurring during the terms of the contract. The City of Las Vegas shall likewise hold harmless the Contractor and its employees for acts or omissions of the City of Las Vegas, employees, officers, or agents.

**SOVEREIGN IMMUNITY:** By entering into the contract, the City of Las Vegas and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in the contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

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

**INSURANCE:** The Contractor shall at all times during the term of the contract have and keep in force the following types of insurance in the following amounts, to include indemnification of the City as required by the contract. Each policy shall provide for coverage to extend to all claims arising out of alleged actions or omissions during the coverage period, regardless of whether the coverage has expired prior to the claim being submitted. Each policy shall also include a provision for the insurer to provide notice to the City of Las Vegas at least thirty (30) days in advance of any termination of the policy. The limits specified below shall in no way limit the Contractor's liability to the City of Las Vegas including its indemnification obligations, arising from the contract.

- A. **General Liability Insurance** – for bodily injury (including death) and property damage, which provides limits of not less than One Million Dollars (\$1,000,000.00) per injury, and not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- B. **Medical Malpractice (Errors and Omissions) Insurance** - which provides limits or not less than One Million Dollars (\$1,000,000.00) per injury, and not less than Two Million Dollars (\$2,000,000.00) per occurrence.

C. **Workers' Compensation Insurance** – which meets the limits, set by the New Mexico Legislature.

Failure to provide proof of adequate insurance upon request shall constitute a material breach of the contract by the Contractor and may be cause for immediate termination of the contract by the City of Las Vegas. The Contractor shall furnish the City of Las Vegas with a copy of the complaint served upon the Contractor in any lawsuit, which includes allegations arising from, or relating to the contract.

**PERFORMANCE BOND:** The Contractor shall be required to post a performance security bond in the amount of [to be determined based upon approximately six (6) months of operating costs based upon the proposal], issued by a reputable company approved by the City of Las Vegas and consistent with State Law. The Contractor must provide a continuation certificate at least ninety (90) days prior to the expiration of any performance security bond previously submitted in compliance with this Article. The performance security bond shall be called by the City and the full amount of the proceeds of the bond shall be payable to the City, in the event of a material breach of the contract by the Contractor. The City shall have the right to take possession of the facilities, vehicles, personnel contracts, and other assets of the provider which are located and assigned to its operations in the City of Las Vegas under the contract, and to credit the fair market value of such seized assets against the bond proceeds claimed by the City. Any dispute regarding the fair market value of such assets shall be resolved through arbitration, as provided in Article 19 in this Contract.

**THIRD PARTY BENEFICIARY:** It is agreed between the parties that it is not intended by any of the provisions of any part of the contract to create on the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit based upon the contract.

**WAIVER:** Any waiver by either party of any breach of any covenant, term, condition or agreement in the contract shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent either party from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in the contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

**TERMINATION:** Either party may terminate the contract upon a material breach committed by the other and failure to correct the same within thirty (30) days of written notice.

**ASSIGNMENT AND SUBLETTING:** The Contractor shall not assign or sublet the contract without the written consent of the City of Las Vegas.

**MERGER OF PRIOR AGREEMENTS:** The contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of the

contract. All such conditions, understandings and agreements are merged into the contract. No prior condition, agreement or understanding, verbal or otherwise shall be valid or enforceable unless embodied or incorporated into the contract.

**AMENDMENTS:** Any amendments to the contract shall be made only in a writing signed by all named parties.

**ARBITRATION:** In the event that a dispute arises with respect to any of the provisions contained in the contract or any other matter affecting this contractual relationship between the City of Las Vegas, it shall be resolved by arbitration in New Mexico in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses shall be awarded as decided by the Arbitrator.

**BINDING EFFECT OF AGREEMENT:** All named parties agree that the terms of the contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors of the contracting parties.

**RELEASE:** The Contractor, upon final payment of the amount due under the contract for work completed and approved by the City, releases the City its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under the contract. The Contractor agrees not to purport to bind the City of Las Vegas to any obligation not assumed herein by the City, unless the Contractor has express written authority from the City to do so, and then only within the limits of the expressed written authority.

**CRIMINAL PENALTIES:** The Procurement Code, Section 13-1-25 et seq. NMSA 1978 (as amended), imposed civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**NON-DISCRIMINATION:** The Contractor shall prevent unlawful discrimination practices on account of race, color, national origin, sex, age, handicap, or religion in all its activities performed under the contract.

14. **CONFLICT OF INTEREST:** The Contractor warrants that he presently has no interest, and shall not acquire any interest during the term of the contract, which would have the potential to conflict with the performance of the services required under the contract. In the event such a conflict arises, it shall be brought to the attention of the City of Las Vegas and appropriate action acceptable to the City shall be taken. The Contractor's failure to inform the City of the existence of a potential conflict interest constitutes default and shall be grounds for termination of the contract by the City. Provide copies of all service complaints for the last three (3) years

## **BRIBERY AND KICKBACK**

The procurement code of New Mexico, NMSA 1978, Section 13-1-28 through 13-1-199, mandates that all contracts and solicitations to bid, must contain reference to the criminal laws prohibiting bribes, gratuities and kickbacks. The act of bribery of a public official or a public employee, NMSA 1978, Section 30-24-1, is a third degree felony. The act of demanding or receiving a bribe by a public officer or a public employee, NMSA 1978, Section 30-24-2, is a third degree felony. The act of soliciting or receiving illegal kickbacks, NMSA 1978, Section 30-41-1, is a fourth degree felony.

**SUBCONTRACTING / MUTUAL AID AGREEMENTS:** The Contractor shall not enter into mutual aid agreements with other EMS service providers or agencies. Any and all subcontracting and or mutual aid agreements shall be arranged and approved by the City Governing body, San Miguel County Commissioners, and Alta Vista board.

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

**PARAGRAPH HEADING:** Article heading are for convenience and reference and are not intended to limit the scope of any provision of the contract.

**GOVERNING LAW:** This Contract shall be construed pursuant to the laws of the State of New Mexico.

**NON-APPROPRIATION:** The Cities obligation to make payment under the terms of the contract is contingent upon its appropriation of sufficient funds to make those payments. If the funds are not appropriated for the continuation of the contract by one of the entities may be amended or terminated, the contract will terminate upon written notice of that effect to the Contractor. The entities determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

In a separate envelope clearly marked with the name of the proposer, RFP No. \_\_\_\_\_ enclosed the following items:

- A. Any proposed In-Kind services to be provided by the City of Las Vegas under the proposal, consistent with the proposed level of service as represented by the response time information.
- B. A proposed annual budget for operations within The City of Las Vegas, showing salaries, overhead, insurance and bond costs, taxes, profits, and any and all other costs associated with providing the proposed medical



transport system, and including estimated increases for the proposed contract period (up to 4 years) consistent with the requested level of service as represented by the response time information.

- C. As a required alternate proposal (with multiple proposals being encouraged), a proposed system of payments and annual budget to improve the current level of service, to the City of Las Vegas.

In designing one or more alternate proposals to improve the current level of service, the provider should focus on improving patient outcomes, whether through increased transport availability in the system, increased ALS or BLS services, assisting fire districts with training or a combination of these or other strategies.

**1. ADDITIONAL INFORMATION:**

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in offeror's proposal.

**2. NOTE:**

Number of pages should not exceed a total of 15.

**3. WITHDRAWAL OF PROPOSAL:**

A Proposal may not be withdrawn or canceled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their Proposal. Prior to the scheduled time and date of opening, Proposals submitted early may be withdrawn, but may not be re-submitted.

**4. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:**

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an offeror, or that has quoted prices of materials to an offeror is not thereby disqualified from submitting a sub proposal or quoting prices to other offerors or making a prime proposal.

**5. OPENING OF PROPOSAL:**

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the offeror accepts the terms and conditions contained in these contract documents referred to herein.

**6. COMPARISON OF PROPOSALS:**

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the offerors for recommendation of award to the City.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

- 1. Personal/Personnel Experience: Licenses, Labor and Equipment, Procurement ability, adequate facilities and financial stability..... 25%
- 2. Capacity and Capability: Offerors willingness, capacity and capability to perform & maintain emergency services on a timely basis.....25%
- 3. Past record of Performance and Familiarity.....25%
- 4. Familiarity with City of Las Vegas.....25%

**7. AWARD OF CONTRACT:**

The owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible offeror whose Proposal best meets the specifications. In awarding the contract, the owner shall determine, at his discretion, whether an offeror is qualified to perform the contract, and whether it is to the interest of the owner to accept the offer.

**8. BONDS:**

The successful offeror will be required to furnish a Performance Bond, in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in the contract documents. The form of Agreement with the successful offeror, as Contractor, will be required to execute also included herewith.

**9. INSURANCE CERTIFICATE:**

The offeror must at all times hold General Liability insurance of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate and list the City of Las Vegas as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

The successful offeror will be required to furnish insurance certification for the insurance required.

**10. CONTRACTUAL TERMS:**

The following contractual terms will be included in any contract entered into by the City of Las Vegas and the offeror selected.

**A. Funding**

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

**B. Term**

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. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

**21. EXECUTION OF CONTRACT:**

The contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

- A. Contractor
- B. Owner
- C. Bonding Company

**22. CONTRACT DOCUMENTS:**

The complete Contract Documents will include the following:

- A. Notice to offerors
- B. Instructions and Information for offerors
- C. Proposal
- D. Cost
- E. Contract Agreement
- F. Performance Bond
- G. Labor and materials Payment Bond
- H. General conditions and Provisions of the Scope of Service
- I. Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

**23. CITY OF LAS VEGAS BUSINESS LICENSE:**

The successful offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

**24. DOCUMENTS TO SUBMIT WITH PROPOSAL:**

Each offeror shall submit the original and five (5) of the following documents:

- A. Proposal
- B. Offeror Information Form
- C. List of Subcontractors
- D. Contractor's Bonds
- E. Campaign Contribution Disclosure Form

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RATING SHEET FOR:  
Ambulance Services**

Offeror: SUPERIOR AMBULANCE SERVICE, INC.

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – Ambulance Services</b>		
1. Personal/Personnel Experience	25	
2. Capacity and Capability	25	
3. Past Record of Performance	25	
4. Familiarity with the City of Las Vegas	25	
<b>TOTAL</b>	<b><u>100</u></b>	

Agreement / Contract  
No. 2623-13  
City of Las Vegas  
Date

**CONTRACT FOR EMERGENCY  
AMBULANCE SERVICES**

This Contract made and entered into this 13 day of February 2013, by and between City of Las Vegas, hereinafter referred to as "City" and Superior Ambulance Service, hereinafter referred to as "Provider." The parties hereto determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be Provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

**ARTICLE 1. SERVICES TO BE PROVIDED:**

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

1. REQUIRED MEETINGS

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

2. RECORDS RETENTION

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

3. HIPAA COMPLIANCE

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

services. At least one of these ambulance units in service shall have 4x4 driving capabilities.

Superior Ambulance agrees to staff the third (3<sup>rd</sup>) ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and non emergency/inter-facility transports. A procedure for non-emergency, non-911 responses should be established that will not interfere with the emergency staffing levels. Non-emergency response requests should be answered by Albuquerque dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so not to deplete emergency services in the City of Las Vegas, stable non-emergency transports that are going into or coming from the City of Las Vegas to other points and places outside of San Miguel County, should be conducted by their Albuquerque or Santa Fe units. For non-emergency transportation services within the City of Las Vegas, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

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

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

#### **ARTICLE 5. COST AND PAYMENT:**

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

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

Contract amount: \$175,000.00 per calendar year.



- c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the City shall be excess and not contributor insurance.
- e. Waiver of subrogation on workers compensation in favor of City.

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

**ARTICLE 10. RESPONSE TIME, PENALTIES AND EXEMPTIONS:**

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

- 1. Incorrect or inaccurate dispatch information;
- 2. Material change in dispatch location;
- 3. Disrupted voice or radio transmissions not caused by the Contractor's error, negligence, or inadequate maintenance;
- 4. Scheduled or unscheduled CAD failure;
- 5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
- 6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
- 7. Periods of unusual system overload, defined as:
  - a. greater than two simultaneous or overlapping emergency / urgent responses within the City of Las Vegas; or
  - b. greater than four simultaneous or overlapping emergency / urgent responses within the City of Las Vegas and mutual aide areas; or
  - c. Two responses dispatched within ten (10) minutes of one another
- 8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;

such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the provider / contractor, including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

**A. Penalties:** Individual response penalties of \$250.00 per response may be assessed for each individual response time, which exceeds the individual maximum response time.

**B. Penalties** of \$250.00 may be imposed for any other violations of this contract including but not limited to maintenance, staffing, and meetings of regulatory requirements.

#### **COMPLIANCE STANDARDS:**

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

#### **ARTICLE 11. TERMINATION OF CONTRACT.**

The initial contract FY 2012/2013, based on this Contract can be extended for three (3) one (1) year periods upon approval of the City. The Provider may refuse to agree to extend this Contract based on demonstrated financial inability to continue to provide the services. In this event, the Provider shall give the City six (6) months notice in advance of the end of the existing contract period and shall provide documentation of the financial inability. The City may refuse to review or extend the Contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of Contract termination, the Provider shall be reimbursed for completed work that is approved by the City. In no event shall the dollar amount exceed the amount of the

**ARTICLE 18. WAIVER:**

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

**ARTICLE 19. MERGER OR PRIOR AGREEMENTS:**

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

**ARTICLE 20. PARAGRAPH HEADINGS:**

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

**ARTICLE 21. THIRD PARTY BENEFICIARY:**

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

**ARTICLE 22. PERSONAL LIABILITY:**

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

**ARTICLE 23. GOVERNING LAW:**

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

**ARTICLE 24. BINDING EFFECT OF AGREEMENT:**

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

### **ARTICLE 31. COMPLIANCE WITH GOVERNING LAW:**

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

### **ARTICLE 32. CUSTOMER SERVICE STANDARDS:**

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

### **ARTICLE 33.**

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

## **ATTACHMENT A**

### **SUPERIOR AMBULANCE SERVICES SCOPE OF SERVICES**

#### **STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION**

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

#### **INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:**

##### **1. GENERAL AGREEMENTS: Provider shall:**

- 1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas.
- 1.2. Comply with stipulations and agreements embodied in RFP #100-23, Superior Ambulance Service's proposal to RFP #100-23 and Superior Ambulance Service's Revised Subsidy Proposal in response to RFP #100-23, which are incorporated by reference in their entirety and made part of this Contract.
- 1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within the City.
- 1.4. Notify the City six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.
- 1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic and one State licensed basic or intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basic or higher certification.
- 1.6. Compile, maintain, and make available for inspection and audit upon request by the City or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.
- 1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportations KKK specifications.
- 1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

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

#### 4. RECORDS MAINTENANCE AND RETENTION:

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

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

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

#### 5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

#### 6. SPANISH LANGUAGE PROGRAM:

Provider shall provide Spanish Classes to assist responders in acquiring fluency with Spanish terminology related to emergency response.

#### 7. RESPONSE TIMES:

Provider shall reach emergency response calls within the City of Las Vegas City limits in seven (7) minutes maximum.

#### 8. PROBLEM RESOLUTION:

All problems and issues between City and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

#### 9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

**8. Notice of Cancellation.**

Provider shall immediately notify the City in writing, of Provider's cancellation of its insurance coverage.

**9. Supplemental Insurance.**

During the term of this Contract, City, in its reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, City shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

**10. Market Fluctuations.**

The City acknowledges that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the City agrees to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.



1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:**

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(0)(1).

### **4. OBLIGATIONS OF COVERED ENTITY.**

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**6. MISCELLANEOUS.**

**6.1. Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

**6.2. Amendment.** The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

**6.3. Survival.** The respective rights and obligations of the Business Associate under Section 5.3 in this Agreement shall survive the termination of this Agreement and the Agreement.

**6.4. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

### **Step III**

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter is prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City Manager shall determine a resolution. The City Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Contractor in writing and shall include the timelines under which any corrective action shall occur.

### **Types of Problems**

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

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

DATE: 6-Sep-2017

OPENING NO.: 2018-10

TIME: 2:00 PM

DEPARTMENT: FIRE

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

ITEM(S): **EMERGENCY MEDICAL SERVICES  
THROUGHOUT THE CITY OF LAS VEGAS**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Superior Ambulance				✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 <i>[Signature]</i>	CLV Purchasing
2 <i>[Signature]</i>	CLV Purchasing
3 <i>[Signature]</i>	L. U.F.D.
4 <i>[Signature]</i>	City of LV
5	
6	
7	
8	
9	
10	

(use other side of form when full)  
ORIGINALS TAKEN BY CITY CLERK:  
*[Signature]*  
DATE: 9/6/17

OPENED BY: FINANCE DEPARTMENT  
*[Signature]*  
DATE: 9/6/17

COPIES TAKEN BY DEPT:  
*[Signature]* L.U.F.D.  
DATE: 9-6-17



*Established in 1974*

## **Superior Ambulance Service, Inc.**

P.O. Box 6482 Albuquerque, New Mexico 87197

Office: (505) 247-8840

Fax: (505) 830-1260

*"Medical Specialists"*

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### **Proposal to Supply Ambulance Services For the City of Las Vegas**

Thank you for the opportunity to provide you with an offer to continue to provide ambulance services to the citizens and the community of the City of Las Vegas. Our goal at Superior has been to provide the citizens of Las Vegas with the "Reliable, Dedicated, and Professional Services" they deserve and expect. We believe that our company within the past 9 years has built a relationship between the ambulance service and the Las Vegas community. During the past years we wanted everyone in Las Vegas to see the professionalism of our company; by how we perform and present ourselves to the community, and we strongly believe that we have met that objective. Additionally, over the past 4 years of our operations in Las Vegas, we at Superior have been monitoring the ambulance needs and have stepped up to the challenge to meet those needs. We believe that our dedication and reliability of the past 9 years to the City of Las Vegas will be a sign, of how we'll continue to perform over the next 4 years.

At Superior, we are always looking at how to better our services throughout our operations. As a result, Superior Ambulance has taken great strides in keeping up with "Today's EMS Technology", and in doing so have spent in just the past 3 years over \$900,000 in ambulance upgrades and new vehicles; over \$1,000,000 in new cardiac monitors; over \$300,000 in radio communications; over \$400,000 in miscellaneous medical equipment; and over \$800,000 in computers and software in ambulances, and in our Dispatch Center. Our total equipment investment in our operations in the past 3 years exceeds \$3.4 million dollars.

These enhancements show our commitment to be “Accountable” to those citizens and customers we serve.

As a part of our proposal and our continued commitment to the citizens of the City of Las Vegas, we will continue to be a positive partner, and will work at emphasizing the efforts to continue with an EMS Joint Operations Committee that will work at open communications between our service and the agencies involved in EMS within the City of Las Vegas and San Miguel County. We’ve seen that the inter-agency communications in the communities we currently operate are essential to a positive business relationship, and are a benefit for the citizens of Las Vegas, to whom we serve.

## **PROPOSAL**

Superior Ambulance Service, Inc. hereby proposes to supply ambulance services to the City of Las Vegas. The proposal shall include but not limited to the following;

### **Operations**

- Superior Ambulance will supply adequately staffed and properly qualified staff to the City on a 24-hour, 7-day basis, including holidays. Superior will ensure that ambulances are properly staffed at the ALS level with a Paramedic/EMT Basic crew at minimum to respond to emergency calls.
- Superior Ambulance will fully comply with all City, County, State and Federal regulations, and will keep records of such, and make such records available for the City to review.
- Superior Ambulance will properly maintain the ambulance fleet assigned to the contracted areas. The fleet will at minimum consist of 5 ambulances which will be 4-wheel drive units for severe weather responses. In addition, Superior will commit three (3) ambulances to the City.



- Superior Ambulance will commit to the City that we will work with all EMS operations and hospitals providing services in the City, to ensure that constant communication of services and issues are addressed.
- Superior Ambulance will work with the City of Las Vegas to emphasize the efforts to continue with an EMS Joint Operations Committee that will meet periodically to focus on issues such as; operational information, system improvements, operational costs and expenditures, service issues and corrections, contract compliance, and goals and objectives.
- Superior Ambulance anticipates a continued ability to employ from within the community. In addition, Superior will recruit and educate persons from the community to become employees of our service.
- Superior Ambulance will offer on an annual basis, an average of 3 paramedic educational stipends to citizens of the City of Las Vegas and San Miguel County to promote future employment and service needs in the city and the county.

### **Financial Commitment**

- Superior Ambulance agrees to make available, with proper notification, all response and financial records that are pertinent to the contract specifications.
- Superior Ambulance is willing to provide a full disclosure of receivables, expenditures, and applied subsidies to the City. The purpose of this disclosure is for the justification of the annual subsidy, or an adjustment of the subsidy.
- Superior Ambulance will commit to the City, that if possible, dependant of actual collectables and receivables; the goal of Superior is to eventually become financially viable, and possibly nondependent of a subsidy.
- Superior Ambulance will negotiate contract specifications on an as necessary basis with the City, in an effort to enhance emergency services in the city.

- Superior Ambulance will continue to utilize the approved State Ambulance Tariff, until such tariff is deemed inadequate. Thereafter at the expense of Superior Ambulance, Superior will petition the PRC for a tariff increase. If such a request for increase is necessary, Superior will advise and provide the City with the evidence that will be provided to the PRC of the need to increase the tariff.

### **Communications**

- Superior Ambulance will provide adequate communications equipment, as required by the City, and will work with the Dispatch Center to enhance and improve emergency communications.
- Superior Ambulance will help establish and participate with local EMS oversight committees regarding all communication issues.
- Superior Ambulance will work with the City to produce response and transportation reports, in an effort to properly document ambulance utilization within the City of Las Vegas.

### **Community**

- Superior Ambulance will be involved in Community Service events, at minimum of what is described in “Scope of Work Specifications” of the RFP. Our organization believes in becoming a strong community member, and in doing so participates with many community events. Thus, we anticipate becoming a strong community service partner within the city.

### **Proposed Financial Subsidy**

It is the desire of Superior Ambulance to develop a self sufficient EMS system that meets the needs of the community while attempting to reduce the direct subsidy amount the City pays. Over the past 9 years of operations in Las Vegas, Superior Ambulance maintained the operations with no increase in

the subsidy originally agreed upon during the initial contract period. During this period Superior met all the contract specifications, and consistently met the response time criteria from the original agreements. Our commitment has increased the accountability and reliability of ambulance services to the City of Las Vegas, and the entire community we currently serve.

- Based on our operational and fiscal due diligence, and in order to adequately supply Emergency Ambulance Services to the citizens of Las Vegas; Superior respectfully requests that the City continue to partially subsidize the ambulance service operation. Superior will ensure to the City that the subsidy will assist in offsetting operational and collection losses.
- Superior respectfully requests that the subsidy be in the amount of \$200,000 per year for the term of the contract period, payable in twelve (12) monthly payments per year.
- Superior Ambulance further offers the City that if the projected collectables exceeds the projected collection rate of 56%, in a manner that will increase revenue to Superior where a subsidy may not be necessary; Superior is willing to renegotiate the subsidy amount upon each annual contract renewal period, provided that our net profit does not fall below 8% per year; in order for Superior to be fiscally responsible in its ability to provide emergency services.

### **Anticipated Budget**

- Superior Ambulance offers the attached projected budget for operations, which identifies all projected expenditures for the four (4) years of the upcoming contract period. Based on our experience, it is foreseen that the operational costs, including salaries, is proportionate to an operation which is urban and rural, similar to the City of Las Vegas operations.

## **In-Kind**

- Superior Ambulance proposes to offer In-Kind Services to the City in the manner of; at minimum, two (2) CE approved annual training sessions for city EMT/Firefighters, paid or volunteer, in addition to any additional CE programs offered to Superior's employees within the City of Las Vegas. Local emergency ambulance transportation services to on-duty city employees at no cost to the City; Emergency ambulance transportation services to on-duty City Public Safety employees to the nearest appropriate facility; and Local emergency ambulance transportation services to city jail inmates.

With respect to you and the community of the City of Las Vegas, I again sincerely thank you for the opportunity to propose an offer to continue to provide emergency ambulance services to the community.

Respectfully,



Chris L. Archuleta, CEO / Executive Director

2017 RFP Budget Forecast - Quarterly

Superior Ambulance of Las Vegas NM

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
<b>Receipts</b>									
Sales	182,800	182,800	182,800	548,400	548,400	1,096,800	548,400	548,400	2,193,600
Uncollectable Sales	76,776	76,776	76,776	230,328	230,328	460,656	230,328	230,328	921,312
Reimbursed Fees	0	0	0	0	0	0	0	0	0
City Subsidy	16,667	16,667	16,667	50,001	50,001	100,002	50,001	50,001	200,004
County Subsidy	0	0	0	0	0	0	0	0	0
<b>Total Receipts</b>	<b>122,691</b>	<b>122,691</b>	<b>122,691</b>	<b>368,073</b>	<b>368,073</b>	<b>736,146</b>	<b>368,073</b>	<b>368,073</b>	<b>1,472,292</b>
<b>Payments</b>									
Advertising	50	50	50	150	150	300	150	150	600
Accounting Fees	680	680	680	2,040	2,040	4,080	2,040	2,040	8,160
Amortization Expense	0	0	0	0	0	0	0	0	0
Bank Fees	213	213	213	639	639	1,278	639	639	2,556
Telephone	288	288	288	864	864	1,728	864	864	3,456
Mobile Communications	345	345	345	1,035	1,035	2,070	1,035	1,035	4,140
Computer Software	766	766	766	2,298	2,298	4,596	2,298	2,298	9,192
Contributions	0	0	0	0	0	0	0	0	0
Depreciation Expense	0	0	0	0	0	0	0	0	0
Dues & Subscriptions	0	0	0	0	0	0	0	0	0
Equipment Lease	2,135	2,135	2,135	6,405	6,405	12,810	6,405	6,405	25,620
Building Repairs	550	550	550	1,650	1,650	3,300	1,650	1,650	6,600
Business Insurance	450	450	450	1,350	1,350	2,700	1,350	1,350	5,400
Health Insurance	4,127	4,127	4,127	12,381	12,381	24,762	12,381	12,381	49,524
Workers Comp. Insurance	2,215	2,215	2,215	6,645	6,645	13,290	6,645	6,645	26,580
Employee Benefits	1,878	1,878	1,878	5,634	5,634	11,268	5,634	5,634	22,536
Interest Expense	475	475	475	1,425	1,425	2,850	1,425	1,425	5,700
Licenses & Permits	145	145	145	435	435	870	435	435	1,740
Miscellaneous	0	0	0	0	0	0	0	0	0
Office Expense	0	0	0	0	0	0	0	0	0
Office Supplies	75	75	75	225	225	450	225	225	900
Postage	285	285	285	855	855	1,710	855	855	3,420
Rent	2,750	2,750	2,750	8,250	8,250	16,500	8,250	8,250	33,000
Salaries - Employees	58,125	58,125	87,188	203,438	174,375	377,813	203,438	174,375	755,625
Salaries - Officers	0	0	0	0	0	0	0	0	0
Supplies - Medical	1,155	1,155	1,155	3,465	3,465	6,930	3,465	3,465	13,860
Supplies - Operational	250	250	250	750	750	1,500	750	750	3,000
Supplies - Pharmacy	650	650	650	1,950	1,950	3,900	1,950	1,950	7,800
Taxes - Federal	300	300	300	900	900	1,800	900	900	3,600
Taxes - Payroll	13,369	13,369	7,847	34,584	40,106	74,691	34,584	40,106	149,381
Taxes - State	1,126	1,126	1,126	3,378	3,378	6,756	3,378	3,378	13,512
Taxes - Property	0	0	0	0	0	0	0	0	0
Taxes - Sales	10,306	10,306	10,306	30,918	30,918	61,836	30,918	30,918	123,673
Training Expenses	0	0	0	0	0	0	0	0	0
Travel & Entertainment	0	0	0	0	0	0	0	0	0
Uniforms & Laundry	100	100	100	300	300	600	300	300	1,200
Utilities	370	370	370	1,110	1,110	2,220	1,110	1,110	4,440

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Vehicle Expense - Fuel	4,435	4,435	4,435	13,305	13,305	26,610	13,305	13,305	53,220
Vehicle Expense - Repairs	1,715	1,715	1,715	5,145	5,145	10,290	5,145	5,145	20,580
Vehicle Expense - Maintenance	1,025	1,025	1,025	3,075	3,075	6,150	3,075	3,075	12,300
Vehicle Expense - Tires	575	575	575	1,725	1,725	3,450	1,725	1,725	6,900
Vehicle Expense - Towing	0	0	0	0	0	0	0	0	0
Vehicle Lease Payments	3,165	3,165	3,165	9,495	9,495	18,990	9,495	9,495	37,980
Archuletta LOC	0	0	0	0	0	0	0	0	0
Bank Loan Repayments	0	0	0	0	0	0	0	0	0
Contract Services	750	750	750	2,250	2,250	4,500	2,250	2,250	9,000
Billing Services - Contract	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Capital Purchases	0	0	0	0	0	0	0	0	0
Asset Loan Payment	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0
<b>Total Payments</b>	<b>116,343</b>	<b>116,343</b>	<b>139,883</b>	<b>372,569</b>	<b>349,028</b>	<b>721,597</b>	<b>372,569</b>	<b>349,028</b>	<b>1,443,195</b>
<b>Cashflow Surplus/Deficit (-)</b>	<b>6,348</b>	<b>6,348</b>	<b>(17,192)</b>	<b>(4,496)</b>	<b>19,045</b>	<b>14,549</b>	<b>(4,496)</b>	<b>19,045</b>	<b>29,097</b>
<b>Opening Cash Balance</b>	<b>0</b>	<b>6,348</b>	<b>12,696</b>	<b>(4,496)</b>	<b>(4,496)</b>	<b>(8,992)</b>	<b>(4,496)</b>	<b>(4,496)</b>	
<b>Closing Cash Balance</b>	<b>6,348</b>	<b>12,696</b>	<b>(4,496)</b>	<b>(8,992)</b>	<b>14,549</b>	<b>5,557</b>	<b>(8,992)</b>	<b>14,549</b>	

Month:	1				2				3				1st Qtr				2nd Qtr				Mid Year				3rd Qtr				4th Qtr				Totals
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
<b>Receipts</b>																																	
Sales	182,800	182,800	182,800		182,800	182,800	182,800		182,800	182,800	182,800		548,400	548,400	548,400		548,400	548,400	548,400		1,096,800	1,096,800	1,096,800		548,400	548,400	548,400		548,400	548,400	548,400		2,193,600
Uncollectable Sales	76,776	76,776	76,776		76,776	76,776	76,776		76,776	76,776	76,776		230,328	230,328	230,328		230,328	230,328	230,328		460,656	460,656	460,656		230,328	230,328	230,328		230,328	230,328	230,328		921,312
Reimbursed Fees	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
City Subsidy	16,667	16,667	16,667		16,667	16,667	16,667		16,667	16,667	16,667		50,001	50,001	50,001		50,001	50,001	50,001		100,002	100,002	100,002		50,001	50,001	50,001		50,001	50,001	50,001		200,004
County Subsidy	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
<b>Total Receipts</b>	<b>122,691</b>	<b>122,691</b>	<b>122,691</b>		<b>122,691</b>	<b>122,691</b>	<b>122,691</b>		<b>122,691</b>	<b>122,691</b>	<b>122,691</b>		<b>368,073</b>	<b>368,073</b>	<b>368,073</b>		<b>368,073</b>	<b>368,073</b>	<b>368,073</b>		<b>736,146</b>	<b>736,146</b>	<b>736,146</b>		<b>368,073</b>	<b>368,073</b>	<b>368,073</b>		<b>368,073</b>	<b>368,073</b>	<b>368,073</b>		<b>1,472,292</b>
<b>Payments</b>																																	
Advertising	50	50	50		50	50	50		50	50	50		150	150	150		150	150	150		300	300	300		150	150	150		150	150	150		600
Accounting Fees	680	680	680		680	680	680		680	680	680		2,040	2,040	2,040		2,040	2,040	2,040		4,080	4,080	4,080		2,040	2,040	2,040		2,040	2,040	2,040		8,160
Amortization Expense	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Bank Fees	213	213	213		213	213	213		213	213	213		639	639	639		639	639	639		1,278	1,278	1,278		639	639	639		639	639	639		2,556
Telephone	288	288	288		288	288	288		288	288	288		864	864	864		864	864	864		1,728	1,728	1,728		864	864	864		864	864	864		3,456
Mobile Communications	345	345	345		345	345	345		345	345	345		1,035	1,035	1,035		1,035	1,035	1,035		2,070	2,070	2,070		1,035	1,035	1,035		1,035	1,035	1,035		4,140
Computer Software	766	766	766		766	766	766		766	766	766		2,298	2,298	2,298		2,298	2,298	2,298		4,596	4,596	4,596		2,298	2,298	2,298		2,298	2,298	2,298		9,192
Contributions	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Depreciation Expense	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Dues & Subscriptions	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Equipment Lease	2,135	2,135	2,135		2,135	2,135	2,135		2,135	2,135	2,135		6,405	6,405	6,405		6,405	6,405	6,405		12,810	12,810	12,810		6,405	6,405	6,405		6,405	6,405	6,405		25,620
Equipment Repairs	550	550	550		550	550	550		550	550	550		1,650	1,650	1,650		1,650	1,650	1,650		3,300	3,300	3,300		1,650	1,650	1,650		1,650	1,650	1,650		6,600
Building Repairs	450	450	450		450	450	450		450	450	450		1,350	1,350	1,350		1,350	1,350	1,350		2,700	2,700	2,700		1,350	1,350	1,350		1,350	1,350	1,350		5,400
Business Insurance	4,625	4,625	4,625		4,625	4,625	4,625		4,625	4,625	4,625		13,875	13,875	13,875		13,875	13,875	13,875		27,750	27,750	27,750		13,875	13,875	13,875		13,875	13,875	13,875		55,500
Health Insurance	2,875	2,875	2,875		2,875	2,875	2,875		2,875	2,875	2,875		8,625	8,625	8,625		8,625	8,625	8,625		17,250	17,250	17,250		8,625	8,625	8,625		8,625	8,625	8,625		34,500
Workers Comp. Insurance	1,878	1,878	1,878		1,878	1,878	1,878		1,878	1,878	1,878		5,634	5,634	5,634		5,634	5,634	5,634		11,268	11,268	11,268		5,634	5,634	5,634		5,634	5,634	5,634		22,536
Employee Benefits	475	475	475		475	475	475		475	475	475		1,425	1,425	1,425		1,425	1,425	1,425		2,850	2,850	2,850		1,425	1,425	1,425		1,425	1,425	1,425		5,700
Interest Expense	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Licenses & Permits	145	145	145		145	145	145		145	145	145		435	435	435		435	435	435		870	870	870		435	435	435		435	435	435		1,740
Miscellaneous	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Office Expense	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Office Supplies	75	75	75		75	75	75		75	75	75		225	225	225		225	225	225		450	450	450		225	225	225		225	225	225		900
Postage	285	285	285		285	285	285		285	285	285		855	855	855		855	855	855		1,710	1,710	1,710		855	855	855		855	855	855		3,420
Rent	2,750	2,750	2,750		2,750	2,750	2,750		2,750	2,750	2,750		8,250	8,250	8,250		8,250	8,250	8,250		16,500	16,500	16,500		8,250	8,250	8,250		8,250	8,250	8,250		33,000
Salaries - Employees	58,125	58,125	58,125		58,125	58,125	58,125		58,125	58,125	58,125		203,438	203,438	203,438		174,375	174,375	174,375		377,813	377,813	377,813		203,438	203,438	203,438		174,375	174,375	174,375		755,625
Salaries - Officers	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Supplies - Medical	1,155	1,155	1,155		1,155	1,155	1,155		1,155	1,155	1,155		3,465	3,465	3,465		3,465	3,465	3,465		6,930	6,930	6,930		3,465	3,465	3,465		3,465	3,465	3,465		13,860
Supplies - Operational	250	250	250		250	250	250		250	250	250		750	750	750		750	750	750		1,500	1,500	1,500		750	750	750		750	750	750		3,000
Supplies - Pharmacy	650	650	650		650	650	650		650	650	650		1,950	1,950	1,950		1,950	1,950	1,950		3,900	3,900	3,900		1,950	1,950	1,950		1,950	1,950	1,950		7,800
Taxes - Federal	300	300	300		300	300	300		300	300	300		900	900	900		900	900	900		1,800	1,800	1,800		900	900	900		900	900	900		3,600
Taxes - Payroll	13,369	13,369	13,369		13,369	13,369	13,369		13,369	13,369	13,369		34,584	34,584	34,584		40,106	40,106	40,106		74,691	74,691	74,691		34,584	34,584	34,584		40,106	40,106	40,106		149,381
Taxes - State	1,126	1,126	1,126		1,126	1,126	1,126		1,126	1,126	1,126		3,378	3,378	3,378		3,378	3,378	3,378		6,756	6,756	6,756		3,378	3,378	3,378		3,378	3,378	3,378		13,512
Taxes - Property	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Taxes - Sales	10,306	10,306	10,306		10,306	10,306	10,306		10,306	10,306	10,306		30,918	30,918	30,918		30,918	30,918	30,918		61,836	61,836	61,836		30,918	30,918	30,918		30,918	30,918	30,918		123,673
Training Expenses	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Travel & Entertainment	0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0	0	0		0
Uniforms & Laundry	100	100	100		100	100	100		100	100	100		300	300	300		300	300	300		600	600	600		300	300	300		300	300	300		1,200
Utilities	370	370	370		370	370	370		370	370																							



Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Vehicle Expense - Fuel	4,435	4,435	4,435	13,305	13,305	26,610	13,305	13,305	53,220
Vehicle Expense - Repairs	1,715	1,715	1,715	5,145	5,145	10,290	5,145	5,145	20,580
Vehicle Expense - Maintenance	1,025	1,025	1,025	3,075	3,075	6,150	3,075	3,075	12,300
Vehicle Expense - Tires	575	575	575	1,725	1,725	3,450	1,725	1,725	6,900
Vehicle Expense - Towing	0	0	0	0	0	0	0	0	0
Vehicle Lease Payments	3,165	3,165	3,165	9,495	9,495	18,990	9,495	9,495	37,980
Archuleta LOC	0	0	0	0	0	0	0	0	0
Bank Loan Repayments	0	0	0	0	0	0	0	0	0
Contract Services	750	750	750	2,250	2,250	4,500	2,250	2,250	9,000
Billing Services - Contract	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Capital Purchases	0	0	0	0	0	0	0	0	0
Asset Loan Payment	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0
<b>Total Payments</b>	<b>117,501</b>	<b>117,501</b>	<b>141,041</b>	<b>376,043</b>	<b>352,502</b>	<b>728,545</b>	<b>376,043</b>	<b>352,502</b>	<b>1,457,091</b>
<b>Cashflow Surplus/Deficit (-)</b>	<b>5,190</b>	<b>5,190</b>	<b>(18,350)</b>	<b>(7,970)</b>	<b>15,571</b>	<b>7,601</b>	<b>(7,970)</b>	<b>15,571</b>	<b>15,201</b>
<b>Opening Cash Balance</b>	<b>0</b>	<b>5,190</b>	<b>10,380</b>	<b>(7,970)</b>	<b>(7,970)</b>	<b>(15,940)</b>	<b>(7,970)</b>	<b>(7,970)</b>	
<b>Closing Cash Balance</b>	<b>5,190</b>	<b>10,380</b>	<b>(7,970)</b>	<b>(15,940)</b>	<b>7,601</b>	<b>(8,339)</b>	<b>(15,940)</b>	<b>7,601</b>	

2019 RFP Budget Forecast - Quarterly

Superior Ambulance of Las Vegas NM

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
<b>Receipts</b>									
Sales	192,750	192,750	192,750	578,250	578,250	1,156,500	578,250	578,250	2,313,000
Uncollectable Sales	80,955	80,955	80,955	242,865	242,865	485,730	242,865	242,865	971,460
Reimbursed Fees		0	0	0	0	0	0	0	0
City Subsidy	16,667	16,667	16,667	50,001	50,001	100,002	50,001	50,001	200,004
County Subsidy		0	0	0	0	0	0	0	0
<b>Total Receipts</b>	<b>128,462</b>	<b>128,462</b>	<b>128,462</b>	<b>385,386</b>	<b>385,386</b>	<b>770,772</b>	<b>385,386</b>	<b>385,386</b>	<b>1,541,544</b>
<b>Payments</b>									
Advertising	50	50	50	150	150	300	150	150	600
Accounting Fees	720	720	720	2,160	2,160	4,320	2,160	2,160	8,640
Amortization Expense		0	0	0	0	0	0	0	0
Bank Fees	213	213	213	639	639	1,278	639	639	2,556
Telephone	315	315	315	945	945	1,890	945	945	3,780
Mobile Communications	375	375	375	1,125	1,125	2,250	1,125	1,125	4,500
Computer Software	425	425	425	1,275	1,275	2,550	1,275	1,275	5,100
Contributions		0	0	0	0	0	0	0	0
Depreciation Expense		0	0	0	0	0	0	0	0
Dues & Subscriptions		0	0	0	0	0	0	0	0
Equipment Lease	2,135	2,135	2,135	6,405	6,405	12,810	6,405	6,405	25,620
Equipment Repairs	550	550	550	1,650	1,650	3,300	1,650	1,650	6,600
Building Repairs	450	450	450	1,350	1,350	2,700	1,350	1,350	5,400
Business Insurance	4,850	4,850	4,850	14,550	14,550	29,100	14,550	14,550	58,200
Health Insurance	3,250	3,250	3,250	9,750	9,750	19,500	9,750	9,750	39,000
Workers Comp. Insurance	2,165	2,165	2,165	6,495	6,495	12,990	6,495	6,495	25,980
Employee Benefits	525	525	525	1,575	1,575	3,150	1,575	1,575	6,300
Interest Expense		0	0	0	0	0	0	0	0
Licenses & Permits	145	145	145	435	435	870	435	435	1,740
Miscellaneous		0	0	0	0	0	0	0	0
Office Expense	0	0	0	0	0	0	0	0	0
Office Supplies	75	75	75	225	225	450	225	225	900
Postage	310	310	310	930	930	1,860	930	930	3,720
Rent	2,750	2,750	2,750	8,250	8,250	16,500	8,250	8,250	33,000
Salaries - Employees	60,750	60,750	91,125	212,625	182,250	394,875	212,625	182,250	789,750
Salaries - Officers	0	0	0	0	0	0	0	0	0
Supplies - Medical	1,875	1,875	1,875	5,625	5,625	11,250	5,625	5,625	22,500
Supplies - Operational	250	250	250	750	750	1,500	750	750	3,000
Supplies - Pharmacy	875	875	875	2,625	2,625	5,250	2,625	2,625	10,500
Taxes - Federal	300	300	300	900	900	1,800	900	900	3,600
Taxes - Payroll	13,973	13,973	8,201	36,146	41,918	78,064	36,146	41,918	156,128
Taxes - State	1,126	1,126	1,126	3,378	3,378	6,756	3,378	3,378	13,512
Taxes - Property		0	0	0	0	0	0	0	0
Taxes - Sales	10,791	10,791	10,791	32,372	32,372	64,745	32,372	32,372	129,490
Training Expenses		0	0	0	0	0	0	0	0
Travel & Entertainment		0	0	0	0	0	0	0	0
Uniforms & Laundry	100	100	100	300	300	600	300	300	1,200
Utilities	450	450	450	1,350	1,350	2,700	1,350	1,350	5,400

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
Vehicle Expense - Fuel	5,145	5,145	5,145	15,435	15,435	30,870	15,435	15,435	61,740
Vehicle Expense - Repairs	1,715	1,715	1,715	5,145	5,145	10,290	5,145	5,145	20,580
Vehicle Expense - Maintenance	1,025	1,025	1,025	3,075	3,075	6,150	3,075	3,075	12,300
Vehicle Expense - Tires	610	610	610	1,830	1,830	3,660	1,830	1,830	7,320
Vehicle Expense - Towing	0	0	0	0	0	0	0	0	0
Vehicle Lease Payments	3,165	3,165	3,165	9,495	9,495	18,990	9,495	9,495	37,980
Archuleta LOC	0	0	0	0	0	0	0	0	0
Bank Loan Repayments	0	0	0	0	0	0	0	0	0
Contract Services	750	750	750	2,250	2,250	4,500	2,250	2,250	9,000
Billing Services - Contract	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Capital Purchases	0	0	0	0	0	0	0	0	0
Asset Loan Payment	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0
<b>Total Payments</b>	<b>123,702</b>	<b>123,702</b>	<b>148,306</b>	<b>395,711</b>	<b>371,107</b>	<b>766,818</b>	<b>395,711</b>	<b>371,107</b>	<b>1,533,635</b>
<b>Cashflow Surplus/Deficit (-)</b>	<b>4,760</b>	<b>4,760</b>	<b>(19,844)</b>	<b>(10,325)</b>	<b>14,279</b>	<b>3,954</b>	<b>(10,325)</b>	<b>14,279</b>	<b>7,909</b>
<b>Opening Cash Balance</b>	<b>0</b>	<b>4,760</b>	<b>9,519</b>	<b>(10,325)</b>	<b>(10,325)</b>	<b>(20,649)</b>	<b>(10,325)</b>	<b>(10,325)</b>	
<b>Closing Cash Balance</b>	<b>4,760</b>	<b>9,519</b>	<b>(10,325)</b>	<b>(20,649)</b>	<b>3,954</b>	<b>(16,695)</b>	<b>(20,649)</b>	<b>3,954</b>	

2020 RFP Budget Forecast - Quarterly

Superior Ambulance of Las Vegas, NM

Month:	1	2	3	1st Qtr	2nd Qtr	Mid Year	3rd Qtr	4th Qtr	Totals
<b>Receipts</b>									
Sales	196,750	196,750	196,750	590,250	590,250	1,180,500	590,250	590,250	2,361,000
Uncollectable Sales	82,695	82,695	82,695	247,905	247,905	495,810	247,905	247,905	991,620
Reimbursed Fees	0	0	0	0	0	0	0	0	0
City Subsidy	16,667	16,667	16,667	50,001	50,001	100,002	50,001	50,001	200,004
County Subsidy	0	0	0	0	0	0	0	0	0
<b>Total Receipts</b>	<b>130,782</b>	<b>130,782</b>	<b>130,782</b>	<b>392,346</b>	<b>392,346</b>	<b>784,692</b>	<b>392,346</b>	<b>392,346</b>	<b>1,569,384</b>
<b>Payments</b>									
Advertising	50	50	50	150	150	300	150	150	600
Accounting Fees	720	720	720	2,160	2,160	4,320	2,160	2,160	8,640
Amortization Expense	0	0	0	0	0	0	0	0	0
Bank Fees	213	213	213	639	639	1,278	639	639	2,556
Telephone	315	315	315	945	945	1,890	945	945	3,780
Mobile Communications	375	375	375	1,125	1,125	2,250	1,125	1,125	4,500
Computer Software	425	425	425	1,275	1,275	2,550	1,275	1,275	5,100
Contributions	0	0	0	0	0	0	0	0	0
Depreciation Expense	0	0	0	0	0	0	0	0	0
Dues & Subscriptions	0	0	0	0	0	0	0	0	0
Equipment Lease	2,135	2,135	2,135	6,405	6,405	12,810	6,405	6,405	25,620
Equipment Repairs	550	550	550	1,650	1,650	3,300	1,650	1,650	6,600
Building Repairs	450	450	450	1,350	1,350	2,700	1,350	1,350	5,400
Business Insurance	5,110	5,110	5,110	15,330	15,330	30,660	15,330	15,330	61,320
Health Insurance	3,250	3,250	3,250	9,750	9,750	19,500	9,750	9,750	39,000
Workers Comp. Insurance	2,345	2,345	2,345	7,035	7,035	14,070	7,035	7,035	28,140
Employee Benefits	525	525	525	1,575	1,575	3,150	1,575	1,575	6,300
Interest Expense	0	0	0	0	0	0	0	0	0
Licenses & Permits	145	145	145	435	435	870	435	435	1,740
Miscellaneous	0	0	0	0	0	0	0	0	0
Office Expense	0	0	0	0	0	0	0	0	0
Office Supplies	75	75	75	225	225	450	225	225	900
Postage	310	310	310	930	930	1,860	930	930	3,720
Rent	2,750	2,750	2,750	8,250	8,250	16,500	8,250	8,250	33,000
Salaries - Employees	62,380	62,380	93,570	218,330	187,140	405,470	218,330	187,140	810,940
Salaries - Officers	0	0	0	0	0	0	0	0	0
Supplies - Medical	1,875	1,875	1,875	5,625	5,625	11,250	5,625	5,625	22,500
Supplies - Operational	250	250	250	750	750	1,500	750	750	3,000
Supplies - Pharmacy	875	875	875	2,625	2,625	5,250	2,625	2,625	10,500
Taxes - Federal	300	300	300	900	900	1,800	900	900	3,600
Taxes - Payroll	14,347	14,347	8,421	37,116	43,042	80,158	37,116	43,042	160,317
Taxes - State	1,126	1,126	1,126	3,378	3,378	6,756	3,378	3,378	13,512
Taxes - Property	0	0	0	0	0	0	0	0	0
Taxes - Sales	10,986	10,986	10,986	32,957	32,957	65,914	32,957	32,957	131,828
Training Expenses	0	0	0	0	0	0	0	0	0
Travel & Entertainment	0	0	0	0	0	0	0	0	0
Uniforms & Laundry	100	100	100	300	300	600	300	300	1,200
Utilities	450	450	450	1,350	1,350	2,700	1,350	1,350	5,400

Month:	1	2	3	1st Qtr	2nd Qtr	Mild Year	3rd Qtr	4th Qtr	Totals
Vehicle Expense - Fuel	5,145	5,145	5,145	15,435	15,435	30,870	15,435	15,435	61,740
Vehicle Expense - Repairs	1,715	1,715	1,715	5,145	5,145	10,290	5,145	5,145	20,580
Vehicle Expense - Maintenance	1,025	1,025	1,025	3,075	3,075	6,150	3,075	3,075	12,300
Vehicle Expense - Tires	610	610	610	1,830	1,830	3,660	1,830	1,830	7,320
Vehicle Expense - Towing	0	0	0	0	0	0	0	0	0
Vehicle Lease Payments	3,165	3,165	3,165	9,495	9,495	18,990	9,495	9,495	37,980
Archuleta LOC	0	0	0	0	0	0	0	0	0
Bank Loan Repayments	0	0	0	0	0	0	0	0	0
Contract Services	750	750	750	2,250	2,250	4,500	2,250	2,250	9,000
Billing Services - Contract	1,500	1,500	1,500	4,500	4,500	9,000	4,500	4,500	18,000
Capital Purchases	0	0	0	0	0	0	0	0	0
Asset Loan Payment	0	0	0	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0
<b>Total Payments</b>	<b>126,342</b>	<b>126,342</b>	<b>151,606</b>	<b>404,290</b>	<b>379,026</b>	<b>783,316</b>	<b>404,290</b>	<b>379,026</b>	<b>1,566,633</b>
<b>Cashflow Surplus/Deficit (-)</b>	<b>4,440</b>	<b>4,440</b>	<b>(20,824)</b>	<b>(11,944)</b>	<b>13,320</b>	<b>1,376</b>	<b>(11,944)</b>	<b>13,320</b>	<b>2,751</b>
<b>Opening Cash Balance</b>	<b>0</b>	<b>4,440</b>	<b>8,880</b>	<b>(11,944)</b>	<b>(11,944)</b>	<b>(23,888)</b>	<b>(11,944)</b>	<b>(11,944)</b>	
<b>Closing Cash Balance</b>	<b>4,440</b>	<b>8,880</b>	<b>(11,944)</b>	<b>(23,888)</b>	<b>1,376</b>	<b>(22,513)</b>	<b>(23,888)</b>	<b>1,376</b>	