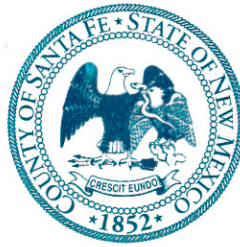


Danny Mayfield  
Commissioner, District 1

Virginia Vigil  
Commissioner, District 2

Robert Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

**DATE:** August 14, 2012

**TO:** Board of County Commissioners

**FROM:** Jose E. Larrañaga, Commercial Development Case Manager

**VIA:** Vicki Lucero, Building and Development Services Manager  
Penny Ellis-Green, Interim Land Use Administrator

JEF  
VJ  
PEG

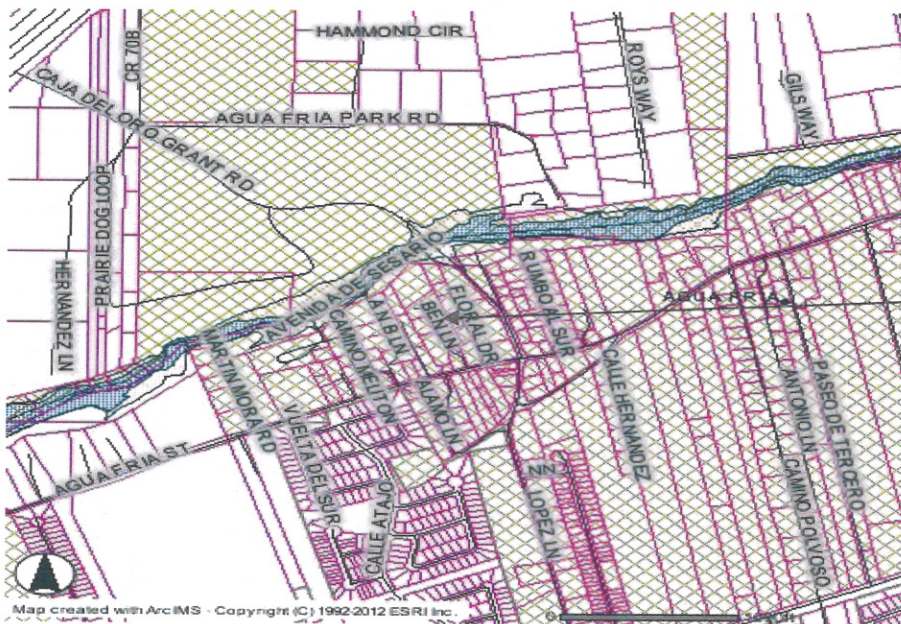
**FILE REF.:** CDRC CASE # V 12-5200 Robert and Bernadette Anaya Variance

**ISSUE:**

Robert and Bernadette Anaya, Applicant's, Talia Kosh (The Bennett Firm), Agent, request a variance of Ordinance No. 2007-2 (Village of Agua Fria Zoning District), § 10.5 (Village of Agua Fria Zoning District Use Table), to allow a Towing Business on 0.70 acres.

The property is located at 2253 Ben Lane, within the Traditional Community of Agua Fria, within Section 31, Township 17 North, Range 9 East, (Commission District 2).

**Vicinity Map:**



Site Location

## SUMMARY:

On June 21, 2012, the County Development Review Committee (CDRC) met and acted on this case. The decision of the CDRC was to recommend denial of the Applicants request for a variance.

The Applicants request a variance to allow a towing business as a Special Use under Ordinance No. 2007-2, § 10.5, Village of Agua Fria Zoning District Use Table. A Special Use is an allowed use which is subject to Master Plan and Development Plan approval by the Board of County Commissioners. The use as a towing company falls under the category of "Vehicle service not listed" which is not allowed as a use as outlined in the commercial use category within the Traditional Community Zoning District.

The Applicant's state: "the towing business has been in operation since 1989 at the current location and the property has been in the family for generations. The ability to operate the business with eight towing vehicles on the site provides a community service in response time to emergencies".

The Applicant's were issued a notice of violation of Ordinance No. 1992-3 (Business Registration and Licensing Ordinance), on February 9, 2012, for operating a business without a County Business Registration. It was determined by staff that this type of business activity was not allowed within the Agua Fria Traditional Community under Ordinance No. 2007-2.

On July 12, 1989, the Applicant made application to allow a small scale commercial vehicle impound yard on this site as a Special Exemption of the Extraterritorial Zoning Ordinance. On August 28, 1989 the Extraterritorial Zoning Authority denied the Applicants request and ordered the Applicant to discontinue all commercial activity on the site (Exhibit 8).

Article II, § 3 (Variances) of the County Code states: "Where in the case of proposed development, it can be shown that strict compliance with the requirements of the code would result in extraordinary hardship to the applicant because of unusual topography or other such non-self-inflicted condition or that these conditions would result in inhibiting the achievement of the purposes of the Code, the applicant may submit a written request for a variance." This Section goes on to state "In no event shall a variance, modification or waiver be recommended by a Development Review Committee, nor granted by the Board if by doing so the purpose of the Code would be nullified." **The variance criterion does not consider financial or medical reasons as extraordinary hardships.**

Article II, § 3.2 (Variation or Modification) states: "In no case shall any variation or modification be more than a minimum easing of the requirements".

**This Application was submitted on May 11, 2012.**

**Growth Management staff thoroughly reviewed the Application for compliance with pertinent Code requirements and found the Application is not in compliance with County criteria for this type of development. Staff has conceptually reviewed the site for zoning**

requirements as a Special Use and has determined that further variances may be required for this site to meet Master Plan/Development Plan criteria.

**APPROVAL SOUGHT:** Approval of a variance of Ordinance No. 2007-2, Village of Agua Fria Zoning District, § 10.5, Village of Agua Fria Zoning District Use Table.

**GROWTH MANAGEMENT AREA:** El Centro, Agua Fria Traditional Community SDA-2.

**VARIANCE:** Yes

<b>AGENCY REVIEW:</b>	<u>Agency</u>	<u>Recommendation</u>
	Fire	Denial
	The driveway entrance does not meet the 20 foot minimum width, access does not meet the required 28 foot radius, a 50 foot radius cul-da-sac or a Hammer Head shall be required. A fire hydrant is within 1,000 feet as required for residential structures.	

**STAFF RECOMMENDATION:** Denial of a variance from Ordinance No. 2007-2, Village of Agua Fria Zoning District, § 10.5 Village of Agua Fria Zoning District Use Table, to allow a Towing Business as a Special Use under the Zoning Use Table.

**EXHIBITS:**

1. Letter of request and Exhibits submitted by Applicant
2. Ordinance No. 2007-2, § 10.5
3. Article II, § 3 (Variances)
4. 2008 Aerial of Site
5. Photos of Site
6. Fire Prevention Review Letter
7. Letters of Concern
8. EZA Decision
9. CDRC Minutes



May 11, 2012

**Re: LETTER OF REQUEST for Variances for Robert and Bernadette Anaya, 2253 Ben Lane, Santa Fe, New Mexico 87507**

To Whom It May Concern:

Robert and Bernadette Anaya, owners and residents of 2253 Ben Lane, Santa Fe, New Mexico 87507, hereby submit this letter of request as a part of their application for variance, with regard to the above-referenced property.

This letter will serve two purposes: (1) to demonstrate that the Anayas' current use of the property is a conditional or special use permitted by the Agua Fria Ordinance that would not require a variance and (2) in the alternative, if it is determined that the Anayas' current use of their property does not fall within one of the conditional or special uses of the Agua Fria Ordinance, that the Development Review Committee and the Board grant the Anaya family a variance, modification or waiver of the requirements of the Code and the Agua Fria Ordinance, in order to allow the Anayas to park their 8 tow vehicles at the back of their property.

Without a granting of this variance, the inability of the Anayas to park their tow vehicles at the back of their property will result in an arbitrary and unreasonable taking of property and will exact a hardship upon the Anayas.

Further, this letter of request will serve to demonstrate that the current use of the Anayas' property has not resulted and will not result in any conditions that are injurious to health or safety. *See* Article II, Section 3.1, Land Development Code.

Statement of Facts:

The Anayas have been longstanding residents and small business owners at 2253 Ben Lane, Santa Fe, New Mexico. Mrs. Anaya's family has owned the property in question for generations, and a majority of surrounding properties are, in fact, owned by the Anaya's family or extended family members who have witnessed the Anayas dutifully operate their tow truck business-which consists, in part, of parking their towing vehicles at the back of their property for decades, since 1989. Since 1989, the Anayas have had up to 8 tow vehicles park periodically, throughout the day, at the back of their property. These tow vehicles are parked there between dispatch calls until they are needed for the special purpose each is capable of accomplishing. *See* List of tow vehicles and employees, attached as **Exhibit H**.

The Anayas have a business license with the City of Santa Fe, under "Anayas' Roadrunner Wrecker Service, Inc.," but did not understand, until this year, that they were in violation of Santa Fe County zoning ordinances for parking multiple tow vehicles at the back of their property. *See* City of Santa Fe Business License, Warrant for Transportation Services, Certificate of Liability Insurance, Certificate of Good Standing, attached as **Exhibit A**.

A discussion of the history of the Anayas' Towing business ("ARWS") is relevant to this letter of request. The Anayas' family towing business has created many relationships with emergency



NBI-4



responders over the years and stand ready to respond at any hour of the day or night to such community emergencies, including calls from New Mexico State Police Department, the Santa Fe Police Department, the Bureau of Indian Affairs, the NM Department of Transportation, Tesuque Tribal and other governmental organizations. *See* List of References for Anaya's Towing Services provided to governmental facilities, attached as **Exhibit B**. *See also* Professional Services Agreement between Anaya's Roadrunner Wrecker and Towing Services for Santa Fe County DWI Seizure Lot, attached as **Exhibit C**; *See also*, Letter from Department of Public Safety, confirming tow log with New Mexico State Police, attached as **Exhibit D**.

It is necessary that the Anayas be permitted to continue to park up to 8 tow vehicles on their property, as they have done since 1989, in order to be able to respond to any emergency call in a timely fashion. Should the Anayas store their tow trucks off site, the time it takes to travel to retrieve these towing vehicles could mean the difference between whether or not a life is saved or important government property is preserved. Often, emergency responders, such as the fire department and various law enforcement agencies, cannot get to victims or those in exigent and dire circumstance without the assistance of a tow truck company with the versatile capability offered by the Anayas.

The ability of a towing service, which has written and verbal agreements with several governmental agencies as do the Anayas, to respond quickly to emergencies (within 30 minutes), *is a public interest concern*. Over the last several decades, there have been hundreds of calls placed by various city agencies and emergency responders requesting emergency assistance from the Anaya family for their towing capacity.

In fact, the Anaya's have a very unique towing capacity that only a few other tow truck companies in the entire State of New Mexico possess. In all of Northern New Mexico, only the Anayas have the unique capacity to tow and/or recover very heavy loads, which means they are the first towing company called by several government agencies, to respond to unique emergency situations. The quick access to their vehicles at the back of the Anaya's home makes their vehicles available for emergency calls at any time of day or night. Should the Anaya's store their vehicles away from their home, this would effectively destroy their ability to respond to such emergency situation and make it impossible for them to carry out their contracts and agreements with these governmental agencies. This would injure and effectively destroy the Anaya's towing business.

Further, to find a site to lease and park most of these 8 towing vehicles off-site from their property would be prohibitively expensive to find a place for these tow vehicles, and would effectively destroy their ability to make a living in the tow truck business after over 20 years of service.

The services that the Anayas provide because they are able to park their towing vehicles on their own property serves a very important community service and interest that would not exist without the Anaya's Towing and Wrecker Service. This long-standing community service provided by the Anayas is indelibly and intricately a part of the Agua Fria Zoning District community.

The Anayas must emphasize that this letter of request IN NO WAY involves a request that the subject property be utilized as an "impound lot" or "a lot for storing vehicles." The Anaya's have complied with many of the requests from Santa Fe County to remove PERSONAL vehicles owned by the Anaya family that were considered to be "junk vehicles" that the Anayas were storing for parts to repair other vehicles. In attempting to work with the County regarding certain zoning violations, the Anayas have removed 10-11 personal vehicles as requested by the County and have registered

several other private vehicles, in order to fully comply with all possibly applicable legal requirements.

The Anayas also must emphasize that this request IN NO WAY is a request that the subject property be used for “storing vehicles” temporarily *that have been towed by the Anayas in the course of their business*. The Anayas utilize an impound lot away from their property to provide temporary storage for all vehicles that have been towed. However, this impound lot is vulnerable to weekly vandalism and is not an appropriate site to park the Anaya’s tow vehicles. Any towing vehicle left there overnight has been and would be vandalized. The security measures that would have to be in place for the Anayas to be able to park their towing vehicles at the impound lot would be so prohibitive that the Anayas would simply no longer be able to conduct their business. Further, as discussed above, this does not address the issue that the impound lot is far enough away from the Anayas’ residence that they would still not be able to effectively respond to emergency dispatch calls and would effectively be put out of business if forced to park their vehicles somewhere else.

Further, in support of this letter of intent and request:

1. The parking of 8 tow vehicles on the subject property may be considered a conditional or permitted use pursuant to Santa Fe County, Ordinance No. 2007-2, Section 10.

Section 10.1 states that “The Santa Fe County Land Development Code, Ordinance 1996-10 (as amended) shall be applicable to all property within the Village of Agua Fria Zoning District, except those specifically set forth in this Ordinance.” Therefore, both the Land Development Code and the Ordinance governing the Village of Agua Fria Zoning District are applicable.

The Village of Agua Fria Zoning District is intended, in part, “to implement the planning policies of the Growth Management Plan’s ‘Traditional and Contemporary Communities’ land use designation.” See ordinance No. 2007-2, Section 10.3

The Anayas are very much a part of “the traditional and contemporary community” of the Agua Fria Zoning District and have been a part of it for generations. Their children and their children’s children now live on the property and so the Anayas will continue to be a part of this community for generations.

Conditional Uses are allowed if a Development Plan is reviewed and approved by the Agua Fria Development Review Committee (AFDRC) OR the County Development Review Committee (CDRC). See Santa County Ordinance No. 2007-2, Sec. 10.5. Currently, the Anayas have requested that the AFDRC review and approve the current uses of the Anaya’s property with regard to the 8 tow vehicles parked at the back of their property. Should the AFDRC approve this use as a conditional use, then a variance would not be required. Parking 8 tow vehicles at the back of Anaya’s property as they have for over two decades may fall under the conditional and allowable use of “Vehicle Sales And Service: Vehicle service, general.

The parking of 8 tow vehicles would fall under the category of vehicle services for the following reasons: these towing vehicles are in the business of on-call dispatch to respond to emergency and non-emergency requests for vehicle tows either to impound lots or service centers. The towing business is an integral part of vehicle service, in general.

2) The parking of 8 tow vehicles on the subject property may also be considered a specific or permitted use pursuant to Santa Fe County, Ordinance No. 2007-2, Section 10.

Certain Specific Uses are allowable if a Development Plan is reviewed and approved by the Agua Fria Development Review Committee (AFDRC) OR the County Development Review Committee (CDRC). Currently, the Anayas have requested that the AFDRC review and approve the current uses of the Anaya's property with regard to the 8 tow vehicles. Should the AFDRC approve this use as a specific use, then a variance would not be required. Parking 8 tow vehicles at the back of Anaya's property as they have for over two decades may fall under the specific and allowable use of "Industrial Sales and Service" category.

3) Should AFDRC and/or CDRC find that the storing of 8 tow vehicles on the Anaya's property is not a conditional or specific use allowable under the Ordinance, the Anaya's hereby request that variance of the Ordinance and/or Code be review and approved.

The proposed and requested variance for commercial activities would, in no way, increase the intrusion upon the existing, surrounding properties. There is no "further development" that would be planned. No structures are to be constructed, no new business to be conducted. The only vital part of this variance request would be to allow the Anayas to park up to 8 tow vehicles at the back of their property. This would be the maximum number of tow vehicles that would be parked on the Anayas' property at any given time. However, most of the time, only half of this number would actually be parked on the subject property, as most often these tow vehicles are out on jobs and are utilized daily.

Only one neighbor, the Romeros, have brought issue with the Anaya's conducting their towing business on their property. However, the Romeros are mis-using this process, the Code and the personnel of the County in order to further their own vicious personal goals that are not directly related to the Anayas' towing business. This is obvious because of how long the Romeros, have had no issue with the Anayas parking their towing vehicles on their property until a neighbor dispute arose earlier this year.

Variances are intended to afford relief from the strict letter of the Ordinance requirements to protect against individual hardships related to unique circumstances of a particular property. Each case of a variance therefore depends upon its own facts. The purpose of variances is not to effect amendments to what are perceived to be flaws in the zoning ordinance, nor to effect re-zonings. This application for a variance in this special exceptional circumstance is the appropriate mechanism in these circumstances. *Gould v. Santa Fe County*, 37 P.3d 122, 131 N.M. 405 (N.M. App. 2001).

The Land Use Development Code does not specify a maximum amount of commercial vehicles that can be on the property at any given time, so on its face, there is no specific violation of the Code. This then turns to the procedure developed out of the Code. However, the first rule is that the plain language of a statute is the primary indicator of legislative intent. See *San Pedro Neighborhood v. Board of County Commissioners of Santa Fe County*, 206 P.3d 1011, 2009 NMCA 45, 146 N.M. 106 (N.M. App., 2009). The court will not read into a statute or ordinance language which is not there, particularly if it makes sense as written. *Id.*



The Commission's authority for granting the variance requested and applied for in this case is found in Article II, Section 3 of the Santa Fe County Land Development Code. Section 3.1, which addresses variances related to proposed development, reads:

“Where in the case of proposed development, it can be shown that strict compliance with the requirements of the Code would result in extraordinary hardship to the applicant because of unusual topography or other such non-self-inflicted conditions or that these conditions would result in inhibiting the achievement of the purposes of the Code, an applicant may file a written request for a **variance**. A Development Review Committee may recommend to the Board and the Board may vary, modify or waive the requirements of the Code and upon adequate proof that compliance with [the] Code provision at issue will result in an arbitrary and unreasonable taking or [sic] property or exact a hardship, and proof that a **variance** from the Code will not result in conditions injurious to health or safety. In arriving at its determination, the Development Review Committee and the Board shall carefully consider the opinions of any agency requested to review and comment on the **variance** request. In no event, shall a **variance**, modification or waiver be recommended by a Development Review Committee, nor granted by the Board if by doing so the purpose of the Code would [be] nullified.” Santa Fe County Land Development Code, (N.M.1980). Further, Article II, Section 3.2 provides: "In no case shall any variation or modification be more than a minimum easing of the requirements."

Further, looking at the purpose of the Ordinance in question, to preserve the traditional and contemporary community of Agua Fria Village, putting the Anayas out of business would run counter to preserving the traditional and contemporary community, of which the Anayas are an integral part. The Anaya's towing services serves to keep our community safe and a majority of their neighbors value them as essential residents and business owners of Agua Fria Village.

Multiple factors may be considered in deciding whether to grant a variance, "including the economic detriment to the applicant if the variance was denied, the financial hardship created by any work necessary to come into strict compliance with the zoning requirements and the characteristics of the surrounding neighborhood." *Hertzberg v. Zoning Bd. Of Pittsburgh*, 554 Pa. 249, 721 A.2d 43 (1998) at 50. Relying on these factors, there would be significant cost and economic detriment to the Anayas if they are forced to park their towing vehicles off of their property.

The characteristics of the surrounding area make it appropriate for the Anayas to continue to park their tow vehicles on their property. For example, the Anayas' neighbors are comprised of multiple commercial businesses with heavy traffic, and industrial, mixed uses, including, but not limited to:

- (1) The Rodriguez' Sand and Gravel Business-which utilizes multiple large commercial trucks to tow and store sand and gravel
- (2) The Padillas Commercial Bus business-which utilizes multiple large commercial buses daily with constant shuttling in and out of their property
- (3) Ce de Baca's Mechanic Business, L & G Automotive-which parks dozens of vehicles on its property for repair and maintenance, including larger vehicles

These commercial businesses surround the Anayas' property and have, over time, evolved to alter the nature of the community in that particular area, making it an area filled with mixed use properties. The Anayas parking their tow trucks at their property would be one of the more minimal mixed uses in their immediate community.

Further, in order to access the Anayas' property, one must drive down a long driveway accessible only from Agua Fria. It is a unique piece of land in the fact that the road the tow trucks use to get to the back of Anayas' property is lined with Anaya family members who have no issues with the Anayas' parking their vehicles at the back of the property. These neighbors are the only neighbors who would be affected by the traffic of the Anayas' tow trucks.

The Romeros, who are the ones who brought the complaint against the Anayas, utilize a completely different road to access their house and cannot see any vehicle enter or exit the Anayas property, so this activity does not affect the Romeros or their property in any way.

Further, should this variance not be granted, the Anayas would be denied a fundamental use of their property and a fundamental right to make a livelihood on that property and would render much of their property valueless. The only conceivable use of the part of the Anaya's property used for parking their tow vehicles would be for parking tow vehicles. The Anaya's have an unusual single lot that is connected by a narrow driveway away to their home. *See* Plat and Vicinity Map, attached as **Exhibit G**.

Granting this variance would result in a net public benefit. Benefit to the public is another factor that may be considered in the granting of a variance. Kenneth H. Young, *3 Anderson's Am. Law of Zoning* § 20.52, at 597 (4th ed.1996). In this application evidence is provided showing that the public would benefit from the granting of this variance. The ability for the Anayas to continue to park their emergency dispatch tow vehicles on their property would continue to support and improve safety, economic development, and quality of life, through necessary and enhanced tow services.

The Code provides that a variance may be granted if there is sufficient evidence that the variance "will not result in conditions injurious to health or safety." At the case in issue, the Anayas have parked their vehicles at the back of their property for over two decades and it has never resulted in any single condition that has been injurious to health or safety of the residents or surrounding community. The variance will not authorize activities in any other zone or district, but only on the back of Anaya's property, which is in no way visible from any roadway.

Also, the Anayas' current use of the property does not generate noise levels greater than would be expected for the surrounding mixed use area. Further, the use is not incompatible with the character of the surrounding area. The use requires no more parking than can be provided by existing parking on the site.

The variance will not authorize activities in any other zone or district, but only on the back of Anaya's property, which is in no way visible from any roadway.

Along with the Development Review Application submitted with this letter of request/variance request, other such items hereby submitted consist of:

Fees: check for \$275

Warranty Deed: **Exhibit D**

Survey Plat (also services as Existing Site Data and Site Plan): **Exhibit E**

Taxes Paid: **Exhibit F**

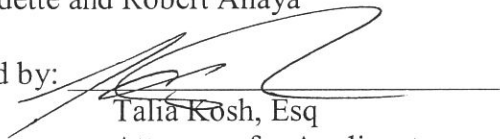
Vicinity Map (also serves as Site Plan and Existing Site Data): **Exhibit G**

Thank you for your consideration of this letter of support.

Sincerely,

Bernadette and Robert Anaya

Signed by:



Talia Kosh, Esq  
Attorneys for Applicants  
460 Saint Michaels Drive, Ste 703  
Santa Fe, NM 87505  
(505) 983-9834



EXHIBIT

A



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

# City of Santa Fe, New Mexico BUSINESS LICENSE

Official Document  
Please Post

Business Name: ANAYAS ROADRUNNERS

Location: 2876 INDUSTRIAL RD

Class: BUSINESS REGISTRATION - STANDARD

Control Number: 0047010

License Number: 08-00001148

Issue Date: April 16, 2008

Expiration Date: December 31, 2008

ANAYAS ROADRUNNERS  
2253 BEN LANE

SANTA FE NM 87507

NBI-11

DOCKET NO. 95-207-TRM



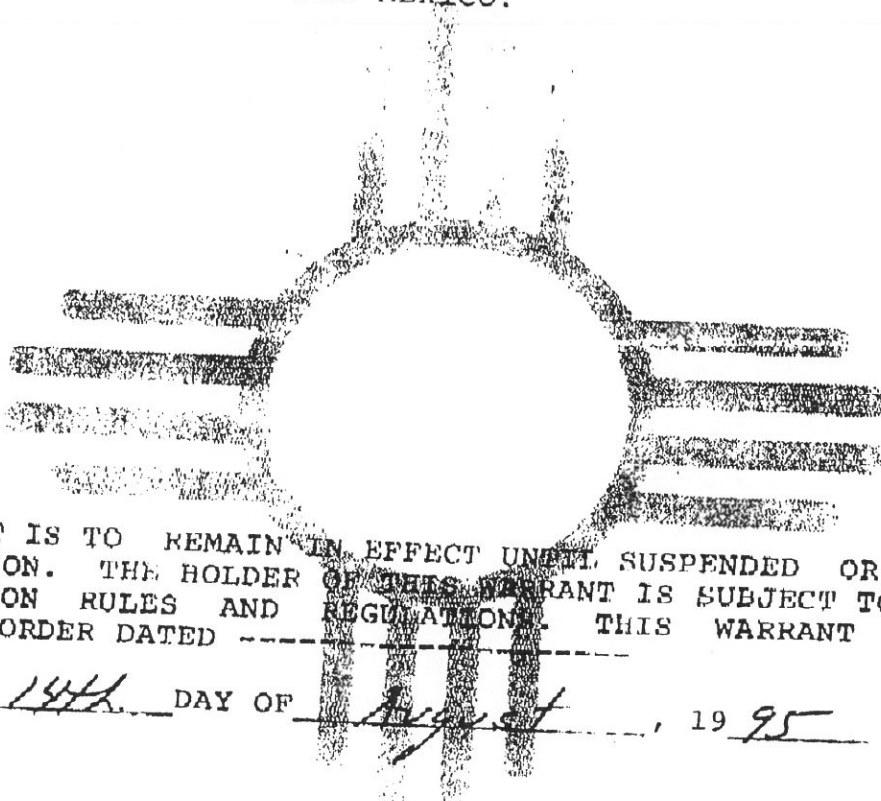
WARRANT NO. 1272

**STATE CORPORATION COMMISSION OF NEW MEXICO**

*Warrant for Transportation Services*  
**AS AN INTRASTATE MOTOR CARRIER OF PROPERTY OR  
NOT-FOR PROFIT INTRASTATE MOTOR CARRIERS OF PASSENGERS**

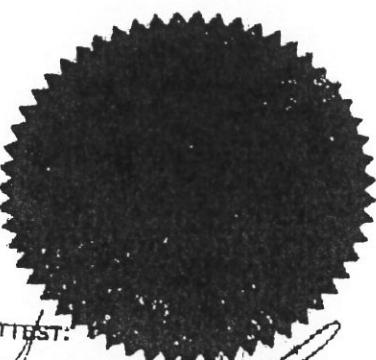
ANAYA'S ROADRUNNER WRECKER SERVICE, INC.  
6B BEN LANE  
SANTA FE, NM 87501

CLASS A, B, C AND D WRECKER SERVICE BETWEEN POINTS AND PLACES  
THROUGHOUT THE STATE OF NEW MEXICO.



THIS WARRANT IS TO REMAIN IN EFFECT UNTIL SUSPENDED OR REVOKED BY  
THE COMMISSION. THE HOLDER OF THIS WARRANT IS SUBJECT TO THE MOTOR  
TRANSPORTATION RULES AND REGULATIONS. THIS WARRANT IS ISSUED  
PURSUANT TO ORDER DATED -----

DONE THIS 14th DAY OF August, 19 95



ATTEST:  
*[Signature]*  
OFFICE OF THE CHIEF CLERK

*[Signature]*  
JEROME D. BLACK, CHAIRMAN  
*[Signature]*  
ERIC P. SERNA, COMMISSIONER  
*[Signature]*  
GLORIA TRISTANI, COMMISSIONER

NBI-12

# City of Santa Fe, New Mexico

## BUSINESS LICENSE



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

Official Document  
Please Post

Business Name: BOBS TOWING

Location: 2876 INDUSTRIAL RD

Class: BUSINESS REGISTRATION - STANDARD

Control Number: 0047011

License Number: 08-00001149

Issue Date May 15, 2008

Expiration Date December 31, 2008

BOBS TOWING  
2253 BEN LANE

SANTA FE NM 87507



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

<b>PRODUCER</b> Hub International Southwest PO Box 5080 Santa Fe, NM 87502 505 982-4296	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Anaya's Roadrunner Wrecker Service, Inc 2253 Ben Lane Santa Fe, NM 87507	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Scottsdale Insurance Company</b></td> <td></td> </tr> <tr> <td>INSURER B: <b>Progressive Northwestern</b></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Scottsdale Insurance Company</b>		INSURER B: <b>Progressive Northwestern</b>		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>Scottsdale Insurance Company</b>													
INSURER B: <b>Progressive Northwestern</b>													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLS1430235	02/23/08	02/23/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
B	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO  EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	034065722	02/23/08	02/23/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER On Hook Cov Garagekeepers Legal Liability	034065722	2/23/08 2/23/08	2/23/09 2/23/09	\$50,000 \$1,000 ded. \$50,000 \$500 ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 Day notice for non-payment  
 Certificate Holder is included as an additional insured as their interest may appear

**CERTIFICATE HOLDER**

Santa Fe County Purchasing  
 Division  
 142 W Palace Avenue Second Floor  
 Santa Fe NM 87501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Robert L. Macko*

NBI-14

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NBI-15



OFFICE OF THE  
PUBLIC REGULATION COMMISSION

CERTIFICATE OF GOOD STANDING AND COMPLIANCE

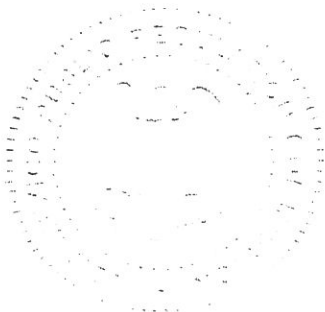
IT IS HEREBY CERTIFIED THAT:  
ANAYA'S ROADRUNNER WRECKER SERVICE, INC.

1496710

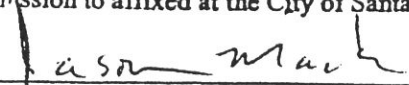
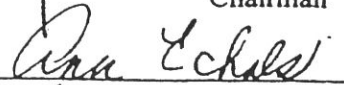
a corporation organized under the laws of  
NEW MEXICO  
is duly authorized to transact business in New Mexico, as a  
Domestic Profit Corporation, under the  
BUSINESS CORPORATION ACT  
(53-11-1 to 53-18-12 NMSA 1978)  
having filed its Articles of Incorporation OCTOBER 2, 1990  
and Certificate of Incorporation issued as of said date.

IT IS FURTHER CERTIFIED that the fees due the Public  
Regulation Commission which have been assessed against the  
aforesaid corporation, have been paid to date and aforesaid  
corporation is in corporate good standing & duly authorized  
to transact business as its corporate existence has not been  
revoked in New Mexico. This Certificate is not to be  
construed as an endorsement, recommendation, or notice of  
approval of the corporation's financial condition or  
business activities and practices. This certificate of Good  
standing and compliance expires: MARCH 15, 2009

Dated: DECEMBER 3, 2008



In testimony whereof, the Public Regulation of the  
State of New Mexico has caused this certificate to be  
signed by its Chairman and the seal of said  
Commission to be affixed at the City of Santa Fe.

  
Chairman  
  
Bureau Chief

NBT-16

DOCKET NO. 01-047-TR-M



WARRANT NO. 53501

**NEW MEXICO**  
**PUBLIC REGULATION COMMISSION**  
**Warrant**  
*for Transportation Services*

**ROBERT M. ANAYA**  
**D/B/A BOB'S TOWING**  
**#6B BEN LANE**  
**SANTA FE, NEW MEXICO 87501**

WRECKER SERVICE BETWEEN POINTS AND PLACES THROUGHOUT THE STATE OF NEW MEXICO.

This Warrant shall remain in effect until suspended or revoked by the Commission. The holder of this warrant is subject to the New Mexico Motor Carrier Act and the Motor Transportation Rules.

DONE THIS 23<sup>rd</sup> DAY OF February 2001.

By Bill Pope  
Bill Pope, Chairman

Herb Hughes  
Herb Hughes, Vice Chairman

Jerome D. Block  
Jerome D. Block, Commissioner

Lynda M. Lovejoy  
Lynda Lovejoy, Commissioner

Kony Schaefer  
Kony Schaefer, Commissioner

ATTEST:

A handwritten signature in black ink, appearing to be "S. Vincent Martinez".

S. Vincent Martinez, Director, Transportation

NBI-17



DOCKET NO. 95-207-TRM



WARRANT NO. 1272

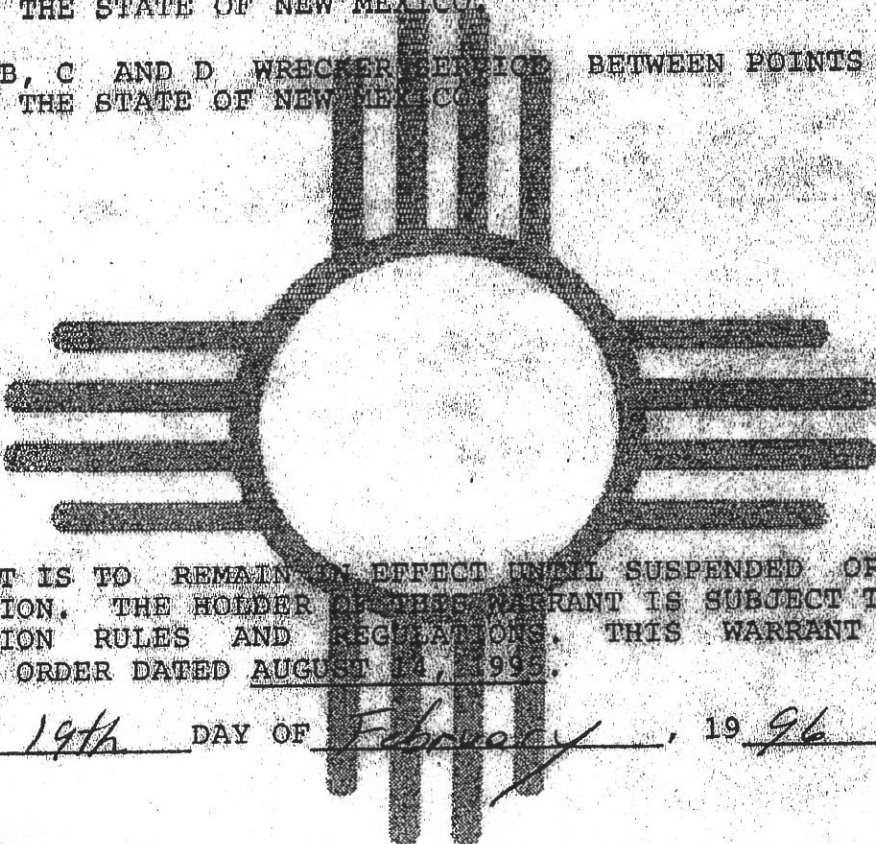
**STATE CORPORATION COMMISSION OF NEW MEXICO**

*Warrant for Transportation Services*  
**As An InTRASTATE Motor Carrier Of Property Or  
Not-For Profit InTRASTATE Motor Carriers Of Passengers**

ANAYA'S ROADRUNNER WRECKER SERVICE, INC.  
6B BEN LANE  
SANTA FE, NM 87501

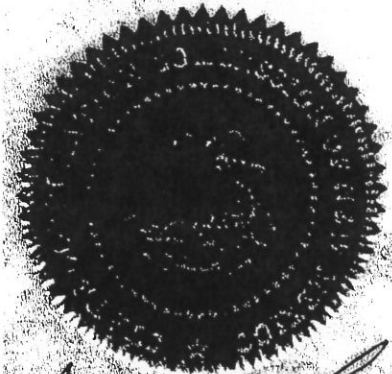
TRANSPORTATION OF GENERAL COMMODITIES BETWEEN POINTS AND PLACES  
THROUGHOUT THE STATE OF NEW MEXICO.

CLASS A, B, C AND D WRECKER SERVICE BETWEEN POINTS AND PLACES  
THROUGHOUT THE STATE OF NEW MEXICO.



THIS WARRANT IS TO REMAIN IN EFFECT UNLESS SUSPENDED OR REVOKED BY  
THE COMMISSION. THE HOLDER OF THIS WARRANT IS SUBJECT TO THE MOTOR  
TRANSPORTATION RULES AND REGULATIONS. THIS WARRANT IS ISSUED  
PURSUANT TO ORDER DATED AUGUST 14, 1995.

DONE THIS 19th DAY OF February, 19 96



*James B. Lewis*  
James B. Lewis, CHIEF CLERK

*Gloria Tristani*  
GLORIA TRISTANI, CHAIRMAN

*Eric P. Serra*  
ERIC P. SERRA, COMMISSIONER

*Jerome D. Block*  
JEROME D. BLOCK, COMMISSIONER

NBI-18



# City of Santa Fe, New Mexico

## BUSINESS LICENSE

City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

Official Document  
Please Post

Business Name: ANAYAS ROADRUNNERS

Location: 2876 INDUSTRIAL RD

Class: BUSINESS REGISTRATION - STANDARD

Comment:

Control Number: 0047010

License Number: 12-00001148

Issue Date December 28, 2011

Expiration Date December 31, 2012

ANAYAS ROADRUNNERS  
2253 BEN LANE

SANTA FE NM 87507

Anaya's Roadrunner Wrecker Service Inc.  
2253 Ben Lane  
Santa Fe, NM 87507



We here at Anaya's Roadrunner Wrecker Service know and understand the work and commitment involved in emergency police towing. We have provided emergency police towing for the Santa Fe Police Dept, Santa Fe County Sheriffs Dept, New Mexico State Police Dept, Sandoval County Sheriffs Dept, Tribal Police, BIA and other law enforcement agencies for the past 19 years 10 months we've been in business. We have been in good standings with all these agencies since we've been in business and still provide service to them today. We know the demands and what it takes to provide services for these types of agencies and how important it is to respond in a timely and professional matter. We take great pride in the services we provide to all our customers.

**Anaya's Roadrunner Wrecker Service Inc**  
**Robert Anaya**  
**2253 Ben Lane Santa Fe NM, 87507**  
**Office: (505) 471-2661**  
**Fax: (505) 438-0157**  
**E-mail: [bobbyj320@aol.com](mailto:bobbyj320@aol.com)**

**Authorized person to obligate offeror**  
**Robert Anaya (President)**  
**Office: (505) 471-2661**  
**Cell: (505) 470-1661**

NBI-20

B. Referneces

1. (1) L & L Waste Services  
3951 Agua Fria  
Santa Fe, NM 87507

Contact Person: Frank Romero - (505) 471-1372

We provide all towing and recovery services needed.

12-17-07, 12-19-07, 2-22-08,5-16-08, 6-17-08, 6-25-08, 7-11-08, 8-1-08,  
9-24-08, 10-30-08, 11-14-08, 11-14-08.

- (2) City of Santa Fe Solid Waste  
1142 Siler Rd. Bldg-A  
Santa Fe, NM 87507

Contact Person: Tim Lerma - (505) 231-1152

We provide all towing and recovery services needed.

12-9-07, 12-5-07, 12-25-07, 1-7-08, 1-8-08, 1-17-07 3-31-08,3-3-08, 3-4-08,  
3-5-08, 3-6-08, 1-10-08, 12-13-07, 2-5-08, 2-6-08, 2-6-08, 2-11-08, 1-30-08,  
2-29-08, 4-1-08, 4-10-08, 4-16-08, 4-4-08, 4-15-08, 12-26-07, 5-12-08, 6-13-08,  
7-17-08, 7-7-08, 7-11-08,7-18-08 7-21-08, 7-21-08, 7-5-08, 7-29-08, 9-17-08, 8-  
4-08, 10-13-08, 5-8-08, 11-18-08, 11-19-08, 10-28-08, 12-2-08.

- (3) Santa Fe County Sheriff's Dept.  
35 Camino Justicia  
Santa Fe, NM 87508

Contact Person: Lisa Doffelmeyer - (505) 490-1019

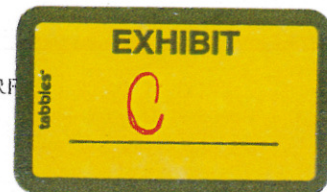
We provide all towing and recovery services for Santa Fe County Sheriff's Fleet  
& Crime Scene Vehicles.

1-6-08, 12-31-07, 9-11-07, 9-27-07, 12-13-07, 1-28-08, 2-12-08, 12-9-07,  
12-16-07, 2-24-08, 2-29-08, 4-19-08, 4-27-08, 5-14-08, 5-20-08, 5-28-08,  
5-28-08, 3-15-08, 3-8-08, 6-4-08, 5-25-08, 5-28-08, 6-3-08, 6-17-08, 6-18-08,  
6-23-08,6-10-8, 6-10-08, 7-4-08, 7-9-08, 7-10-08, 7-10-08, 7-10-08, 7-31-08,  
8-8-08, 8-29-08, 9-10-08, 9-13-08, 9-17-08, 9-29-08.

3. a) Robert M. Anaya  
Bernadette J. Anaya

NBI-21





**PROFESSIONAL SERVICES AGREEMENT  
WITH ANAYA'S TOWING SERVICES  
FOR EMERGENCY WRECKER AND TOWING SERVICES  
FOR SANTA FE COUNTY DWI SEIZURE LOT**

THIS AGREEMENT is made and entered into this 2nd day of JUNE, 2009, by and between **Santa Fe County**, hereinafter referred to as "the County", and **Anaya's Roadrunner Wrecker Service**, with a principal place of business located at 2253 Ben Ln., Santa Fe, NM, hereinafter referred to as "the Contractor".

**WHEREAS**, the Contractor provides emergency wrecker and towing services in Santa Fe County; and

**WHEREAS**, this Agreement is being entered into pursuant to NMSA 1978, Section 13-1-125; and

**WHEREAS**, the County requires these services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES**

**1. SCOPE OF WORK**

The Contractor shall provide the following services:

- A. Provide a hard copy of its PRC Transportation Warrant Application that is on file with the New Mexico Public Regulation Commission Transportation Division. The application must include the description of all motor vehicles operating under the warrant as well as the List of Drivers and License Information for Contractor's personnel.
- B. Provide emergency wrecker and towing services within the region of Santa Fe County.
- C. The Contractor shall provide emergency wrecker and towing and related services, twenty-four (24) hours per day, and seven (7) days per week, three hundred sixty five (365) days per year at the request of the Santa Fe Sheriff's Office. The Contractor will record the time of the dispatch call and the beginning and ending mileage to the location of the arrest.
- D. The services to be provided include the Contractor providing all labor, supervision, equipment, materials, and other requirements necessary for proper performance of the services.
- E. The Contractor is allowed a maximum sixty (60) minutes response time for Contractor's tow truck to arrive at the arrest location. The response time begins upon receipt of notification of the request for the services by the Santa Fe Sheriff's Office. When requested to tow heavy vehicles, additional time, up to an additional sixty (60) minutes, may be allowed.
- F. The Contractor must also follow Federal Motor Carrier Safety Regulations governing maintenance and repair, record keeping, driver licensing, drug and alcohol testing, and hours of service.
- G. The Contractor, when responding to a Santa Fe Sheriff's Office dispatch call, shall remain at the scene of the arrest until the roadway has been swept and all major debris has removed by the Contractor, if necessary, so that the roadway is drivable to the satisfaction of the Santa Fe Sheriff's Office.

- H. The Contractor must have comprehensive geographical knowledge of the region.
- I. The Contractor's drivers must be licensed, trained, and insured in accordance with the New Mexico Motor Vehicle Division. The Contractor must maintain a driver qualification (DQ) file for each driver it uses in accordance with Federal Motor Carrier Safety Regulations.

**2. EQUIPMENT REQUIREMENTS**

All towing vehicles, equipment, and safety equipment shall meet all Federal Department of Transportation (DOT) and Public Regulation Commission regulations. All vehicles must have a current registration and insurance in accordance with all New Mexico Motor Vehicle Division regulations to include:

- A. A Class A towing service in regard to tow truck specifications; towing equipment specifications; vehicle carrier truck specifications; and vehicle carrier bed specifications.
- B. A Class B towing service in regard to tow truck specifications; towing equipment specifications; vehicle carrier truck specifications; and vehicle carrier bed specifications.
- C. Safety Equipment Requirements. All towing services must maintain the safety equipment on each tow truck at all times in accordance with state and federal regulations.

**3. COMPENSATION/ FEES**

- A. The total compensation to be paid under this Agreement including fees and costs, exclusive of gross receipts tax shall not exceed \$25,000.00.

The rates for towing services are in accordance with the New Mexico Public Regulation Commission statewide wrecker tariff, dated August 27, 2000. The fees are summarized below:

DISTANCE RATES	CLASS A	CLASS B
Day Rate (first mile or less) *	\$45.00	\$45.00
Night Rate ** (first mile or less)	\$55.00	\$55.00
2 to 25 Miles, inclusive	\$3.50 per mile	\$3.50 per mile
Over 25 Miles	\$2.00 per mile	\$2.00 per mile
Excess Deadhead	\$1.00 per mile	\$1.00 per mile
Retrieval/Winching Rates Per Hour ***	\$40.00	\$40.00
Retrieval/Winching Rates per 15 Minutes	\$12.00	\$12.00

\* 6:00 AM – 6:00 PM  
 \*\* 6:00 PM – 6:00 AM and Saturdays, Sundays, and Holidays  
 \*\*\* Retrieval/Winching Rates include the following steps:

- 1. Hooking up the vehicle;

2. Winching the vehicle to the new position;
3. Unhooking from the vehicle;
4. Moving the wrecker to a new position; and
5. Re-hooking to the vehicle for loading.

Any fee increases will be subject to the New Mexico Public Regulation Commission Wrecker Tariff.

- B. The Contractor shall submit a written request for payment to the County once a month. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services; the County shall tender payment for the accepted items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late charges of one and one-half percent (1.5%) per month, until the amount due is paid in full; provided however, that the County is not required to pay for accepted items or services until it receives the necessary funds; it being further provided, that he County shall not incur any late payment charges unless it fails to pay the Contractor within five working days of the County's receipt of the necessary state or federal funds.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it has suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive of illegal payment.

#### 4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on June 1, 2013, unless earlier terminated pursuant to Section 6, TERMINATION, of this Agreement.

#### 5. ADDITIONAL SERVICES

The County may from time to time request changes in the Scope of Work to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

#### 6. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective ten (10) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within ten (10) days, the breaching party shall have a reasonable time to cure the breach, provided that, within ten (10) days of its receipt of the written notice of termination, the

breaching party (i) began to cure the breach and (ii) advised the non-breaching party in writing that it intended to cure.

- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than ten (10) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## 7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## 8. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of nor have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## 9. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## 10. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## 11. INDEMNITY

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.



- B. The Contractor agrees (i) that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, counsel shall be retained to represent the County's interests.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **12. RECORDS AND INSPECTIONS**

To the extent its books and records relate to (i) their performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

## **13. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **14. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **15. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

## **16. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS**

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**17. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**18. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**19. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**20. EQUAL OPPORTUNITY COMPLIANCE**

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**21. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**22. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the Federal and State District Courts of New Mexico, located in Santa Fe County.

**23. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**24. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**25. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**26. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 3, "COMPENSATION/FEES", of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**27. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**28. INSURANCE**Insurance Requirements per PRC

a)	General Liability	\$1,050,000 Each Occurrence
b)	Automobile Combined Single Limit	\$1,050,000
c)	Bodily Injury/Property Damage	\$750,000 Each Occurrence
d)	On-the Hook and Garage Keeper	\$50,000 Each Occurrence

General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Secretary of State on Contractor's behalf.

**30. AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**32. NOTICES**

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County  
Office of the County Attorney  
102 Grant Ave.  
Santa Fe, NM 87504

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Anaya's Roadrunner Wrecker Service  
2253 Ben Ln.  
Santa Fe, NM, 87507

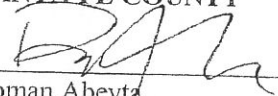
**33. SURVIVAL**

The Provisions of paragraphs 10, 11, 14, 20, 21, 23, 24, 26, and 27 shall survive termination of this contract.



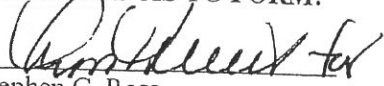
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

  
Roman Abeyta,  
Santa Fe County Manager

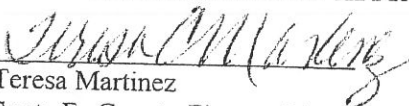


APPROVED AS TO FORM:

  
Stephen C. Ross,  
Santa Fe County Attorney

13 May 2009  
Date

FINANCE DEPARTMENT APPROVAL:

  
Teresa Martinez  
Santa Fe County Finance Director

5/19/09  
Date

ANAYA'S ROADRUNNER WRECKER SERVICE:

By: Robert M. Anaya  
(Print Name)

6-2-09  
Date

Signature: 

FEDERAL IDENTIFICATION NO.

85-0393144



# NEW MEXICO DEPARTMENT OF PUBLIC SAFETY

POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



**SUSANA MARTINEZ**  
GOVERNOR

**GORDEN E. EDEN, JR.**  
CABINET SECRETARY

**ROBERT W. SHILLING**  
CHIEF / DEPUTY SECRETARY  
LAW ENFORCEMENT OPERATIONS

**PATRICK M. MOONEY**  
DEPUTY SECRETARY  
STATEWIDE LAW ENFORCEMENT  
SERVICES AND SUPPORT

OFFICE OF THE SECRETARY  
505 / 827-3370

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

OFFICE OF THE DEPUTY SECRETARY  
505 / 827-9277

ADMINISTRATIVE SERVICES  
505 / 827-3332

INFORMATION TECHNOLOGY  
505 / 827-9262

MOTOR TRANSPORTATION POLICE  
505 / 476-2457

SPECIAL INVESTIGATIONS  
505 / 841-8053

TECHNICAL SUPPORT  
505 / 827-9221

TRAINING AND RECRUITING  
505 / 827-9251

April 11, 2012

Anaya's Roadrunner Wrecker Service Inc.  
Bobs Towing  
2253 Ben Lane  
Santa Fe, NM 87507

Dear Mrs. Bernadette Anaya:

We are in receipt of your letter requesting to be placed on our rotation for our District One Sub-District Pecos Office. Effective April 13, 2012, your business will be added on our rotation log for the Pecos area. Also, please adhere to all state regulations and Department of Public safety policy and procedures for wrecker rotation logs. We hope to continue to have a good working relationship with your business.

If you have any questions please feel free to contact our office 827-9300.

Sincerely,

Captain Greg Toya  
New Mexico State Police  
District One

GT:cm



**CALEA**  
ACCREDITED LAW ENFORCEMENT AGENCY



Anaya's Roadrunner Wrecker Service Inc.

Bob's Towing  
2253 Ben Lane  
SF, NM 87507  
Ph: 505-471-2661  
Fax: 505-438-0157

New Mexico State Police  
Attn: Jennifer Marquez

4-11-2012

Dear Ms. Marquez


**REQUEST FOR BEING ON ROTATION IN THE NORTHERN DISTRICT  
PECOS AREA**

We are a family owned business: (Robert M. Anaya, Robert J. Anaya, Bernadette J. Anaya)

We have been in business for Anaya's Roadrunner Wrecker Service Inc. since February 14, 1989. We opened up Bob's Towing in 1999.

We have the capability to handle all vehicles driven on the roads with our light and heavy duty tow trucks. We also specialize in light and heavy recovery and have a fully and devoted staff.

Yours truly,

  
Bernadette J. Anaya

NBI-32



**\* QUITCLAIM DEED**

K RECORDED 11/06/2008

The Estate of **STELLA A. SANDOVAL**, Deceased, for good and valuable consideration, QUITCLAIMS to **BERNADETTE J. ANAYA**, a married woman dealing in her sole and separate property, whose address is 2253 Ben Lane, Santa Fe, New Mexico, 87507, the Santa Fe County, New Mexico, real estate described in Exhibit "A" (said Exhibit "A" is attached hereto and incorporated herein for all purposes),

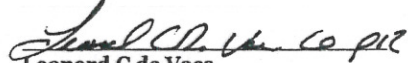
TOGETHER WITH a perpetual and non-exclusive right in and to the 30' Access and Utility Easement shown on the plat of survey recorded at Plat Book 688, Page 025, in the records of Santa Fe County New Mexico, and,

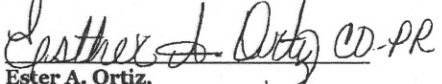
SUBJECT TO Reservations, Restrictions, Easements of record, and taxes for the year 2007 and subsequent years.

WITNESS OUR HANDS AND SEALS this 5<sup>th</sup> day of November, 2008.

Estate of **STELLA A. SANDOVAL**, Deceased

\* This deed is being recorded to correct a clerical error (i.e., the proper spelling of the name "Ortiz") in the *Quitclaim Deed* recorded as Instrument # 1542538, in the records of Santa Fe County, New Mexico.

By:   
**Leonard C de Vaca,**  
Co-Personal Representative

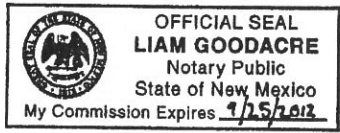
By:   
**Ester A. Ortiz,**  
Co-Personal Representative

S F C C L E R K R E C O R D E D 1 1 / 0 6 / 2 0 0 8

ACKNOWLEDGEMENT

STATE OF NEW MEXICO     )  
  ) ss.  
COUNTY OF SANTA FE     )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 2008, by **Leonard C de Vaca** and **Ester A. Ortiz**, the Co-Personal Representatives of the Estate of **STELLA A. SANDOVAL**, Deceased, for and on behalf of said Estate.



*Liam Goodacre*  
(Notary's Signature)  
LIAM GOODACRE  
(Notary's Printed Name)

Notary Public in and for the  
State of New Mexico

My Commission Expires: 9/25/2012

NBI-34



SFC CLERK RECORDED 11/06/2008

**Exhibit "A"**

**Tract 4**, as shown on the plat of survey entitled "Lot Line Adjustment for Estate of Stella Sandoval, et. al. ... in Ben Subdivision Within S.H.C. 1182, P2, Section 31, Township 17 North, Range 9 East, N.M.P.M., Santa Fe County, New Mexico", prepared by A-Z Surveying Inc. (Morris A. Apodaca, P.L.S. 5300), on June 02, 2008 (July 08, 2008), and recorded on August 19, 2008 in Plat Book **688**, Page **025**, in the records of Santa Fe County, New Mexico.

COUNTY OF SANTA FE ) QUITCLAIM DEED  
STATE OF NEW MEXICO ) ss PAGES: 3  
I Hereby Certify That This Instrument Was Filed for  
Record On The 6TH Day Of November, A.D., 2008 at 12:17  
And Was Duly Recorded as Instrument # 1543429  
In The Records Of Santa Fe County  
Witness My Hand And Seal Of Office  
Valerie Espinoza  
Deputy Valerie Espinoza County Clerk, Santa Fe, NM



NBI-35

NOTE ON DEED:

Bernadette Anaya's Aunt, Stella Sandoval, owned the property until 2002, but gave permission to the Anayas to live there and park their operate their business at the back of the property, i.e. park their tow trucks and dispatch calls.