



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
December 17, 2014–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (November 12th Special, November 12th,
Work Session and November 19th, 2014)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- X. **CITY MANAGER'S REPORT**
- XI. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - Presentation by the Health Impact Assessment Team Project Coordinator, Pat Leahan regarding the proposed Reintegration Center which would be located adjacent to the San Miguel County Detention Center.
- XII. **FINANCE REPORT**

XIII. CONSENT AGENDA

(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval for out of state travel for management negotiating team members Victoria Lovato and Andrew Quintana to attend Employee Relations Law Seminar in Newport Beach, CA.

Elmer J. Martinez, Acting City Manager, Primary members of the city's management negotiating team will receive certification in employee relations. This certification will aide in the City's overall knowledge of how to better address any and all employment matters as well as being able to help reduce the need of professional services.

2. Approval to award the Request for Proposal for the Las Vegas Police Department gasoline fleet maintenance repair contract to D.A.G. Enterprise of NM, LLC

Eugene Garcia, Deputy Police Chief The Las Vegas Police Department has published for the Request for Proposal (RFP). This process brings structure to procurement decisions and is meant to allow the risks and benefits to be identified. Only one (1) company submitted for the RFP. Interviews were conducted and D.A.G. Enterprise of NM, LLC met the required criteria.

3. Approval of Resolution #14-71 Budget Adjustment Resolution.

Ann Marie Gallegos, Finance Director The City is in need of increasing or decreasing the FY 2015 budgeted revenues or expenditures, transfers in or transfers out within various funds.

4. Approval to award Bid #2015-14 for the Rough Rider Museum Roofing Improvements to Everguard Roofing, LLC.

Chris Cavazos, Project Manager Bids for construction were opened on December 4, 2014, Four (4) offerors submitted bids of which Everguard Roofing, LLC was the offeror which met all specifications and licensing requirements as certified by the architect.

5. Approval to award Bid #2015-15 for the Carnegie Library Repairs to New Image Construction.

Chris Cavazos, Project Manager Bids for construction were opened on December 4, 2014. Four (4) offerors submitted bids of which New Image Construction was the offeror which met all specification and licensing requirements as certified by the architect.

XIV. NEW BUSINESS

1. Approval/Disapproval to provide water service to Mr. & Mrs. Mascarenas off of the East Loop water line.

Ken Garcia, Utilities Director The East Loop water line up to Zeamway Road will be completed the first week of January 2015. Mr. Mascarenas purchased a water tap from Mr. Jeff Salman and has paid all fees. Staff is requesting permission to serve Mr. & Mrs. Mascarenas off the new water line.

2. Approval/Disapproval to Publish Ordinance #14-11.

Ken Garcia, Utilities Director This grant/loan is for the purpose of acquiring, constructing, modifying and otherwise improving the Wastewater facilities of the City of Las Vegas joint water and wastewater conveyance and treatment system or sewage plant sludge handling modifications. On October 15, 2012 Ordinance #12-18 was adopted based on an updated cost estimate from Molzen, Corbin & Associates increasing the loan amount from \$121,000 to \$356,000 to cover additional construction costs including the bridge crane, undefined elements, contingencies, and increase the cost of the centrifuge equipment. On November 21, 2014 an interim loan agreement renewal was signed by NMED and the City of Las Vegas for an additional \$190,000 in grant funding to complete the project. Therefore, the Ordinance must be amended to reflect the additional funding.

XV. COUNCILORS' REPORTS

XVI. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**

C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.

XVII. ADJOURN

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS SPECIAL MEETING HELD ON WEDNESDAY,
NOVEMBER 12, 2014 AT 4:30 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

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

ALSO PRESENT: Elmer Martinez-Acting City Manager
Casandra Fresquez-City Clerk
Dave Romero –City Attorney
Eugene Garcia-Sergeant at Arms

CALL TO ORDER

Mayor Alfonso E. Ortiz, Jr. called the meeting at 4:33 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to honor and thank our veterans for our freedom and to think of how we may become better people, public servants and better children of God.

APPROVAL OF AGENDA

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

Joey Herrera	Yes	David L. Romero	Yes
Tonita Gurule Giron	Yes	Vincent Howell	Yes

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

PUBLIC INPUT

Mr. Mario Romero a resident of the 700 block of Railroad Avenue expressed his concerns on water issues in that area and asked Mayor Ortiz, Jr. and Council to look into resolving the issues.

Acting City Manager Elmer Martinez advised that he spoke with Utilities Director Ken Garcia about the area having issues with the older water lines. Acting City Manager Martinez added that the Utilities Department was working on long term plans to improve the distribution system and advised that they would try doing a better job on public information.

Mr. Bob Wessley spoke about the Regulatory Oil and Gas Ordinance recently passed by the San Miguel County Commission.

Mayor Ortiz, Jr. briefly expressed thoughts on the issues concerning the drilling ordinance.

BUSINESS ITEMS

1. Approval/Disapproval of Contract #0949-97 with the Las Vegas Police Officer’s Association Fraternal Order of Police (FOP) Lodge 20.

Acting City Manager Martinez advised the F.O.P. has ratified the negotiated amendment(s) to Contract #0949-97. The amendment(s) include an hourly increase in pay to F.O.P.

Negotiations Team Member Eugene Garcia asked Mayor and Council for the approval of amendments to Contract #0949-97 regarding a forty- two (\$.42) hourly increase.

Negotiations Team Member Victoria Lovato advised that an amicable agreement was reached for compensation regarding a forty-two (\$.42) hourly increase added to Employees regular hourly rate of pay and advised that the Pay Plans for Dispatchers and Police Officers were agreed upon and were added to the contract.

LVPOA President Chris Lopez thanked the City for working with the Mercer Group on amending the Officers Pay Plan and for working well with the LVPOA and thanked Mayor and Council for their patience regarding the long process of the agreement concerning the Police Department and hoped that the Police Department and the City would keep working towards keeping experienced officers in Las Vegas.

Councilor Gurule-Giroñ had questions on the comparable pay plans.

Acting City Manager Martinez advised that Mercer Group would be completed with the comparable pay plan study by December 15, 2014.

Councilor Howell had concerns on the pay plans affecting Senior Police Officers.

Negotiations Team Member Victoria Lovato clarified that the pay plans were the same for all officers regardless of how long they have been with the department.

Discussion took place regarding budgeting on Pay Plans for Public Service Employees needing the funding for future negotiations.

Councilor Herrera advised that it was unfortunate that our officers leave to Santa Fe for more money and that Santa Fe benefits from the training that officers receive here in Las Vegas and wished that in the future we would come up with a more attractive program regarding wages and benefits that would keep our officers here.

Councilor Howell recommended that a forensic audit should be implemented to look for the waste in our budget and find more funding for Public Safety Officers.

Mayor Ortiz, Jr. spoke briefly about every City employee needing a pay increase and advised that these concerns would be made aware of and addressed at upcoming Budget Hearings.

Councilor Herrera made a motion to approve Contract #0949-97 with the Las Vegas Police Officer’s Association Fraternal Order of Police (FOP) Lodge 20. Councilor Gurule-Giroń and Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

The Las Vegas Police Department was commended by all for their hard work and dedication.

EXECUTIVE SESSION

There were no items for Executive Session.

ADJOURN

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

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

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION
HELD ON WEDNESDAY NOVEMBER 12, 2014 AT 5:30 P.M. IN THE CITY
COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

COUNCILORS: Tonita Gurule-Giroñ
Vince Howell
Joey Herrera
David L. Romero

ALSO PRESENT: Elmer J. Martinez, Acting City Manager
Casandra Fresquez, City Clerk
Dave Romero, City Attorney
Eugene Garcia, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz Jr. asked for a moment of silence to acknowledge life and the opportunity to do many things and continue a positive outcome.

APPROVAL OF AGENDA

Councilor Gurule-Giroñ made a motion to approve the agenda as is. Councilor Romero seconded the motion.

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

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

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

MAYOR'S APPOINTMENTS

Mayor Ortiz advised he had none at the time but may be making a recommendation to the Recreation Committee at a later date.

MAYOR'S RECOGNITION/PROCLAMATION

Mayor Ortiz Jr. explained during the summer the Carnegie Public Library had a contest for youth in the community to design the new children's library card and patrons at the library could vote on design they liked. Nine year old Cyrena Ayon was the Most Creative Children's Library Card winner.

PUBLIC INPUT

Bob Wessley spoke to the governing body regarding Utility Director Ken Garcia, he is a vital role in the Utility Department and he does not think the City would be able to find a replacement if he were to leave.

CITY MANAGER'S INFORMATIONAL REPORT

Acting City Manager Martinez gave an update on the status of the Pay-Classification study and the target date for completion is mid December. Staff is working quickly to provide information to Mr. Cordova to move the process along.

Acting City Manager Martinez advised Recreation Manager Loretta Abreu- Martin would be presenting the report on the assessment of the Abe Montoya Recreation Center that was completed October 12, 2014.

Recreation Manager Abreu-Martin reminded the governing body of the roof damage that was done that required the closing of the centers swimming pool and gave an overview of the executive summary that was prepared by WHPacific Inc. and listed the conditions that were found to be deficient in the building. The summary identified that there was corrosion due to lack of ventilation that had caused significant deterioration of the roof deck and some joints in the pool area. Rusting of screws in the roof deck is what caused the roof to detach. There was also significant rust damage to the spiral stairs and slide supports.

Excessive humidity from the pool has penetrated other areas of the building causing condensation to occur and has damaged ceilings, walls, and toilet partitions throughout the building. The flat roof membrane was not maintained and sealants and joints at scuppers have failed allowing water to flow into the

building. The system of attachment of the flat roofs does not appear to meet recommended attachments for the site wind conditions.

Exterior CMU and concrete was not sealed to prevent water penetration through the walls. The stucco walls on the phase II addition are splitting and delaminating from the wall from water infiltration due to lack of sealant at the expansion joints. The intended air cooled condenser coils were never installed so dehumidification of the pool area does not function correctly. There are many exhaust fans, vents, water heaters, and cooling units that are either not working or do not have controls functioning as intended. Manual rigging of many items was observed. The existing mechanical units have R-22 refrigerant which is no longer code compliant and it's being phased out in the United States.

WHPacific made recommendations for repairs that needed to be done to include removing and replacing metal roofing, structural deck, and joists to return the building to a safe structure. Remove and replace all flat membrane roofing since it is at the end of its life and needs significant repairs. Replace and repair interior ceiling tiles, toilet partitions, hard ceilings, and walls where significant damage had occurred. Remove interior paint and repaint with durable and appropriate paints that protect from water damage.

The pool area would require sandblasting of all structural items and repainting with a high grade aquatic paint to prevent corrosion and rusting. A certified Test, Adjust and Balance (TAB) should occur before design to verify system design as a basis for design. Retrofitting the existing PoolPak unit on site to provide new piping, evaporator coils, a complete refrigerant system and controls to upgrade the unit to its full dehumidification capacity. Replacement of the makeup air unit and the roof mounted intake hood. The new unit should include new controls for air tempering and for automatic operation in tandem with the existing exhaust fan.

Replace the existing air-cooled condenser with a new air-cooled condenser with R-410A refrigerant and retrofit the existing air handling unit. Repair unit heaters, add or replace some radiant heaters, and relocation of equipment to prevent freezing and improve performance of the system should occur as needed in the building. When work is complete another certified Test, Adjust and Balance should be completed, operations and maintenance manuals provided and training given to building maintenance staff.

Recreation Manager Abreu-Martin advised the estimated cost of the project work is \$2,812,525.00 without tax. It is anticipated that design and construction documents would take 2-4 months and construction would take 5-7 months to complete the work.

Questions and discussion took place regarding the Recreation Center project cost.

Acting City Manager Martinez advised there was an error in the cost calculation, there is approximately a \$500,000.00 difference in the cost tables and what was estimated in the summary. Acting City Manager advised the error most likely occurred when WHPacific was asked to split the cost of Phase I and Phase II building repairs.

Questions and discussion took place regarding the previous contractor and additional cost of inspecting the building. Questions were asked if there was any partnership for the community members that have purchased the pool pass to utilize the New Mexico Highlands University swimming pool.

Recreation Manager Abreu-Martin advised there is no partnership at this moment but the Recreation does work closely with the Highlands swimming pool director to direct individuals there.

Discussion took place on lobbying the legislature for funding help with the repair cost of the Recreation Center.

Utilities Director Garcia gave the Governing Body a brief presentation of water leaks that have occurred in various areas of the community and upcoming weather conditions that could potentially increase the risk of leaks.

DISCUSSION ITEMS

1. Resolution 14-67 supporting participation in the all hazards multi-jurisdictional mitigation planning process and adoption of all hazards multi-jurisdictional mitigation plan.

Dennis English of the San Miguel County and City of Las Vegas Office of Emergency Management advised the governing body that the multi-jurisdictional hazard Mitigation Plan is designed to protect people and property from the effects of natural and human-caused hazards. The plan was developed because of increasing awareness that natural hazards; especially wild fire, drought, flood and wind have the potential to affect people, physical assets, and operations in the City. In addition to developing a framework for action, the plan enables participating counties and municipalities to apply for pre and post-disaster mitigation funding that would not otherwise be available. Mr. English advised the plan has already been adopted by FEMA pending the formal adoption of the resolution.

The governing body complimented Mr. English on the work he provides the County and the City.

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

2. Request for Bid No. 2015-05 for Milk products for the Senior Center(s).

Senior Citizens Center Manager Ortega advised the bids for milk were opened September 25, 2014. Creamland Dairies was the one bid received and met all requirements. The Santa Fe office will service the Pecos Center and the Las Vegas office will service San Miguel Center and the Las Vegas Center.

Questions and discussion took place regarding the price quote of the bid and if it would remain consistent throughout the term of the bid.

Senior Center Manager Ortega advised the cost will fluctuate as the price of milk changes but does not anticipate a huge increase.

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

3. Resolution #14-68 Budget Adjustment Resolution.

Finance Director Gallegos advised the governing body that the City is in need of increasing or decreasing the FY 2015 budgeted revenues or expenditures, transfers in and out within the various funds. Finance Director Gallegos gave a brief explanation of the accounts that adjustments were being made and the reasoning.

Questions and discussion took place regarding adjustments made to various accounts.

Questions were asked about the revenue from the 4th of July Fiestas.

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

4. Request for Bid No. 2015-06 for the E. Romero Fire Station Renovation Phase Two-Rebid.

Acting City Manager Martinez took a moment to introduce the new Public Works Director Mr. Martin Gonzales.

Project Manager Cavazos advised the governing body bids for the E. Romero Fire Station Renovation Phase Two-Rebid for the renovation of the building are to be used as a fire fighting museum and administrative offices were opened on October 9, 2014. One offeror submitted a bid that met all specifications and licensing requirements as certified by the architect. The submitter was Northeastern Construction.

Questions and discussion took place regarding the funding source and if the project will begin with the new bidder.

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

5. Contract with Las Vegas/San Miguel Chamber of Commerce, Inc.

Acting City Manager Martinez advised the Chamber of Commerce is a non-profit organization whose purpose is to assist the business community. After review of community needs, and recent discussions between the Chamber Board members, Mayor and the City Manager as to the value and necessity of a Chamber of Commerce in Las Vegas, a decision was made to recommend to contract services. The intent of the contract is to re-establish the Chamber's base mission which is to provide direct services to the business community.

Acting City Manager Martinez gave a brief overview of the contract terms and expectations.

Questions were asked about the amount of full membership fees that were being collected.

Past Chair member Matt Martinez gave an overview of the number of memberships with the Chamber of Commerce in the past and the hope of having the current members agree to the proposed contract so they will be able to begin recruiting businesses to become members of the Chamber of Commerce.

Discussion took place regarding trying to move the City in the direction of businesses only having to utilize the use of one visitors guide to help businesses in the community from having to purchase ads in multiple guides and creating one guide that services the community.

Acting City Manager Martinez recommended that the item not be placed as a consent agenda item as there are still some negotiations that need to take place.

6. Selection of Legislative Priorities.

Acting City Manager Martinez asked the governing body to rank the City's top 15 projects for the ICIP for submittal for Legislative funding.

Questions were asked if the E. Romero Fire Station needed to be removed from the list since the process will be starting on that project.

Acting City Manager Martinez advised not to remove the E. Romero Fire Station in the event additional funding is needed to towards that project.

The governing body each ranked their top 15 priorities.

Interim Community Development Director Matt Griego named the top 3 priorities as follows: Bradner Dam Expansion, Recreation Center Emergency Repairs and Peterson Dam Rehabilitation.

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

7. Resolution No. 14-66 borrowing loan funding from the Waste Water Replacement Reserve Fund.

Utilities Director Garcia advised the governing body the City of Las Vegas Waste Water division would like to transfer money from the Replacement Reserve Fund set up through the Clear Water State Revolving Loan Fund in accordance with the resolution. The loan would have to be fully replenished by the City by terms of the resolution. Utilities Director Garcia read the resolution to the governing body.

Questions were asked about repayment cost and interest and the resolution.

Finance Director Gallegos provided financial information to the governing body regarding the Waste Water Replacement Reserve Fund.

Utilities Director Garcia recommended that the item not be placed as a consent agenda item and he would provide a redlined copy with the changes at the next meeting.

8. Award Bid 2015-10 Solid Waste tipping fees for Municipal Solid Waste (MSA) per ton.

Utilities Director Garcia advised the Solid Waste department went out for competitive bids for tipping fees for municipal solid waste. There were a total of three bids received. Although GGH Wagon Mound was the low bid, the Solid Waste department would like to award to both companies to be able to have Estancia Valley Solid Waste Authority as an alternate. There are instances when Wagon is unable to accept waste due to weather conditions.

Questions were asked as to how many times the department will anticipate using the alternate company.

Utilities Director Garcia advised Estancia Valley has been used a total of approximately five times in the last two years

Questions were asked whether the budget allows for multiple award.

It was recommended the item not be placed as a consent agenda item.

9. Purchase of a 50 ton capacity trailer.

Utilities Director Garcia advised the Water Department seeks to purchase a 50 ton capacity low boy trailer under the NM State Purchasing Agreement Number 30-805-13-10089, expiring September 11, 2015. The cost of the trailer is

\$92,100.00 and has been budgeted for FY 2015. The purpose of the trailer to transport heavy equipment as well as highway relocation of heavy equipment.

Questions were asked how often the Track-hoe has been used that was recently purchased.

Utilities Director Garcia advised that piece of equipment has not been utilized for various projects as because of its size and ability to move and relocated to jobsites.

Discussion took place regarding equipment, maintenance and safety.

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

10. Billing adjustment for Alta Vista Regional Hospital water account.

Utilities Director Garcia advised the governing body the automated meter reading register that was installed at 104 Legion Drive is incorrect because of installation of the meter. The flow through the meter was incompatible with the register which has resulted in a billing error. Due to the error, Alta Vista Regional Hospital is due a credit in the amount of \$54,640.71. Per Resolution #12-06 any credit amount over \$50,000 must be approved by the governing body.

Questions and discussion took place regarding the installment of the meters and the dates the credit applies to.

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

11. Amendment 1 to the URS Contract 2825-14 (RFP 101-35) for the Raw Water Conveyance Project for additional engineering services.

Utilities Director Garcia advised amendment 1 addresses the changes associated with phasing the project to allow construction to begin in 2014. The amount of the amendment is \$1,145,229.00 and will be paid out of funding received for the Raw Water Conveyance project. This amendment 1 to URS contract number 2825-14 with the original pre tax amount of \$325,117.20. Engineering firm URS was hired through RFP 101-35.

Questions were asked about the cost of the amendment and the funding source. Discussion and questions took place regarding the percentage of the estimated construction cost.

Councilor Herrera recommended that Item 11, 12 and 13 are going to have the same questions raised and feel it would be best to not have them on the consent agenda and further review the items prior to the next meeting.

The governing body agreed to have further discussion on the items.

Acting City Manager Martinez advised there were items for Executive Session related to land acquisition, personnel matters and pending litigation.

Councilor Herrera made a motion to go into executive session. Councilor Howell seconded the motion.

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

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

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

EXECUTIVE SESSION

Councilor Howell made a motion to reconvene into Regular Session no action was taken. Councilor Herrera seconded the motion.

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

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

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

Councilor Herrera made a motion to adjourn. Councilor Gurule-Giroñ seconded the motion.

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

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

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

ADJOURN

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, NOVEMBER 19, 2014 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Alfonso E. Ortiz, Jr.

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

ALSO PRESENT: Elmer Martinez-Acting City Manager
Casandra Fresquez-City Clerk
Dave Romero-City Attorney
Eugene Garcia-Sergeant at Arms

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence in memory of a young person from our community who recently lost his life and to keep him in our prayers. Mayor Ortiz, Jr. also mentioned, with Thanksgiving approaching to remember people less fortunate and to try and help them in any way that we can.

APPROVAL OF AGENDA

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

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

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

APPROVAL OF MINUTES

Councilor Herrera made a motion to approve minutes for October 8th and October 15th, 2014. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz, Jr. advised he was recommending Macario Gonzales and Matt Griego to be appointed to the Las Vegas Recreation Advisory Committee.

Councilor Gurule-Giroń inquired if a City employee could be appointed to the committee.

Mayor Ortiz, Jr. clarified that a City employee could be appointed since it was an Advisory Committee.

Councilor Gurule-Giroń made a motion to appoint Macario Gonzales and Matt Griego to the Las Vegas Recreation Advisory Committee. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Vincent Howell	Yes
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Joey Herrera

Yes

Tonita Gurule-Giroń

Yes

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

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Ortiz, Jr. recognized two City of Las Vegas Retirees which were:

Gilbert F. Martinez – Police Officer – 20 years of service

David Eddie Quintana – WW Systems Manager/ Gas Dept. – 25 years of service

Mayor Ortiz, Jr. presented David Eddie Quintana with a plaque in appreciation for his dedication and loyal service to the City of Las Vegas. Gilbert F. Martinez was not present.

City Clerk Fresquez read a Proclamation proclaiming December 13, 2014 as "Robert E. Yara Appreciation Day recognizing Robert E. Yara and the many Men and Women who serve the Armed Forces for their contributions and dedication in the community.

Mayor Ortiz, Jr. spoke briefly on acquiring funding and other issues regarding future repairs to the Recreation Department.

Councilor Gurule-Giroń commented on the importance of the plans and specifications of the Recreation Department repair project.

PUBLIC INPUT

None at this time.

CITY MANAGER'S REPORT

Acting City Manager Martinez advised that Sharon Vandermeer from the EDC would be introducing the new Economic Development Director.

Sharon Vandermeer took the opportunity to introduce Mr. Bill Henderickson as the Executive Director of the Economic Development Department.

Mr. Bill Henderickson thanked the EDC board for the opportunity to serve as Director and advised that he looked forward to working with the City of Las Vegas, the community and the local businesses.

Sharon Vandermeer extended an invitation to the Mayor and Council to meet individually with Mr. Henderickson and herself to talk about their perspectives and ideas for improving employment opportunities in the community.

Councilor Gurule-Giroń had several questions regarding updated Economic Development Plans for the City and the EDC.

Sharon Vandermeer addressed the questions on the status of the Economic Development Plans.

Councilor Howell took the opportunity to welcome Mr. Henderickson and advised that he was looking forward to all the efforts he would put forth to work on improving the community of Las Vegas.

Mayor Ortiz, Jr. recommended that Mr. Henderickson meet Secretary of Economic Department John Varela.

CITY MANAGER'S REPORT

Acting City Manager advised Mayor and Council that he would be meeting with Utilities Director Garcia and Finance Director Gallegos on implementing ideas for improving the City's customer service regarding problems with utility bills and presenting it to Council in the near future.

Discussion took place on issues of the community's needs regarding utility bills and on the Initiative Fund available for the community.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the finance report ending October 2014. Finance Director advised that the revenue for the General Fund was at twenty nine percent and expenditures were at thirty four percent.

Councilor Gurule-Giroń had questions on the Intergovernmental Fund and General Service fund.

Finance Director Gallegos addressed the questions asked by Councilor Gurule-Giroń.

Finance Director Gallegos advised the revenues for Recreation Department were at thirty percent and expenditures came in at thirty percent.

Acting City Manager added that needed adjustments of the Recreation Department staff are being addressed with Human Resource Department.

Finance Director Gallegos advised the Enterprise Funds were at twenty seven percent and expenditures were at twenty five percent.

Discussion took place regarding utility gas rates increases.

Councilor Gurule-Giroń had questions and concerns about the increased revenue for the Solid Waste Department and on the utility billing system.

Acting City Manager Martinez and Finance Director Gallegos addressed the questions and concerns brought up by Councilor Gurule-Giroń.

Discussion took place regarding the maintenance issues on the Solid Waste trash trucks.

Finance Director Gallegos informed Mayor and Council that the budget adjustment resolution on the consent agenda included funding for the land acquisition that was already in place; therefore she deleted the one hundred thousand which brought the budget adjustment resolution to \$1,655,702.

CONSENT AGENDA

City Clerk Fresquez read consent agenda Business Items into the record to include Business Items one through seven.

1. Approval of Resolution 14-67 supporting participation in the all hazards multi-jurisdictional mitigation planning process and adoption of the all hazards multi-jurisdictional mitigation plan.

Due to the length of document a complete copy can be obtained at the City of Las Vegas City Clerk's Office.

2. Approval to Award Request for Bid No.2014-04 for Milk products to Creamland Dairies for Senior Center(s).

3. Approval of Resolution #14-68 Budget Adjustment Resolution.

Resolution #14-68 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 14-68

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2015; and

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds for the purposes of overtime for police department, for purchasing additional equipment, water projects, land acquisition, Las Vegas Day at the Legislature, Fiesta funds to be funded by additional grant funding, local funds, and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2015 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustments meet the requirements as currently determined for fiscal year 2015;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS ____ DAY OF NOVEMBER, 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

4. Approval to award Request for Bid No. 2015-06 for the E. Romero Fire Station Renovation Phase Two-Rebid to Northeastern Construction.

5. Approval of the following selected priorities to be submitted for Legislative consideration: Bradner Dam Expansion, Recreation Community Center Emergency Repairs, and Peterson Dam Rehabilitation.

6. Approval to purchase a 50 ton capacity trailer.

7. Approval of billing adjustment and credit for Alta Vista Regional Hospital.

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

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

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

NEW BUSINESS

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a Transfer of Ownership for Castaneda Bar LLC, DBA Castaneda Bar located at 524 Railroad Avenue Las Vegas, New Mexico 87701, License #0086.

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

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

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

City Attorney Dave Romero asked all who wished to speak on the issue to stand and be sworn in. Casandra Fresquez and Pamela Davis were sworn in.

Pamela Davis informed Mayor and Council that she was in favor of the transfer of ownership regarding Castaneda Bar.

City Clerk Fresquez advised that a transfer of ownership for liquor license was submitted by Castaneda Bar LLC for 524 Railroad Avenue. The Present owner of the license is Marie Tenorio Eldh & Donald P. Eldh.

Councilor Gurule-Giroń made a motion to accept the record proper, to close public hearing and to reconvene into regular session. Councilor Herrera, Councilor Romero and Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Herrera made a motion to approve the application requesting a Transfer of Ownership for Castaneda Bar LLC, DBA Castaneda Bar located at 524 Railroad Avenue Las Vegas, New Mexico 87701, License #0086. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

2. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance #1408 amending the Official Zoning Map from a General Commercial Zone (C-3) to a Mixed Residential Zone (R-3) for property located at 807 Railroad.

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

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

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

City Attorney Dave Romero asked all who wished to speak on the issue to stand and be sworn in. Ken Garcia and Benito Lujan were sworn in.

Planning & Zoning Licensing Supervisor Benito Lujan advised that on October 24, 2014, the Las Vegas Planning & Zoning Commission considered an application submitted by Michael Urioste for an amendment to the zoning map. The proposed amendment would change the property known as 807 Railroad for a C-3 to an R-3 which would allow the purchaser to utilize property as a residential property.

Councilor Gurule-Giroń had several questions on the property of 807 Railroad regarding the quantity of homes and water availability on the property.

Planning & Zoning Licensing Supervisor Lujan and Acting City Manager Martinez addressed the questions and concerns of Councilor Gurule-Giroń regarding 807 Railroad Ave.

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

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

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

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

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

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

Acting City Manager Martinez took the opportunity to commend the Community Development staff on organizing the information on the agenda packets.

Councilor Herrera made a motion to approve to adopt Ordinance #1408 amending the Official Zoning Map from a General Commercial Zone (C-3) to a Mixed Residential Zone (R-3) for property located at 807 Railroad. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

3. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance #14-09 amending the Official Zoning Map from a Multi Family Zone (R-2) to a Mixed Residential Zone (R-3) for property located at 2317 Romero Street.

Councilor Herrera made a motion to conduct a public hearing. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

City Attorney Dave Romero asked all who wished to speak on the issue to stand and be sworn in. Ken Garcia, Benito Lujan and Ashley Aragon were sworn in.

Planning & Zoning Licensing Supervisor Benito Lujan advised that on October 27, 2014, the Las Vegas Planning & Zoning Commission considered an application submitted by Dorothy Aragon for an amendment to the Zoning map. The proposed amendment would change the property known as 2317 Romero Street from an R-2 to an R-3, which would allow purchaser to utilize property.

Councilor Herrera questioned if there were any objections from neighbors on the zoning changes of the property.

Planning & Zoning Licensing Supervisor Lujan advised there were no objections.

Councilor Gurule-Giroñ made a motion to accept the record proper, close public hearing and to reconvene into regular session. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Herrera made a motion to approve to adopt Ordinance #14-09 amending the Official Zoning Map from a Multi Family Zone (R-2) to a Mixed Residential Zone (R-3) for property located at 2317 Romero Street. Councilor Gurule-Giroñ seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

4. Approval/Disapproval of City Manager's recommendation on appointment of a Community Development Director.

Acting City Manager Martinez advised that in accordance with the City of Las Vegas, New Mexico Municipal Charter, Article V, Section 5.07 C, The City Manager shall appoint department Directors, subject to the approval by the Governing Body. The position was advertised, and interviews were conducted for the Community Development Director. Acting City Manager Martinez recommended Lyndsey K. Valdez to be appointed to the position of Community Development Director.

Councilor Gurule-Giroń had questions on the hiring procedures taken.

Acting City Manager Martinez gave a brief overview on the procedure on the hiring process for the Director's position.

Councilor Howell made a motion to approve City Manager's recommendation on appointment of Lyndsey K. Valdez as Community Development Director.

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

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

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

5. Approval/Disapproval of Agreement with the Las Vegas/San Miguel Chamber of Commerce, Inc.

Acting City Manager Martinez advised that the Chamber of Commerce is a non-profit organization whose purpose is to assist the business community. After review of community needs and recent frank discussions between Chamber Board members, Mayor and the City Manager as to the value and necessity of a Chamber of Commerce in Las Vegas, a decision was made to recommend a contract for services.

Acting City Manager Martinez recommended that if the Chamber of Commerce contract would be approved, that it be approved with the condition that it would not be valid until the Chamber of Commerce appointed a legitimate Board of Directors.

Brief discussion took place on membership issues regarding the Chamber of Commerce and the importance of helping the community and the businesses of Las Vegas by supporting the Chamber of Commerce.

Councilor Gurule-Giroñ thanked Mayor Ortiz, Jr., Acting City Manager Martinez and Matt Martinez for their commitment on the negotiations of the contract with the Chamber of Commerce.

Councilor Herrera made a motion to approve the Agreement with the Las Vegas/San Miguel Chamber of Commerce, Inc. with the added condition discussed. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

6. Approval/Disapproval of Resolution #14-66 transferring loan funding from the Waste Water Replacement Reserve Fund.

Resolution #14-66 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 14-66**

A RESOLUTION OF THE CITY OF LAS VEGAS, SETTING FORTH THE PROCESS FOR EXPENDING AND REPLENISHING OF WASTEWATER RESERVE FUNDS.

WHEREAS, the City of Las Vegas has established a Waste Water Replacement Reserve Fund (611) equal to five percent (5%) of the Principal amount loaned and the amount of the loan subsidy granted in the amount of \$819,856; and

WHEREAS, Waste Water Replacement Reserve Fund (611) cash balance is \$924,229.44 and funds are to be used for replacement of parts to ensure the wastewater equipment remains fully operational during the terms of the Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, the Wastewater Division is unable to adequately perform routine and emergency maintenance on the facilities funded under Loan Agreement #1438042 and Loan Agreement #CWSRF 004 unless they are allowed to budget the funds.

WHEREAS, in addition to the Waste Water Replacement Reserve Fund, the City of Las Vegas has also established a Waste Water Reserve Fund (612) equal to one year of debt service payments (\$923,024),

which has accumulated \$778,350). Funds are to be held in reserve for the term of Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, excess cash in the Wastewater Fund (610 and 618) along with excess cash in the Waste Water Replacement Fund in the amount of \$104,373.44 (611) will be moved to the Wastewater Reserve fund (612) so that Fund 612 reflected the specified cash balances.

WHEREAS, the City of Las Vegas Waste Water Division is proposing budgeting 50% of the Waste Water Replacement Reserve funds for the intended use (emergency and routine acquisition and installation of replacement of parts for the infrastructure improvements funded by Loan Agreement #1438042 and Loan Agreement #CWSRF 004; and

WHEREAS, the Waste Water Replacement Reserve Account will be replenished as soon as possible by depositing no less than one-sixth annual increments of the amount expended until fully replenished; and

WHEREAS, so long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City will continue to fund the Replacement Reserve Account and identify this in the Annual Audit.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the City of Las Vegas hereby approves the intended budgeting and expenditure of funds from the Waste Water Replacement Reserve Fund as stated above.

NOW THEREFORE, BE IT FURTHER RESOLVED; the Governing Body of the City of Las Vegas directs staff to transfer the appropriate cash into the Wastewater Reserve Fund (612) from excess cash balances in other Wastewater Funds.

NOW THEREFORE, BE IT FURTHER RESOLVED; that repair and maintenance expenditures in excess of \$50,000 shall require approval from the Governing Body prior to encumbrance.

CITY OF LAS VEGAS

Mayor Alfonso E. Ortiz, Jr.

Utilities Director Ken Garcia advised that the City of Las Vegas Waste Water division would like to borrow money from the Replacement Reserve Fund set up through the Clean Water State Revolving Loan Fund in accordance with the attached resolution. This loan would have to be fully replenished by the City by terms of the attached resolution.

Councilor Gurule-Giroń had concerns pertaining to transferring funds and recommended that the wording on the agenda item regarding Resolution #14-66 be changed from borrowing funds to transferring funds.

Councilor Herrera made a motion to approve Resolution #14-66 transferring loan funding from the Waste Water Replacement Reserve Fund. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

7. Approval/Disapproval to award Bid 2015-10 for Solid Waste tipping fees to GGH Wagon Mound and Estancia Valley Solid Waste Authority as an alternate.

Utilities Director Ken Garcia advised that the City of Las Vegas Solid Waste Division went out for competitive bids for tipping fees for municipal solid waste. There were a total of three bids received. Although GGH Wagon Mound was the low bid, the Solid Waste Division would like to award to both companies, this will allow Estancia Valley Solid Waste Authority to be utilized as an alternate. Utilities Director Garcia clarified to council that the alternate would only be used as an emergency backup if GGH Wagon Mound would not be available.

Brief discussion took place regarding membership fees by the bidders.

Councilor Herrera made a motion to approve to award Bid 2015-10 for Solid Waste tipping fees to GGH Wagon Mound and Estancia Valley Solid Waste Authority as an alternate. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

8. Approval/Disapproval of Amendment 1 to the URS Contract #2825-14 (RFP 101-35) for the Raw Water Conveyance Project for additional engineering services.

Utilities Director Ken Garcia advised that Amendment 1 Addresses the changes associated with phasing the project to allow construction to begin in 2014. The amount of this amendment is \$1,145,229.00 and will be paid out of funding received for the Raw Water Conveyance project. This is amendment 1 to URS contract number 2825-14 with the original pre-tax amount of \$325,117.20. Engineering firm URS was hired through RFP 101-35.

Utilities Director gave a detailed overview of the costs and services and the process of negotiation regarding the agreements with URS.

Mayor Ortiz, Jr. clarified that the funding should be budgeted before getting into an agreement for reason of trying to avoid spending money prematurely.

Councilor Gurule-Giroń commended Utilities Director Garcia on his in-depth explanation and clarification of the process.

Councilor Gurule-Giroń made a motion to approve of Amendment 1 to the URS Contract #2825-14 (RFP 101-35) for the Raw Water Conveyance Project for additional engineering services. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

9. Approval/Disapproval of Amendment 1 to the URS Contract #2716-14 (RFP 101-35) for the Bradner Reservoir Enlargement Project additional services.

Utilities Director Garcia advised that Amendment 1 addresses the additional services related to adding the containment dam and the additional alternatives. These services that have been or will be performed were not included in the Agreement dated August 7, 2013. The amount of this amendment is \$479,831.00 and will be paid out of funding received for the Bradner project. This is amendment 1 to URS contract #2716-13 with the original pre-tax amount of \$1,917,578.00. Engineering firm URS was hired through RFP 101-35.

Councilor Gurule-Giroń made a motion to approve Amendment 1 to the URS Contract #2716-14 (RFP 101-35 for the Bradner Reservoir Enlargement Project additional services. Councilor Romero and Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

10. Approval/Disapproval of Amendment 2 to the URS Contract #2716-13 (RFP 101-35) for the Bradner Reservoir Enlargement Project quarry test blast.

Utilities Director Garcia advised that Amendment 2 is for the test blast attenuation study to evaluate the effect of blasting (if any) on structures located in the vicinity of Bradner Dams and to evaluate the quality of the rock after it is blasted, placed and compacted. These services that have been or will be performed were not included in the Agreement dated August 7, 2013. The amount of this amendment is \$89,000.00 and will be paid out of funding received for the Bradner project. This is amendment of \$1,917,578.00. Engineering firm URS was hired through RFP 101-35.

Councilor Gurule-Giroń made a motion to approve Amendment 2 to the URS Contract #2716-13 (RFP 101-35) for the Bradner Reservoir Enlargement Project quarry test blast. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

COUNCILORS' REPORTS

Councilor Gurule-Giroń thanked Mayor Ortiz, Jr., Council and Acting City Manager Martinez for assisting individuals who are in need of help with utility bills and

commended Acting City Manager Martinez for following up and working with the constituents.

Councilor Howell advised that Bridge Street Businesses had added lights in the area and recommended that the Fire House on Bridge Street should do the same and added that the cost would be minimal.

Councilor Herrera agreed with Councilor Howell's suggestions regarding the lights on Bridge Street and thanked city staff and everyone involved for the hard work in getting a head start on holiday decorations.

Acting City Manager reminded everyone of the Electric Light Parade on December 6th and advised two hours of comp time was being offered for the employees who wanted to help with the float.

Councilor Romero expressed his thoughts on Council and City Attorney working very well together.

Mayor Ortiz, Jr. thanked everyone in their efforts on working together for the community.

Councilor Gurule-Giroń wished everyone a happy Thanksgiving holiday.

Councilor Howell advised that the City needs to focus on our youth and help with issues such as suicide and other issues they might be struggling with.

Acting City Manager Martinez mentioned that the City is working with the Health Council on the Juvenile Delinquency Council in effort to move the program forward.

ADJOURN

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

Vincent Howell	Yes	Tonita Gurule-Giroń	Yes
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Joey Herrera

Yes

David L. Romero

Yes

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU NOVEMBER 30, 2014 - 42% OF YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2015

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2015 % REV
	A	B	C	D	E	
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	
PROPERTY TAX	1,273,369	1,350,000	562,500	1,400,458	136,916	10%
GROSS RECEIPT TAX 1.225	3,525,000	3,550,000	1,479,167	3,637,191	1,442,232	41%
FRANCHISE TAX	800,000	800,000	333,333	824,764	291,464	36%
GROSS RECEIPT TAX .75	2,350,000	2,585,000	1,077,083	2,626,837	948,774	37%
1/8 INFRASTRUCTURE	340,000	350,000	145,833	366,007	144,374	41%
GRT .25 (JAN 2011)	670,000	680,000	283,333	722,647	283,911	42%
LICENSE & FEES	64,000	63,000	26,250	74,942	12,221	19%
INTERGOVERNMENTAL	65,000	65,000	27,083	59,284	31,002	48%
LOCAL-FINES	97,500	87,400	36,417	78,402	30,929	35%
LOCAL-MISC	1,646,080	1,657,930	690,804	1,730,613	663,313	40%
TOTAL	10,830,949	11,188,330	4,661,804	11,521,145	3,985,136	36%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2014 - 42% OF YEAR LAPSED (5 of 12 months)

	<u>Total Budget to Actual Comparison</u>						H (E/B) % BDGT
	A	B	C	D	E	F	
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	
JUDICIAL	271,496	281,456	117,273	263,071	114,755	166,701	41%
EXECUTIVE	469,235	479,970	199,988	469,235	187,893	292,077	39%
ADMINISTRATION	258,329	253,986	105,828	217,378	88,894	165,092	35%
CITY ATTORNEY	205,319	206,938	86,224	205,319	90,045	116,893	44%
PERSONNEL/HR	257,303	253,741	105,725	240,176	108,744	144,997	43%
FINANCE	527,996	572,076	238,365	494,880	231,385	340,691	40%
COMMUNITY DEV.	583,040	466,064	194,193	545,116	179,719	286,345	39%
POLICE	3,872,014	4,074,107	1,697,545	3,671,476	1,595,209	2,478,898	39%
CODE ENFORCEMENT	188,647	167,755	69,898	157,926	66,208	101,547	39%
ANIMAL SHELTER	141,070	129,000	53,750	130,138	53,021	75,979	41%
FIRE	1,297,793	1,320,485	550,202	1,124,984	475,307	845,178	36%
PUBLIC WORKS/PARKS	674,812	755,474	314,781	649,274	253,517	501,957	34%
PARKS	222,394	0	0	222,394	0	0	0%
AIRPORT	0	130,476	54,365	0	45,610	84,866	35%
LIBRARY	203,023	198,041	82,517	200,858	81,437	116,604	41%
MUSEUM	123,937	168,204	70,085	108,928	58,773	109,431	35%
GENERAL SERVICES	1,768,760	1,560,180	650,075	1,677,593	860,546	699,634	55%
SALARY CONTINGENCY	88,000	80,000	33,333	53,562	0	80,000	0%
TRANSFERS	0	485,385	202,244	0	209,107	276,278	43%
TOTAL	11,153,168	11,583,338	4,826,391	10,432,308	4,700,170	6,883,168	41%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU NOVEMBER 30, 2014 -42% OF YEAR LAPSED (5 OF 12 MONTHS)
FISCAL YEAR 2015**

	A	B	C	D	E	G (E/B)
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	115,000	47,917	108,473	33,751	29%
OPEN SWIM	20,000	10,000	4,167	13,275	242	2%
YAFL	10,000	8,000	3,333	6,974	4,394	55%
YABL	16,000	18,000	7,500	20,172	7,659	43%
SUMMER FUN PROGRAM	30,000	30,000	12,500	19,907	2,220	7%
RECREATION-OTHER	37,300	45,300	18,875	40,322	18,263	40%
GEN FUND TRANSFER	450,000	450,000	187,500	450,000	187,425	42%
TOTAL	678,300	676,300	281,792	659,123	253,954	38%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2014 -42% OF YEAR LAPSED (5 OF 12 MONTHS)**

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	
EMPLOYEE EXP.	659,847	681,723	284,051	525,338	252,975	428,748	37%
YAFL	4,000	2,500	1,042	3,791	613	1,887	25%
YABL	4,000	4,500	1,875	2,853	0	4,500	0%
OTHER OPERATING EXP.	94,199	85,750	35,729	63,826	24,174	61,576	28%
CAPITAL OUTLAY	5,901	4,500	1,875	5,129	0	4,500	0%
TOTAL	767,947	778,973	324,572	600,937	277,762	501,211	36%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU NOVEMBER 30, 2014- 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2015**

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) %
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	BUDGET
WASTE WATER (610)	3,125,000	2,761,000	1,150,417	2,635,469	1,150,043	42%
NATURAL GAS (620)	5,121,000	5,522,000	2,300,833	5,694,027	1,046,718	19%
SOLID WASTE (630)	3,270,050	3,133,500	1,305,625	3,167,292	1,391,745	44%
WATER (640)	4,527,131	4,602,850	1,917,854	4,633,602	1,986,966	43%
<i>Total of Enterprise Funds</i>	16,043,181	16,019,350	6,674,729	16,130,390	5,575,472	35%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU NOVEMBER 30, 2014- 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2015**

Budget to

	A	B	C	D	E	F	H (E/B) %
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	BUDGET
WASTE WATER(610)	3,309,206	2,761,000	1,150,417	2,624,480	1,069,747	1,691,253	39%
NATURAL GAS (620)	5,876,448	5,522,000	2,300,833	4,312,178	1,123,481	4,398,519	20%
SOLID WASTE (630)	3,401,769	3,091,854	1,288,273	2,529,004	1,152,812	1,939,042	37%
WATER (640)	3,755,816	4,409,514	1,837,298	3,075,750	1,876,563	2,532,951	43%
<i>Total of Enterprise Funds</i>	16,343,239	15,784,368	6,576,820	12,541,412	5,222,603	10,561,765	33%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/9/14

DEPT: Executive

MEETING DATE: 12/17/14

ITEM/TOPIC: Presentation by the Health Impact Assessment Team Project Coordinator, Pat Leahan.

ACTION REQUESTED OF COUNCIL: No Action

BACKGROUND/RATIONALE: Ms. Leahan will speak on the proposed reintegration center which would be located adjacent to the County Detention Center and will give an update on the health impact assessment findings thus far which are being conducted in the community.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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



**ELMER J. MARTINEZ
ACTING CITY MANAGER**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR**

**PURCHASING AGENT
(FOR BID AWARD ONLY)**

**DAVE ROMERO
CITY ATTORNEY**

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

San Miguel County HIA

From Incarceration to Reintegration

WHAT IS REINTEGRATION? Existing conditions in northeast New Mexico currently include high rates of recidivism at the local detention center, violence (including domestic violence), crime, DWIs, substance abuse and addiction-related issues among detention center detainees and the general community. There is a lack of programming in NE NM to treat addiction, a lack of support for released detainees including employment and educational opportunities, and poor physical and behavioral health resulting from repeated incarcerations.

Formal and comprehensive assistance in helping detainees move from incarceration back into their communities – *reintegration* -- does not exist in this part of the state. An Adult Reintegration Center, which helps detainees transition back into family and community, may be able to help address the above-noted issues and provide an opportunity to increase overall community well-being in the Tri-County area.

The NM Highlands University School of Social Work and the NMHU Foundation, Inc. received a Santa Fe Community Foundation grant (with NM Health Equity Partnership), and partnered with the San Miguel County Detention Center and its Citizen Advisory Committee, the Las Vegas Peace & Justice Center, the San Miguel County Family and Community Health Council, and numerous other community partners to conduct a Health Impact Assessment on reintegration in NE NM.

Why propose a Reintegration Center?

Our communities, which include San Miguel, Mora and Guadalupe Counties, struggle with higher than average rates of unemployment, substance abuse, DWIs, poverty, lack of access to health care and other basic services. These conditions often lead to higher incarceration and recidivism rates, as well as significant health inequities especially for those who are incarcerated.

A NE NM Adult Reintegration Center is proposed as a way to help address these health disparities. Goals of the Center would include reducing recidivism rates (currently 80%), improving overall health and safety of our communities, promoting mutual understanding and respect between the community and detainees and their families, and enhancing community-based partnerships to achieve these goals.

The HIA is currently underway to address the feasibility of a Reintegration Center for this region. The HIA Team partnered with NMHU students to help conduct research to document the potential impacts a Reintegration Center would have on the communities in NE NM.

HIA LEADERSHIP COMMITTEE contact info:

Kimberly J. Blea, HU-CARES Director
 NMHU Center for Advocacy Resources Education & Support
 (505) 454-3445 kjvaldez@nmhu.edu

Pat Leahan, HIA Project Coordinator
 Las Vegas Peace & Justice Center; SM Co. Health Council
 (505) 652-8190 pat.leahan@icloud.com

MEDIA OUTREACH:

Interviews with
 NM Highlands University,
 Las Vegas Optic,
 KFUN/KLVF,
 Community Peace Radio,
 NM Public Radio

Community Partners

San Miguel County Detention Center;
San Miguel County Detention Center Citizen Advisory Committee;
NM DVR NE;
NM Health Equity Partnership;
Human Impact Partners (HIP);
NMHU School of SW;
LV Peace & Justice Center;
El Centro Family Health;
NM DOH
Health Systems Bureau;
NMHU Center for Advocacy Resources Education & Support (HU CARES);
San Miguel County Family and Community Health Council;
Communities of Care;
NM Community Data Collaborative;
United World College-USA;
Santa Fe
Community Foundation;
Luna Community College Montanes del Norte Area Health Education Center;
Alumbra Women's Health and Maternity Care Clinic;
Noches de Familia;
Law Enforcement;
Community Non-Profits and Service Providers;
Current and Former Detainees and their Families;
Local Community Organizers;
Military Veterans;
Local Businesses;
Representatives from the San Miguel County Commission,
Mora County Commission,
Las Vegas City Council;
and others

THANK YOU

HIA Scope

The focus of our HIA is to assess the impacts that a Northeast NM Adult Reintegration Center would have on:

- Those who are incarcerated at the San Miguel County Detention Center now and in the future;
- The families of those who are incarcerated; and
- The residents of San Miguel, Mora and Guadalupe Counties located in the northeastern part of New Mexico.

Our HIA Team and Community Partners have prioritized looking at how the proposed Adult Reintegration Center would affect these three HEALTH DETERMINANTS:

1. Addiction
2. Violence
3. Recidivism

For example, we are looking at what impacts the proposed Center would have on rates of substance abuse and related impacts to employment, family cohesion, and DWIs; prevalence of violence such as domestic violence and violence associated with other crimes; and rates of recidivism which impact employment opportunities, education, and individual, family and community health.

Description of the Adult Reintegration Center

The proposed Adult Reintegration Center --

- Would be located in the NE region of NM
- Would initially serve 12 selected detainees separately from the general San Miguel County Detention Center population
- Would provide treatment for substance abuse, behavioral health issues, and co-occurring disorders
- Would provide general education, vocational training, parenting classes, life skills training, and other programming critical for successful post-incarceration reintegration into the community
- Would be based on the foundation of Restorative Justice practices
- Would include up to 2 years of follow-up case management after release
- Would ideally expand to eventually include comprehensive, fully-integrated, community-based services in NE NM

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/9/14

DEPT: Executive

MEETING DATE: 12/17/14

ITEM/TOPIC: Out of State Travel

ACTION REQUESTED OF COUNCIL: Approval/Disapproval for out of state travel for Management negotiating team members Victoria Lovato and Andrew Quintana to attend Employee Relations Law Seminar in Newport Beach, CA.

BACKGROUND/RATIONALE: Primary members of the city's Management negotiating team will receive certification in employee relations. This certification will aid in the City's overall knowledge of how to better address any and all employment matters as well as being able to help reduce the need of professional services.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)



Training » Calendar » eNewsletter » Bookstore About » Info » Services » Login »



Course/Product Description

Title: **Certificate In Employee Relations Law Seminar**

SKU: SE-1162857

Format: Seminar

Order: Qty: [Add To Cart](#)

Metropolitan Area: Newport Beach

Event Venue: Hyatt Regency Newport Beach

Address: 1107 Jamboree Road
Newport Beach, CA 92660

Contact Phone: 949-729-1234

Starting Date / Time: 3/2/2015 - 8:00am-4:00pm

Other Options: [View Other Cities And Dates](#)

Description:



The Certificate In Employee Relations Law seminar provides the most comprehensive, practical, and up-to-date employment law training available.

This 4½ day seminar provides best practices, Insights, and Information on the full range of employee relations law issues. It is thorough and practically oriented, and covers all facets of employment law.

And best of all: you will learn how to avoid costly employment problems - while improving your employee relations and professional performance!

Taught by leading employment law attorneys from law firms such as Sherman & Howard, Paul Hastings, Littler Mendelson, King & Spalding, and Franczek Radelet, you will learn practical implications of the law and what steps participants can take on the job to cope with the complex requirements of the various laws and regulations, including:

- A comprehensive understanding of all of today's significant employment laws and regulations, and the ability to know what to do about them in their own workplace.
- The skills to recognize and deal with problem situations. Subjects include coping with federal and state regulatory agencies and their requirements, compliance reviews and agency injunctions, negotiating and settling complaints, and minimizing exposure to litigation by learning what steps and policies to implement in the workplace.
- Complete information regarding current and expected future regulations, enabling your organization to anticipate and plan for the future.

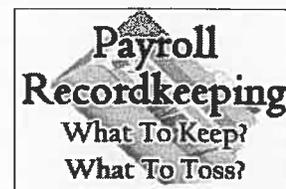
Benefits

Tens of thousands of past participants have told us that participating in the seminar:

- Improves on-the-job performance and skills...Immediately



[Exchanges: The Future of Health Insurance](#)



[Payroll Records: What To Keep, What To Toss](#)



[Employee Handbooks: Required Changes for 2015 And The 12 Most Common Mistakes](#)



[Time Management for HR Professionals](#)

How To Keep HR From Being The



[How To Keep HR From Being The Employee Complaint Department](#)

- Provides virtually all the information needed to function effectively in the employment law aspect of a job
- Increases confidence in dealing with complex employee relations law issues
- Helps participants to deal more pro-actively with employee relations law issues
- Enables participants to take concrete and specific actions to substantially reduce their organization's downside risk to expensive, time-consuming and risky litigation
- Increases the participant's value to their organization
- Provides participants with an excellent environment to meet colleagues and share ideas

Agenda

The seminar is divided into three "blocks" of instruction. Block I (Monday-Tuesday) covers labor law in the union/non-union workplace. Block II (Wednesday-Thursday) is Employment Discrimination Law. Block III (Friday) deals with special issues. Course content includes:

- Overview of Laws Governing the Employer-Union Relationship
- Practical Guidance for Managing Non-Unionized Employees
- Changes in the Law and How they Affect You — The Election Process
- Collective Bargaining
- Strikes and Picketing Activity
- Operating Under a Collective Bargaining Agreement
- Successorship and the Law
- Ending the Union Relationship
- Various theories of sex discrimination, including such issues as pregnancy discrimination, employee benefits design and equal pay
- Sexual and other types of harassment, investigations and policies employers need to mitigate their risk of liability
- Trends in protecting the rights of persons based on sexual orientation
- Religious discrimination issues, including employer obligations to accommodate employees' religious practices
- Strategies and Practical Advice for Dealing with Issues Under the Americans with Disabilities Act and the Family and Medical Leave Act
- An Update on Developments in the Law Under the Age Discrimination in Employment Act
- Resolving Discrimination Claims Without Litigation
- Litigating Discrimination Claims
- An Examination of Affirmative Action
- Wage and Hour Issues
- Wrongful Discharge Litigation
- Employment-Related Tort Litigation
- Alternative Dispute Resolution
- Substance Abuse in the Workplace
- Workplace Privacy Claims
- Protecting Confidential Information

Included Materials

You will receive specially-prepared reference materials that serve as valuable on the job desktop reference manuals.

Class Hours

Monday-Thursday 8:00am-4:00pm. Friday 8:00am-12:00pm.



Continuing Education Credit

This program has been approved for:

- 29.75 HR(general) recertification credit hours toward PHR, SPHR, and GPHR
- 29.75 Continuing Education Credits towards CEBS recertification
- CSP, TSC and CSC recertification credits from the American Staffing Association
- HCS, SWP and MHCS recertification credits from the Human Capital Institute
- Continuing Legal Education in the states listed below.

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Basics Of Affirmative Action Planning



PTO Best Practices



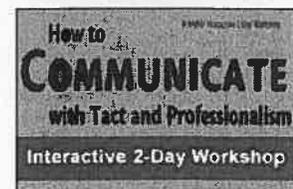
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How To Get Results Without Authority



How To Communicate With Tact And Professionalism

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CLE
California: 29.75
New Jersey: 29.75
New York: 29.75
Pennsylvania: 29.5

CEBS
All US States: 29.75

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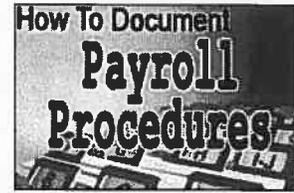
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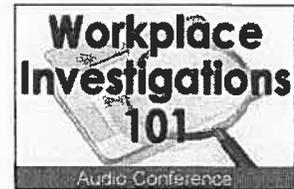
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Change Management	HR Personnel Forms	Retirement Plans Webcast
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COBRA Administration Training	Human Resources Certifications	Safety Training Videos, Manuals, & More!
COBRA Certification Training	Human Resources Policies	Six Sigma Training Courses
COBRA Employment Requirements	Human Resources Management	Social Media Marketing Strategies
Compensation	Human Resource Management Issues	Strategic Thinking/Planning
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Compliance Review Seminars	Interpersonal Skills	Training Seminars For ADA Requirements
Construction Safety Training	Internal Investigations Training Programs	Training For Section 125/Cafeteria Plan
DISC Assessments & Training Courses	Job Descriptions	Training For HR Laws And Regulations
Disability/Leave Management	Labor Law Training	Training At Workers Compensation Seminars
Employee Handbooks	Labor Law Posters / Safety Posters	Training Courses For HIPAA Certification
Employment Law Seminars	Lab Safety Training	PowerPoint Training
Employment Law Training	Leadership	Workers' Compensation
Excel Training	Legal / Compliance	Workers Compensation Claims
FaceBook Training: Creation, Marketing, And Maintenance	Lean Six Sigma Training	Workers Compensation Webinars
Fleet Safety Training	Lockout Tagout Training	Workers' Compensation Training
FLSA / Wage & Hour	Microsoft Word Training	Workforce Training
FMLA	Onboarding Training / Onboarding Programs	WorkPlace Safety Training
FMLA Training Webinars	Training For New Managers And Supervisors	Workplace Signs And Posters
General HR Training	OSHA Training	Web Based HIPAA Training Online
HazMat Training	OSHA Courses For Compliance Training	Reinstate COBRA Insurance Coverage
HazWoper Safety Training	Payroll Training	Retirement Plan Administration
Healthcare Compliance Training	Payroll Certification Programs	Webinar For COBRA Administration
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HIPAA Compliance Training Rules	Protect Management Training	Syndicated Content
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Andrew Quintana - andrewq@ci.las-vegas.nm.us			
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Dec 8
17th



Albuquerque, NM to Orange County/Santa Ana, CA

Air

Total Price: \$570.40

ITINERARY

DEPART MAR 1 SUN	06:45 PM	Depart Albuquerque, NM (ABQ) on Southwest Airlines	Flight #263 Southwest	Sunday, March 1, 2015 Travel Time 4 h 25 m (1 stop, includes 1 plane change) Wanna Get Away
	08:15 PM	Arrive In Oakland, CA (OAK)	WiFi available	
	08:50 PM	Change ✈️ to Southwest Airlines in Oakland, CA (OAK)	Flight #991 Southwest	
	10:10 PM	Arrive In Orange County/Santa Ana, CA (SNA)	WiFi available	
RETURN MAR 5 THU	06:25 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #235 Southwest	Thursday, March 5, 2015 Travel Time 3 h 55 m (1 stop, includes 1 plane change) Wanna Get Away
	07:25 PM	Arrive In Las Vegas, NV (LAS)	WiFi available	
	09:00 PM	Change ✈️ to Southwest Airlines in Las Vegas, NV (LAS)	Flight #1447 Southwest	
	11:20 PM	Arrive In Albuquerque, NM (ABQ)		

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Depart	ABQ-OAK-SNA	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points 	2	\$285.20
Return	SNA-LAS-ABQ	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points 	2	\$285.20
<p>Enroll in Rapid Rewards and earn at least 1340 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.</p> <p>You can't find this great fare on any other website. Southwest fares are only on southwest.com®.</p>				Subtotal	\$570.40 Fare Breakdown
<p>1st and 2nd Checked Bags Fly Free®* *Weight and size limits apply.</p>				Bag Charge	\$0.00

Air Total:
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Total After Statement Credit: \$470.40

Total cost
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Newport Beach, California, 92660, USA

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2 Rooms : 2 Double Beds [Room Details](#)
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2 Adults / No Child

4 Nights : Sun Mar 1 - Thu Mar 5 [View Details](#)

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Hotel Currency

Average Daily Rate 169.15 USD

Subtotal 676.60 USD
(4 Nights / 2 Rooms)

Additional Fees & Taxes

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City Tax 20.30 USD
Resort Fees 76.00 USD
Ca Tourism Fee 0.68 USD
Total Per Room 841.24 USD

Total Per Room 841.24 USD

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after first card purchase
plus TWO FREE NIGHTS

Total	841.24
Statement Credit	- 50.00
after 1st purchase	791.24

[LEARN MORE & APPLY INSTANTLY](#)

This reservation will be held while you learn more

Special Requests

Additional Information

Terms & Conditions

Cancellation of this reservation is subject to the hotel cancellation policy.
Full Prepayment Required/Non Refundable

Deposit Policy
Deposit Required By November 17, 2014. Deposit By Credit Card Required. 4 Night(S) Deposit Will Be Charged To Credit Card.

* I accept the cancellation and deposit policies stated above. I also confirm that I have read and agreed to the use of the personal information I am providing in accordance with the [Global Privacy Policy](#).

Book Reservation

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 2 December 2014

DEPT: Police

MEETING DATE: 17 December 2014

ITEM/TOPIC: Request to award Proposal for The Las Vegas Police Department gasoline fleet maintenance repair contract.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award the proposal to D.A.G. Enterprise of NM, LLC, who met the Police Department required criteria.

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: The Las Vegas Police Department is requesting approval to award the proposal to D.A.G. Enterprise of NM, LLC.

COMMITTEE RECOMMENDATION: None

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



Eugene Garcia
Deputy Chief of Police

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
ACTING CITY MANAGER

Ann Marie Gallegos
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is initialed by City Mngr., Review and Sign)

**SELECTION COMMITTEE RESULTS
FOR THE CITY OF LAS VEGAS/ CITY OF LAS
VEGAS POLICE DEPARTMENT GASOLINE FLEET
REPAIR SERVICES**

COMPANY NAME	D.A.G. ENTERPRISES
Reviewer 1	99
Reviewer 2	90
Reviewer 3	88
AVERAGE TOTALS	92%

NOTES: We received 1 Request for proposal and interviewed vendor. Interviews took place on November 13, 2014 at 10:00 a.m. at the City of Las Vegas Police Department Training Room.

We are recommending that D.A.G. Enterprises be awarded the Proposal.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/04/14

DEPT: Finance

MEETING DATE: 12/17/14

ITEM/TOPIC: RESOLUTION #14-71 BUDGET ADJUSTMENT RESOLUTION

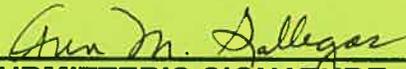
ACTION REQUESTED OF COUNCIL: APPROVAL/DISAPPROVAL OF BUDGET ADJUSTMENT RESOLUTION #14-71.

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: APPROVAL

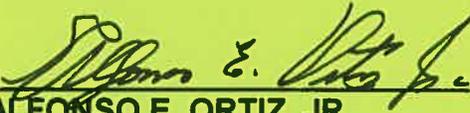
COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN M. GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is initialed by City Mngr., Review and Sign)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 14-71

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2015; and

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds for the purposes of supplies and equipment for fire department,, for maintenance and repair for waste water, and other water projects funding, to be funded by additional grant funding, local funds, and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2015 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustments meet the requirements as currently determined for fiscal year 2015;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS ____ DAY OF DECEMBER, 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/5/2014

DEPT: Public Works

MEETING DATE: 12/17/2014

ITEM/TOPIC: Bid #2015-1~~0~~⁴ for the Rough Rider Museum Roofing Improvements.

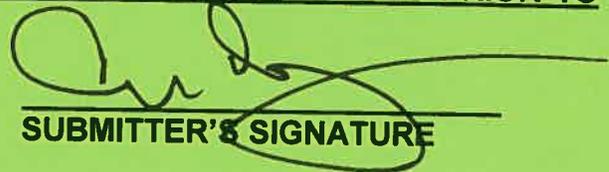
ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Rough Rider Museum Bid #2015-1~~0~~⁴

BACKGROUND/RATIONALE: Bids for construction were opened on December 4th, 2014. Four (4) offerors submitted bids of which Everguard Roofing, LLC was that offeror which met all specifications and licensing requirements as certified by the architect. The bid was in the amount of \$13,880.00 plus applicable NMGR.

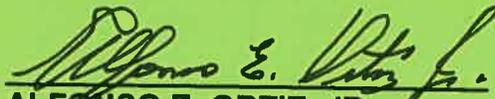
STAFF RECOMMENDATION: Award bid to lowest qualified offeror - Everguard Roofing, LLC.

COMMITTEE RECOMMENDATION: N/A

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

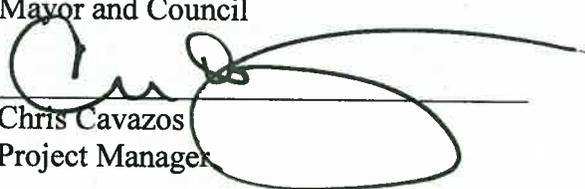


CITY OF LAS VEGAS

MAYOR ALFONSO E. ORTIZ, JR.

MEMORANDUM

TO: Mayor and Council

FROM: 
Chris Cavazos
Project Manager

THRU: _____
Elmer Martinez
Acting City Manager

DATE: December 5, 2014

RE: Bid Award of the City of Las Vegas Rough Rider Museum Roofing Improvements (Base Bid) Bid #2015-14

Competitive sealed bids were opened on December 4th, 2014, for the Rough Rider Museum Roofing Improvements Project.

Pursuant to the request for bids, and the scheduled bid opening, the City of Las Vegas received four responsive bids. The bids were received from New Image Construction Inc., from Ribera, New Mexico, Northeastern Construction, from Las Vegas, New Mexico, Franken Construction Company, Inc., from Las Vegas, New Mexico and Everguard Roofing, from Albuquerque, New

TONITA GIRON-GURULE
Councillor, Ward 1

VINCE HOWELL
Councillor, Ward 2

JOEY HERRERA
Councillor, Ward 3

DAVID L. ROMERO
Councillor, Ward 4

Mayor and Council
December 5, 2014
Page 2

Mexico. The bid, licenses, and bonds were certified by the attached architect letter of recommendation.

The scope of this project includes the removal and replacement of roof membrane (tear-off) wood decking, roof insulation, painting and concrete sidewalk repair.

This project is being funded by the Capital Improvement Fund, designated in the Public Works Department budget for fiscal year 2014/15.

At this time, the Public Works Department is requesting that Mayor and Council consider awarding the construction bid for the Rough Rider Museum Roofing Improvements Project (base bid) to Everguard Roofing, of Albuquerque, New Mexico, in the amount of \$14,999.08; which includes NMGRT.

Should you have any questions regarding this bid, prior to the scheduled City Council Meeting, please advise this office at your convenience.

xc: Elmer Martinez, Acting City Manager
Rough Rider Museum Roofing Improvements

December 5, 2014

Re: Rough Rider Museum Roofing Improvements
Bid Recommendation

Mr. Chris Cavazos, Project Manager
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

Dear Mr. Cavazos:

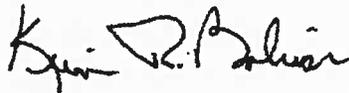
We opened bids for the Rough Rider Museum Roofing Improvements on December 4. The project includes miscellaneous sidewalk repair as well as roof membrane and deck replacement over the portal. We received four bids. All of them met the bid requirements. The results are (without gross receipts tax):

Everguard Roofing, LLC	\$13,880.
Northeastern Construction	\$20,090.
New Image Construction	\$21,400.
Franken Companies	\$27,500.

The qualified low bidder, Everguard Roofing, has the necessary license to complete the work. The bid is within \$1,000 of our opinion of construction cost.

We recommend that a contract for construction be awarded to Everguard Roofing for the amount of \$13,880 plus tax of \$1,119.08 for a total award of \$14,999.08.

Sincerely,



Kevin R. Balciar, AIA

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/5/2014

DEPT: Public Works

MEETING DATE: 12/17/2014

ITEM/TOPIC: Bid #2015-15 for the Carnegie Library Repairs.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Bid # 2015-15 for the Carnegie Library Repairs.

BACKGROUND/RATIONALE: Bids for construction were opened on December 4th, 2014. Four (4) offerors submitted bids of which New Image Construction was that offeror which met all specifications and licensing requirements as certified by the architect. The bid was in the amount of \$13,800.00 plus applicable NMGRT.

(See attached correspondence)

STAFF RECOMMENDATION: Award bid to lowest qualified offeror-New Image Construction.

COMMITTEE RECOMMENDATION: N/A

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER MARTINEZ
ACTING CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

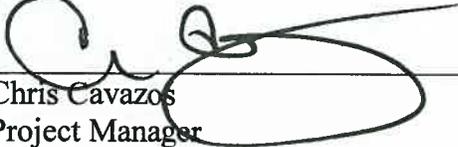


CITY OF LAS VEGAS

MAYOR ALFONSO E. ORTIZ, JR.

MEMORANDUM

TO: Mayor and Council

FROM: 
Chris Cavazos
Project Manager

THRU: _____
Elmer Martinez
Acting City Manager

DATE: December 5, 2014

RE: **Bid Award of the City of Las Vegas Carnegie Library Repairs Project (Base Bid) Bid #2015-15**

Competitive sealed bids were opened on December 4th, 2014, for the Carnegie Library Repairs Project.

Pursuant to the request for bids, and the scheduled bid opening, the City of Las Vegas received four responsive bids. The bids were received from JAE Construction of Las Vegas, New Mexico, Franken Construction Company of Las Vegas, New Mexico, New Image Construction Inc., from Ribera, New Mexico, and Northeastern Construction from Las Vegas, New Mexico. The bid, licenses, and bonds were certified by the attached architect letter of recommendation.

TONITA GIRON-GURULE
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOEY HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Mayor and Council
December 5, 2014
Page 2

The scope of this project includes the removal of carpet, patch concrete steps and re-anchor the handrails, repair wooden columns, repair the wood trim above and between columns and tuck point the masonry on the southeast corner.

This project is being funded by the Capital Improvement Fund, designated in the Public Works Department budget for fiscal year 2014/15.

At this time, the Public Works Department is requesting that Mayor and Council consider awarding the construction bid for the Carnegie Library Repairs Project (base bid) to New Image Construction of Ribera, New Mexico, in the amount of \$14,912.63; which includes NMGRT.

Should you have any questions regarding this bid, prior to the scheduled City Council Meeting, please advise this office at your convenience.

xc: Elmer Martinez, Acting City Manager
Carnegie Library Repairs



December 5, 2014

Re: Carnegie Library Repairs
Bid Recommendation

Mr. Chris Cavasos, Project Manager
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

Dear Mr. Cavasos:

We opened bids for the Carnegie Library Repairs on December 4. We received four bids, only three met the bid requirements. The results are (without gross receipts tax):

New Image Construction	\$13,800.
Northeastern Construction	\$24,090.
Franken Companies	\$38,182.

A fourth bidder, JAE Construction, failed to submit the Campaign Contribution Disclosure, failed to complete the required bid form, and failed to supply a NM Resident Certification Number.

The qualified low bidder, New Image Construction, has worked with the City of Las Vegas previously. The bid is within \$800 of our opinion of construction cost.

We recommend that a contract for construction be awarded to New Image for the amount of \$13,800 plus tax of \$1,112.63 for a total award of \$14,912.63.

Sincerely,

Kevin R. Balcia, AIA

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/8/14

DEPT: Utilities Dept.

MEETING DATE: 12/17/14

ITEM/TOPIC: Providing water service to Mr. & Mrs. Esequiel Mascareñas off of the East Loop water line.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to provide water service to Mr. & Mrs. Mascareñas.

BACKGROUND/RATIONALE: The East Loop water line up to Zeamway Road will be completed the first week of January 2015.

Mr. Mascareñas purchased a water tap from Mr. Jeff Salman and has paid all fees. Staff is requesting permission to serve Mr. & Mrs. Mascareñas off the new water line.

STAFF RECCOMENDATION: Approval to provide service.

COMMITTEE RECOMMENDATION: This item will be discussed at the December 9, 2014 regular Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER MARTINEZ
ACTING CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

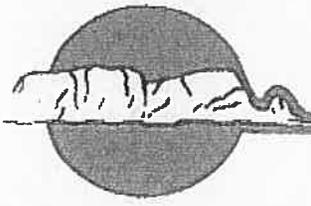


SUBMITTER'S SIGNATURE

ANN MARIE GALLEGOS
FINANCE DIRECTOR

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.
Mayor

July 1, 2014

Esequiel A. Mascarenas
127 NM 250 Airport Road
Las Vegas, NM 87701

RE: INFORMATION REQUEST

Our current construction schedule shows that potable water should be available for your tap along NM Highway 250 during the month of October 2014. This schedule is dependent upon factors such as weather and staffing. Please be aware that this date is subject to change.

It is understood that you may purchase a single ¾" residential water tap from Mr. Jeff Selman, to comply with *CITY OF LAS VEGAS RESOLUTION NO. 06-11, MORATORIUM OUTSIDE-CITY LIMITS*. Once an executed bill of sale is presented to the City, and the water is available, you will be able to apply for and receive a water tap.

The property may be subject to City subdivision requirements. Therefore, I am copying Community Development with this correspondence.

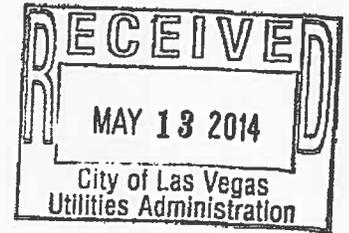
We look forward to working with you on this matter. Should you wish to discuss this further, please contact me at 429-3314.

Sincerely,

Don W. Cole
Water Systems Manager

Cc: Lucas Marquez, Interim Community Development Director
Ken Garcia, Utilities Director
File

May 13, 2014



Ken Garcia, City of Las Vegas

I am attaching copies of paperwork Mr. Salman made for the tap we are purchasing from him to be able to hook up city water at my sons place on 127 NM 250 Airport Road. Mr. Don Cole and another engineer I spoke to but cant say his name (something like Mafassa Chusse?) and they referred me to Mr. Salman and told me that buying a water tap was the only way to hook up to city water.

Please let me know if this is all you will need so that we can proceed with the sale.

Thank you.

Hazel Mascarenas/Esequiel Mascarenas
505-426-4382



CITY OF LAS VEGAS

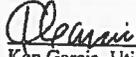
1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701 • 7031 • 505 454 4401 • FAX 505 425 7335

ALFONSO E. ORTIZ, JR.
Mayor

MEMORANDUM

TO: Esequiel A. Mascarenas
127 NM 250 Airport Road
Las Vegas, NM 87701

FROM: 
Don W. Cole, Water Systems Manager

THRU: 
Ken Garcia, Utilities Director

DATE: April 7, 2014

RE: **REQUEST FOR WATER SERVICE**

The City has received your request for water service at 127 NM 250 Airport Road.

Based upon the attached information, it has been determined that the above mentioned address is outside of city limits. Therefore, *CITY OF LAS VEGAS RESOLUTION NO. 06-11, MORATORIUM OUTSIDE-CITY LIMITS* applies.

In accordance with the resolution, "*SECTION 1. No municipal water service connection outside of the City limits shall be approved by the City of Las Vegas, New Mexico, for any user until said potential user provides an executed water rights transfer to the City of Las Vegas of water rights originating from the Gallinas Water Basin or the transfer of Storrie Lake water shares.*"

And

"Section 1a. Any transfer of water rights must be, at a minimum equal to plus 1/2 of the estimated annual use of the proposed user. Any changes or significant increases after the proposed use is not acceptable, and subject to review."

If you have any questions or concerns please feel free to contact me at 429-3314.

Xc: Utilities Director
File

TONITA GURULE-GIRON
Councillor, Ward 1

VINCE MCWELL
Councillor, Ward 2

JOSEPH "JOEY" HERRERA
Councillor, Ward 3

DAVID L. ROMERO
Councillor, Ward 4

**CITY OF LAS VEGAS
RESOLUTION NO. 06-11
MORATORIUM OUTSIDE-CITY LIMITS
(Amendment to Resolution 99-44)**

WHEREAS, New Mexico State Statutes, Section 3-27-8, NMSA, 1978 as amended, gives a municipality the option to furnish or sell water to persons, associations or legal entities, including governmental agencies and political subdivisions situated outside of the corporate limits of the municipality; and

WHEREAS, municipalities may contract for the sale of municipal water upon terms and conditions acceptable to the municipality; and

WHEREAS, the allocation of financial resources for capital investments are legislative decisions which are made by locally elected officials; and

WHEREAS, the City of Las Vegas wishes to promote infill development; and

WHEREAS, the City of Las Vegas wishes to update and consolidate all formal policies and resolutions on water service requests outside its City limits; and

WHEREAS, the demands for, and usage of municipal water service has increased substantially; and the City faces a long term drought; and

WHEREAS, requests for water service outside the City limits is occurring at a rate that, if granted, will have a detrimental impact on the City's ability to provide water to its residents; and

WHEREAS, the City of Las Vegas declares its service boundaries defined on Attachment "A"; and boundaries

WHEREAS, the City reserves the right to determine rates for water services outside the

**PAGE 2/MORATORIUM
AMENDING RESOLUTION**

WHEREAS, there is pending litigation regarding water rights and until such time as this is resolved, the City of Las Vegas will not know how much water is available for additional growth;

WHEREAS, the City is experiencing an extended drought that is affecting its capability to meet present demands of its customers; and

WHEREAS, the City of Las Vegas intends to amend Water Ordinance No. 84-2, Section 17-1-24 and 17-1-25; and

NOW THEREFORE BE IT AND IT HEREBY IS RESOLVED by the Governing Body of the City of Las Vegas that;

SECTION 1. No new municipal water service connection outside of the City limits shall be approved by the City of Las Vegas, New Mexico, for any user until said potential user provides a executed water rights transfer to the City of Las Vegas of water rights originating from the Gallinas Basin or the transfer of Shurtle Lake water shares.

SECTION 1.a. Any transfer of water rights must be, at a minimum equal to plus 1/4 of the estimated annual use of the proposed user. Any changes or significant increases after the proposed is not acceptable, and subject to review.

SECTION 1.b. All applications for water rights transfer must be submitted to the Utility Committee for review and recommendation, then to the Governing Body for final approval.

**PAGE 3/MORATORIUM
AMENDING RESOLUTION**

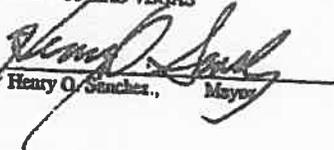
corporate limits of the City of Las Vegas, including taps off the MDF waterline, until the City
~~lifts this moratorium~~, with the following

exceptions:

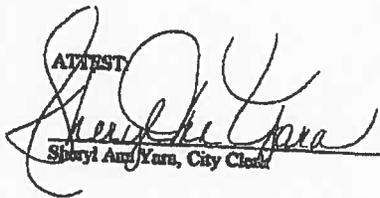
- A. Subdivisions initiated through the City's Zoning office and approved prior to February 15, 1995;
- B. Unexpired Easements with water tap guarantees granted or approved prior to date hereof;

PASSED, APPROVED AND ADOPTED this 17th day of April, 2005.

CITY OF LAS VEGAS


Henry O. Sanchez, Mayor

ATTEST


Sheryl Ann Yarn, City Clerk

REVIEWED AND APPROVED AS TO FORM:

LETTER OF INTEREST

ATTN: Ken Garcia, Utilities Director

I, Esequiel A. Mascarenas, owner of property described on attached survey, am interested in hooking up to the city water now that the pipeline is passing in front of my property on Airport Road. I have been hauling city water for the past 7 1/2 years. I know of several people around my area who have city water illegally but now that I might have the chance to get city water I would like to be considered. I have three small boys who have to drink bottled water just to be safe.

If you have any questions you can call me or my mother, who has my permission to talk to you in my behalf, at 505-426-4382. Also, if a meeting needs to be set up please let us know.

Thank You.

Esequiel A. Mascarenas
127 NM 250 Airport Road
Las Vegas, NM 87701

3/25/14



PARCEL "B"
 SURVEYED BY WINSTON &
 ASSOCIATES, INC.
 DRAWING NO. 97016



A CERTAIN TRACT OF LAND LOCATED NORTH OF CITY OF LAS VEGAS BEING A PORTION OF THE 27.06 ACRE TRACT No. 8, AS SHOWN ON DRAWING 1998-019, PREPARED BY P. DAVID ARCHULETA & ASSOCIATES, INC. AND PORTION OF THE 5.84 ACRE PARCEL A-3 AS SHOWN ON DRAWING No. 1998-058, SAN MIGUEL COUNTY, WITHIN THE LAS VEGAS LAND GRANT, AS SHOWN ON P. DAVID ARCHULETA - ARCHULETA LAND SURVEYING DRAWING NO. 2005-116, CONTAINING 10.000 ACRES MORE OR LESS, WITHIN SECTION 1, TOWNSHIP 16 NORTH, RANGE 16 EAST., N.M.P.M.

PLAT OF REFERENCE:

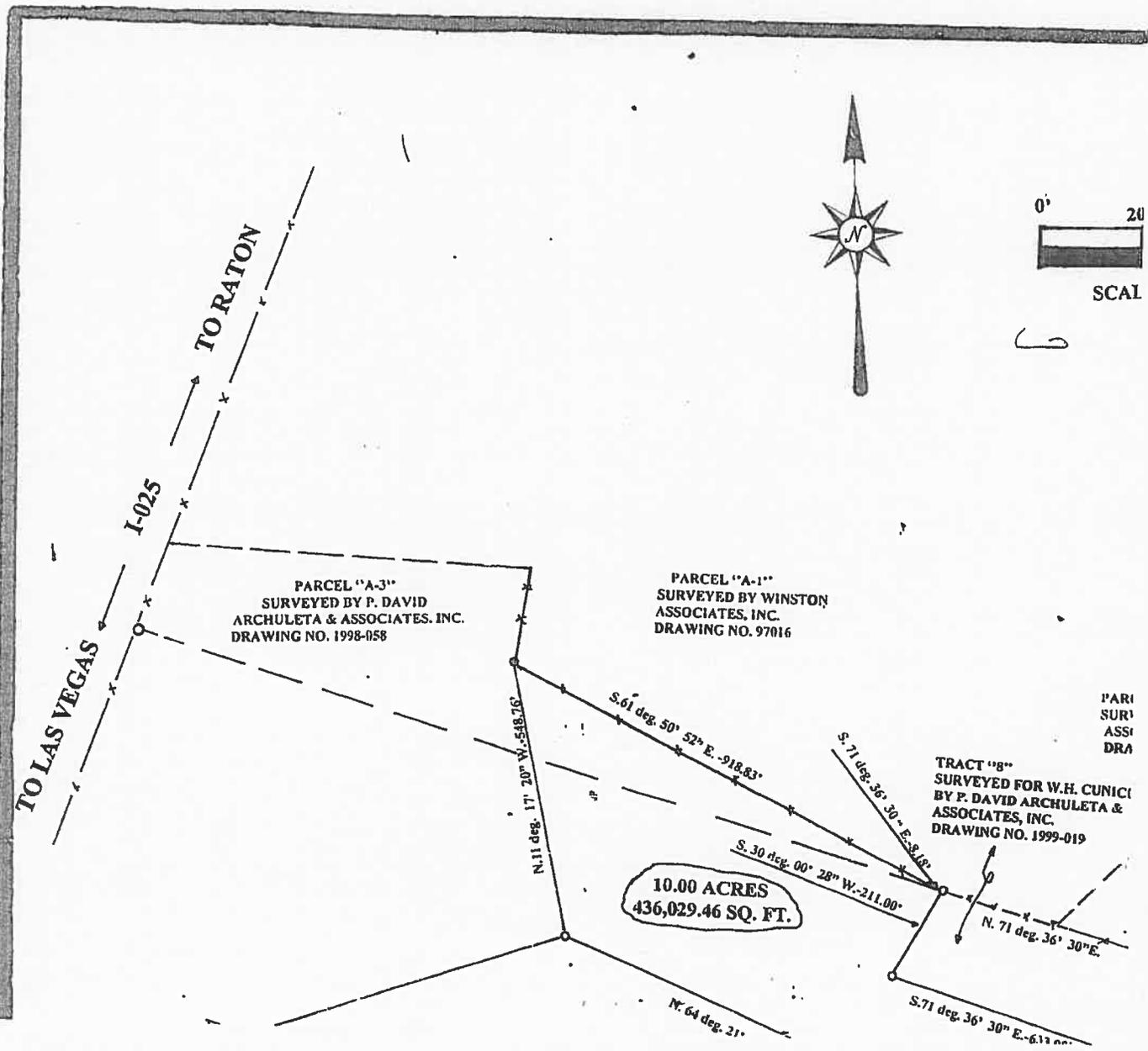
- [1] ALTERATION OF PARCEL BOUNDARIES PREPARED FOR W.H. & WILMA CUNICO PREPARED BY P. DAVID ARCHULETA & ASSOCIATES, INC., DRAWING NO. 1998-058, FILED IN BOOK 33, PAGE 130, DATE OCT. 16, 98, SAN MIGUEL COUNTY, NEW MEXICO.
- [2] PROPERTY SURVEY PLAT PREPARED FOR WILLIAM CUNICO PREPARED BY P. DAVID ARCHULETA & ASSOCIATES, INC. DRAWING NO. 1998-019, DATE 1996, 1997 & 1998, SAN MIGUEL COUNTY.

DEED OF REFERENCE:

- [1] WARRANTY DEED : FROM RUDOLFO J. AND MARILYN L. GONZALES TO W. H. AND WILMA CUNICO RECORDED IN BOOK 224, PAGE 2098, SAN MIGUEL COUNTY, NEW MEXICO.
- [2] GRANT OF EASEMENT FROM W. H. CUNICO AND WILMA CUNICO TO PUBLIC SERVICE COMPANY OF NEW MEXICO.

SURVEYOR'S NOTE'S:

- [1] - Q - DESIGNATES " SOUTH MESA S.E.O. 1973 "
- [2] O - DESIGNATES 1/2" C.L.P. P.L.S. 10261 SET.
- [3] O - DESIGNATES 1/2" C.L.P. P.L.S. NO. 10261 FOUND USED.
- [4] O - DESIGNATES 5/8" C.L.P. P.L.S. NO. 6999 FOUND USED.
- [5] THE BOUNDARY LINES OF SAID TRACTS OF LAND AS SHOWN HEREON WERE BASED ON DEED OF REFERENCE NO. 1 AND PLAT OF REFERENCE 1 & 2 AS SHOWN.
- [6] THE TRACT OF LAND SHOWN AND DESCRIBED HEREON MAY BE SUBJECT TO EASEMENTS RESERVATIONS AND RESTRICTIONS OF RECORD WHICH PERTAIN TO THE SAME.
- [7] ALL BEARINGS WERE BASED ON PLAT REFERENCE NO. 1.





PLAT OF REFERENCE:
 [1] ALTERATION OF PARCEL BOUNDARIES PREPARED FOR W.H. & WILMA CUNICO PREPARED BY P. DAVID ARCHULETA & ASSOCIATES, INC., DRAWING NO. 1998-0: FILED IN BOOK 33, PAGE 130, DATE OCT. 16, 98, SAN MIGUEL COUNTY, NEW MEX
 [2] PROPERTY SURVEY PLAT PREPARED FOR WILLIAM CUNICO PREPARED BY P DAVID ARCHULETA & ASSOCIATES, INC. DRAWING NO. 1998-019, DATE 1996, 1997 SAN MIGUEL COUNTY.

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 [1] WARRANTY DEED : FROM RUDOLFO J. AND MARILYN L. GONZALES TO W. H. WILMA CUNICO RECORDED IN BOOK 224, PAGE 2098, SAN MIGUEL COUNTY, NE MEXICO.
 [2] GRANT OF EASEMENT FROM W. H. CUNICO AND WILMA CUNICO TO PUBLIC SERVICE COMPANY OF NEW MEXICO.

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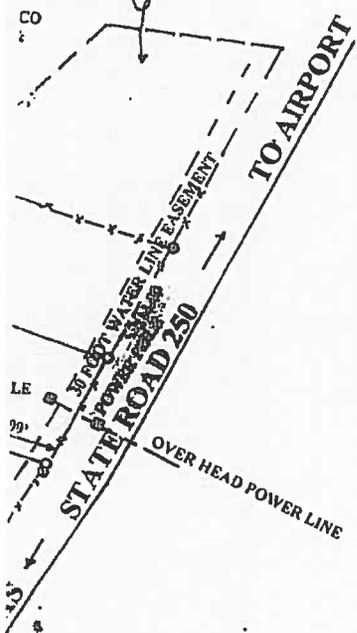
INDEX INFORMATION FOR COUNTY CLERK
 BOUNDARY PLAT FOR: WILLIAM CUNICO
 BUYER'S:
 THE LAND LOCATED: NORTH OF THE CITY OF LA
COUNTY : SAN MIGUEL, NEW MEXICO
 WITHIN PROJECTED : SECTION 1
TOWNSHIP 16 NORTH, RANGE 16 EAST, N. M. P. M.

INDEXING INFORMATION
 FOR COUNTY CLERK
 859
 DOCUMENT NUMBER
 FILED IN MY OFFICE

BOUNDARY SURVEY PLAT

id Archuleta, New Mexico Professional Surveyor No. 10261, do
 certify that this Boundary Survey Plat and the actual survey on the ground
 which it is based on were performed by me or under my direct supervision;

REVISED BY WINSTON &
 SOCIATES, INC.
 DRAWING NO. 97016



- [1] ~~OF~~ - DESIGNATES " SOUTH MESA S.E.O. 1973 "
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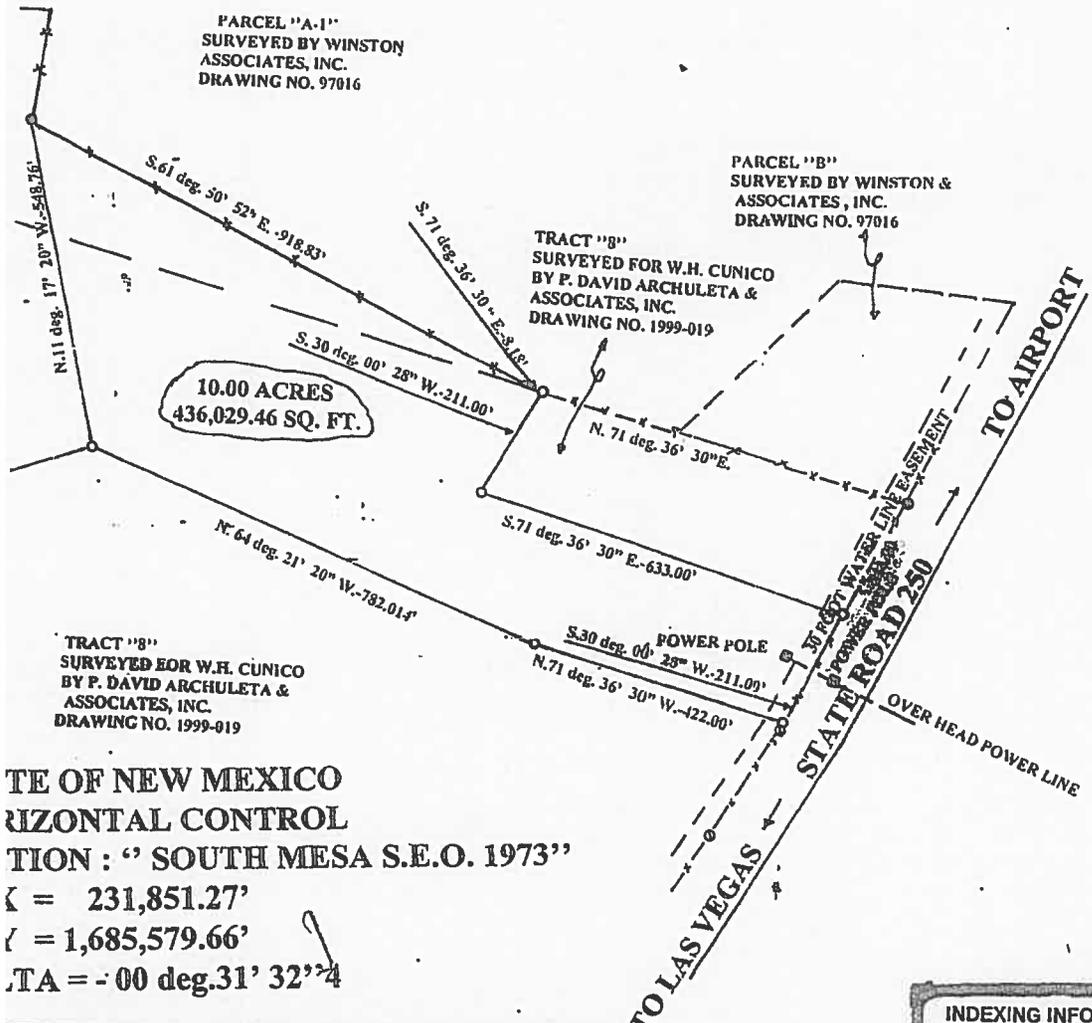
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INDEXING INFORMATION
 FOR COUNTY CLERK
859
 DOCUMENT NUMBER
 FILED IN MY OFFICE
 AT 3:40 O'CLOCK...M
 DATE 12-6-05
Paul May
 COUNTY CLERK & RECORDED
 BY: Paul May DEPUTY
 BOOK 51 PAGR 99
 FOR RECORD'S USE ONLY



BOUNDARY SURVEY PLAT

PREPARED FOR: W.H. & WILMA CUNICO
 SCALE: 1" = 200' DATE: 11-22-05
 DRAWN BY: D.Q.A. & P.D.A DRAWING NO. 2005-116
 BUYER: _____
 SURVEYED BY: P. DAVID ARCHULETA
 LAND SURVEYOR N.M.P.L.S. NO. 10261
 P.O. BOX 130 WATROUS, NEW MEXICO, 87753
 PHONE AND FAX # (505) 425-8396 E-MAIL: _____



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INDEXING INFORMATION
 FOR COUNTY CLERK
 859
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BOUNDARY SURVEY PLAT

id Archuleta, New Mexico Professional Surveyor No. 10261, do
 certify that this Boundary Survey Plat and the actual survey on the ground
 which it is based on were performed by me or under my direct supervision;

TO LAS VEGAS

TO AIRPORT

ASSOCIATES, INC.
DRAWING NO. 97016

TRACT "8"
SURVEYED FOR W.H. CUNICO
BY P. DAVID ARCHULETA &
ASSOCIATES, INC.
DRAWING NO. 1999-019

10.00 ACRES
436,029.46 SQ. FT.

TRACT "8"
SURVEYED FOR W.H. CUNICO
BY P. DAVID ARCHULETA &
ASSOCIATES, INC.
DRAWING NO. 1999-019

POWER POLE

STATE ROAD 250
OVER HEAD POWER LINE

STATE OF NEW MEXICO
HORIZONTAL CONTROL
STATION : " SOUTH MESA S.E.O. 1973"

X = 231,851.27'

Y = 1,685,579.66'

DELTA = - 00 deg.31' 32" 4

LOCATION MAP



I, P. David Archuleta, New Mexico Professional Surveyor No. 10261, do hereby certify that this Boundary Survey Plat and the actual survey on the ground upon which it is based on were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief.
I further certify that this survey IS a Land Division or Subdivision as defined in the Sub-Section 47-6-2-J of the New Mexico Subdivision Act and that this instrument is a Boundary Survey Plat of an existing Tract or Tracts.

P. David Archuleta
P. David Archuleta,

10261
P.L.S. No.

11-29-05
Date

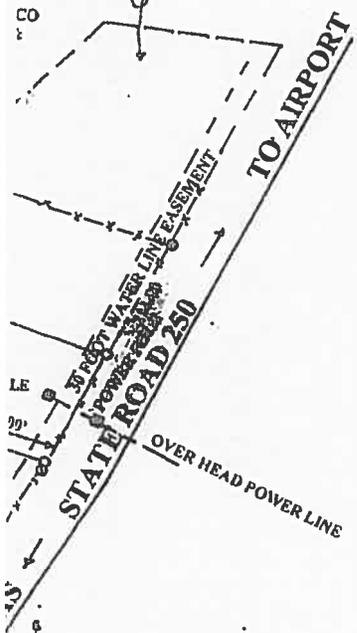


INDEXING INFORMATION
FOR COUNTY CLERK

859
DOCUMENT NUMBER
FILED IN MY OFFICE
AT 3:50 CLOCK PM
DATE 12-6-05
COUNTY CLERK & RECORDED
BY: *Paul May*
BOOK 51, PAGE 59
FOR RECORD'S USE ONLY

PREPARE
SCALE
DRAW
BUYER
SURVEY
LAND SURVEYOR
P.O. BOX
PHONE

CONVEYED BY WINSTON & SOCIATES, INC. LAWING NO. 97016



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DATE 12-6-05

COUNTY CLERK & RECORDED BY: Paul May DEPUTY
 BOOK 51 PAGE 99
 FOR RECORD'S USE ONLY

BOUNDARY SURVEY PLAT

PREPARED FOR: W.H. & WILMA CUNICO
 SCALE: 1" = 200' DATE: 11-22-05
 DRAWN BY: D.O.A. & P.D.A DRAWING NO. 2005-116
 BUYER: _____
 SURVEYED BY: P. DAVID ARCHULETA
 LAND SURVEYOR N.M.P.L.S. NO. 10261
 P.O. BOX 130, WATROUS, NEW MEXICO, 87753
 PHONE AND FAX # (505) 425-8396 E-MAIL: _____



Landlord Waiver of Responsibility

I, _____ of _____
hereby give notice to the City of Las Vegas that I own property located at the following address:
_____, Las Vegas, San Miguel County, State of New Mexico,
that is occupied by tenants. I hereby notify the City of Las Vegas that the following utility
charges, which may be incurred at the above address by tenants, are not my responsibility as
property owner and landlord, but instead, they are the sole responsibility of the tenant.

Water

Gas

Sewer

Sanitation

Therefore, I hereby waive all responsibility for payment of those utilities provided or carried by
the City of Las Vegas, and therefore authorize and direct the City of Las Vegas to make
responsible for these services, said Tenant(s) at indicated address, as provided by State Law,
pursuant to Section 3-23-6 © NMSA 1978 and the applicable ordinances.

Landlord

Landlord (Print)

Address

Date

Phone (home): _____

Phone (cell): _____

Notary Public

My Commission Expires:

Received By: _____
Customer Service Representative, City of Las Vegas

Date: _____

Landlord Standby Utilities Agreement

This Agreement, made this _____ day of _____ 20_____, by and between the CITY OF LAS VEGAS of New Mexico, A MUNICIPAL CORPORATION, hereinafter called the "CITY" and _____ ("Landlord") and is made with reference to the following facts:

1. Landlord owns rental property known as _____, the service address of which is _____ New Mexico.
2. Each rental unit is separately metered for gas and water rates with the tenant responsible for the gas/water services, and Landlord desires to maintain Gas/Water service to each unit when a tenant is not receiving gas/water service in his/her name.

NOW, THEREFORE, in consideration of the Agreement set forth herein, it is agreed by the City and Landlord as follows:

Section 1. The City will provide service to all Gas/Water meters listed above which are not now in an individual tenant's name until such time as service is furnished by City to a tenant.

Section 2. At any time when a tenant orders termination of service the City will read the meter in order to generate a final bill to tenant, however, the City shall not disconnect Gas/Water services.

Section 3. Landlord agrees to pay for all service rendered to a rental unit for the meter that is in Landlord's name. The City is not responsible for a tenant's (a) delay in, or (b) failure to, or (c) premature action in ordering a cut-in in the tenant's name, and it is understood by landlord that landlord will be responsible for, and agrees to pay, all City statements for charges incurred while a meter is in the name of the landlord.

Section 4. The duties of the parties under this agreement are limited to terminations which are requested and do not extend to instances in which a tenant is cut off for nonpayment.

Section 5. The service provided for herein by the City is made at no charge other than the charges allowed under the City's filed tariffs, which are subject to revision from time to time, and landlord agrees, in accepting the benefits of such service, not to hold the City, its employees or agents liable for any failure to perform for any reason, including negligence.

Section 6. This contract including tariff made a part hereof, shall at all times be subject to such changes or modifications as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction to require changes or modifications.

Section 7. Either party to this agreement may terminate the agreement by giving the other party three (3) business days written notice. Such termination shall not relieve the landlord of the obligation to pay any bill rendered on or prior to the effective date of termination, or terminate all service to any meter then standing in the landlord's name. The City will direct all bills to landlord, for service rendered under this agreement, to the mailing address provided below.

Section 8. This Agreement is binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date set forth above.

LANDLORD

CITY OF LAS VEGAS

By: _____

By: _____
Title: _____

Landlord Mailing Address

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12.5.14

DEPT: Utilities

MEETING DATE: 12.17.14

ITEM/TOPIC: Publication of Ordinance No. 14-11 amending Ordinance No. 12-18 authorizing the City of Las Vegas to enter into a grant/loan agreement with the New Mexico Environment Department to obtain Wastewater construction loan funding.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to publish Ordinance No. 14-11.

BACKGROUND/RATIONALE: This grant/loan is for the purpose of acquiring, constructing, modifying and otherwise improving the Wastewater facilities of the City of Las Vegas joint water and wastewater conveyance and treatment system or sewage plant sludge handling modifications. On October 15, 2012 Ordinance No. 12-18 was adopted based on an updated cost estimate from Molzen, Corbin & Associates increasing the loan amount from \$121,000 to \$356,000 to cover additional construction costs including the bridge crane, undefined elements, contingencies, and increase the cost of the centrifuge equipment.

On November 21, 2014 an interim loan agreement renewal was signed by NMED and the City of Las Vegas for an additional \$190,000 in grant funding to complete the project. Therefore, the Ordinance must be amended to reflect the additional funding. The amount of the loan is not to exceed \$356,000; the updated amount of the grant is not to exceed \$674,000 and the updated total grant/loan funding amount is \$1,030,000.

STAFF RECOMMENDATION: Publication of Ordinance No. 14-11.

COMMITTEE RECOMMENDATION: This item was discussed at the December 9, 2014 regular meeting of the Utility Advisory Committee. Their recommendation will be provided at the Council Meeting.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Flores

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Alfonso E. Ortiz, Jr.

ALFONSO E. ORTIZ, JR.
MAYOR

Elmer J. Martinez

ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only
(If Box is Initialed by City Mngr., Review and Sign)

CITY OF LAS VEGAS

ORDINANCE NO. 14-11

(AMENDING ORDINANCE NO. 12-18)

AUTHORIZING THE CITY OF LAS VEGAS TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (“NMED”) FOR THE PURPOSE OF OBTAINING WASTEWATER CONSTRUCTION LOAN FUNDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$356,000; DESIGNATING THE USE OF THE LOAN FUNDS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, MODIFYING AND OTHERWISE IMPROVING THE WASTEWATER FACILITIES OF THE CITY OF LAS VEGAS JOINT WATER AND WASTEWATER CONVEYANCE AND TREATMENT SYSTEM MODIFICATIONS; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY’S WASTEWATER CONVEYANCE AND TREATMENT SYSTEM; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFOR; AND *DECLARING AN EMERGENCY

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

WHEREAS, the City of Las Vegas is a legally and regularly created public body organized under the general laws of the State; and

WHEREAS, the City of Las Vegas now owns, operates and maintains a joint water and wastewater conveyance and treatment (i.e., sanitary 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 City of Las Vegas and its residents for the treatment and disposal of wastewater or for groundwater protection; and

WHEREAS, the Loan Agreement and Note will be payable solely from the net 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; and

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

WHEREAS, the City of Las Vegas has the following obligations outstanding to which the Wastewater users fees or net revenues have already been pledged.

Series	Amount Outstanding	Priority
Loan NMED #1438042	\$7,269,248	Parity
Loan NMFA Las Vegas 13	\$ 47,559	Parity
Loan CWSRF004	\$6,074,595	Parity

WHEREAS, the Council has determined that it is in the best interest of the City of Las Vegas to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

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):

WASTE WATER USER FEES

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 Council relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the City of Las Vegas as a public body under authority given by the Constitution and Statutes of the State.

ADMINISTRATIVE FEE. A fee assessed and collected by the NMED from the City of Las Vegas on each loan and expressed as a percentage per year on the outstanding principal amount of the loan, payable by the City of Las Vegas on the same date that principal and interest on the loan are due, for deposit in the Clean Water Administrative Fund;

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the City of Las Vegas 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.

ANNUAL LOAN REPAYMENT ACCOUNT. An account established under this Ordinance and held by the City of Las Vegas, funded from the Net Revenues in the amount necessary for payment of the principal, interest and administrative fees due annually under the Loan Agreement and Note.

AUTHORIZED OFFICER. The City of Las Vegas' mayor, chief administrative officer, or other officer or employee of the City of Las Vegas as designated by City of Las Vegas' Resolution Number 12-03 adopted by the governing body of the City of Las Vegas, as amended.

CITY OF LAS VEGAS. The entity requesting funds pursuant to the Act.

COUNCIL. The governing body of the City of Las Vegas.

DEBT SERVICE RESERVE ACCOUNT. The account established under this Ordinance and held by the City of Las Vegas funded from the Net Revenues in the amount of the Debt Service Reserve Requirement.

DEBT SERVICE RESERVE REQUIREMENT. An amount equal to one annual repayment of principal, interest and administrative fees due.

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 next succeeding year, or any other twelve-month period which the City of Las Vegas hereafter may establish as the fiscal year for the System.

GROSS REVENUES. All income and revenues directly or indirectly derived by the City of Las Vegas from the operation and use of the System.

HEREIN, HEREBY, HEREUNDER, HEREOF, HEREINBEFORE or HEREAFTER. Refer to this Ordinance and not solely to the particular portion of this Ordinance in which such word is used.

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

LOAN AGREEMENT. One or more loan agreements substantially in the form of Exhibit A attached hereto between the City of Las Vegas and the NMED, pursuant to which funds will be loaned to the City of Las Vegas 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 City of Las Vegas, and 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 City of Las Vegas from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the City of Las Vegas under the Loan Agreement and Note.

NET REVENUES. Gross Revenues LESS the following expenses: (1) Operation and Maintenance expenses, (2) Parity Bonds or Parity Obligations, (3) approved indirect charges, (4) any amounts expended for capital replacements of the System, and (5) the required set asides for Debt Service Reserve Requirement and Replacement Reserve Requirement.

NMED. The New Mexico Environment Department, successor to the Environmental Improvement Division of the New Mexico Health and Environment Department and any assignee of the NMED pursuant to the Loan Agreement and Note, or its successor agency as provided by law.

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

NOTE. The interim and final promissory notes substantially in the form of Exhibit B attached hereto issued by the City of Las Vegas to the NMED evidencing the obligation of the City of Las Vegas 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 net revenues issued with a lien on the Waste Water user fees or net revenues on parity with the bonds or obligations as listed in this ordinance.

PROJECT. Waste Water Sludge Facility improvements

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.

REPLACEMENT RESERVE ACCOUNT. The account established under this Ordinance and held by the City of Las Vegas funded from the net revenues in the amount of the Replacement Reserve Requirement.

REPLACEMENT RESERVE REQUIREMENT. An amount equal to 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the City of Las Vegas from NMED.

STATE. The State of New Mexico.

WASTEWATER CONVEYANCE AND TREATMENT SYSTEM, or SYSTEM. The City's utility designated as the City's wastewater conveyance and treatment system.

WASTEWATER ENTERPRISE FUND. The fund established under this Ordinance for deposit of the Gross Revenues of the System.

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

Section 3. FINDINGS. The Council 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, morals and welfare of the residents of the City of Las Vegas and will result in savings of finance costs to the City of Las Vegas.

(B) The City of Las Vegas will acquire, improve and finance the Project.

(C) 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.

(D) The Project is and will be part of the System, which is a publicly owned water and sanitary wastewater conveyance and treatment system the purposes of which include the disposal and treatment of wastewater, either by surface or underground methods.

(E) The Waste Water user fees or net revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. 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 amount of \$356,000 excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 5. AUTHORIZATION OF LOAN AGREEMENT.

(A) For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City of Las Vegas and acquiring the Project, it is hereby declared necessary that the City of Las Vegas, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the City of Las Vegas is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Waste Water user fees or net revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the City of Las Vegas over the construction period of the Project. The aggregate principal amount of the Note shall not exceed \$356,000 without the adoption of another Ordinance amending the Ordinance by the Council, and the annual interest rate and Administrative Fee on that principal amount shall not exceed zero percent per annum collectively. Interest and the Administrative Fee shall be

computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365 day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond 20 years from the Project Completion Date. The Loan shall be repaid in substantially equal annual installments of principal, interest and administrative fees on the dates provided in the Loan Agreement with the first annual installment due within one year of the Project Completion Date, but no later than one year after the date of the warrant of final payment from the NMED. The City of Las Vegas must obtain the written consent of the NMED before issuing additional obligations secured by the Waste Water user fees or net revenues.

(B) The City of Las Vegas is hereby authorized to accept a Loan Grant Subsidy under the terms of the Loan Agreement. The aggregate Loan Grant Subsidy amount shall not exceed \$674,000 without the adoption of another Ordinance amending the Ordinance by the Council. By accepting a Loan Grant Subsidy, the City of Las Vegas is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the City of Las Vegas is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the City of Las Vegas fails to satisfy any federal grant requirements or conditions, the City of Las Vegas may be required to refund any federal grant funds disbursed to the City of Las Vegas from NMED. Specific federal grant requirements include but are not limited to:

- (1) Federal Grant Reporting Requirements;
- (2) Wage Rate Requirements; and

(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, substantially in the forms attached hereto as Exhibits A and B, with such changes therein as are not inconsistent 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 City of Las Vegas 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 6. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments of principal, interest and administrative fees thereon shall be special limited obligations of the City of Las Vegas and shall be payable and collectible solely from the net revenues which are irrevocably pledged as set forth in Section 5 and 6 of the Ordinance. The NMED may not look to any general or other fund for the payment of the principal, interest or administrative fees 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 City of Las Vegas and shall recite that they are payable and collectible solely from the net revenues the income from which is so pledged, and that the NMED may not look to any general or other fund for the payment of the principal, interest or the administrative fee on the Loan Agreement or the Note.

Section 7. OPERATION OF PROJECT. The City of Las Vegas will operate and maintain the Project so that it will function properly over its structural and material design life, which is not less than 20 years.

Section 8. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the City of Las Vegas 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 9. WASTEWATER ENTERPRISE FUND. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee all Gross Revenues shall continue to be set aside and credited to the Waste Water Enterprise Fund.

Section 10. DEBT SERVICE, REPLACEMENT RESERVE, AND ANNUAL LOAN REPAYMENT ACCOUNTS.

(A) DEBT SERVICE RESERVE ACCOUNT. A Debt Service Reserve Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount of the Debt Service Reserve Requirement. The City of Las Vegas shall deposit no less than one-sixth of the amount of one annual repayment of principal, interest and the administrative fees from the Wastewater Enterprise Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. In the event that funds from the Debt Service Reserve Account are used to service the Loan Agreement and the Note, the City of Las Vegas shall replenish the Debt Service Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee the City of Las Vegas shall fund the Debt Service Reserve Account and identify this in the Annual Audit.

(B) REPLACEMENT RESERVE ACCOUNT. A Replacement Reserve Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount of the Replacement Reserve Requirement. The City of Las Vegas shall deposit no less than one-sixth of 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the City of Las Vegas from the Waste Water Enterprise Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Replacement Reserve Requirement is on deposit. The Replacement Reserve Account shall accumulate funds to pay for replacement of parts to ensure the Project is fully operational during the term of the Loan Agreement and Note. In the event that funds from the Replacement Reserve Account are used to pay for replacement of parts, the City of Las Vegas shall replenish the Replacement Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Replacement Reserve Requirement is on deposit in the Replacement Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City of Las Vegas shall fund the Replacement Reserve Account and identify this in the Annual Audit.

(C) ANNUAL LOAN REPAYMENT ACCOUNT. An Annual Loan Repayment Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount necessary for payment of the principal, interest and the administrative fee due annually under the Loan Agreement and Note. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City of Las Vegas shall fund the Annual Loan Repayment Account and identify this in the Annual Audit.

Section 11. APPLICATION OF GROSS REVENUES.

(A) OPERATION AND MAINTENANCE. The City of Las Vegas shall pay for the operation and maintenance expenses of the System, approved indirect charges, and any amounts

for capital replacement and repair of the System from the Waste Water Enterprise Fund as incurred.

(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S). The City of Las Vegas shall pay the principal, interest and administrative fees of parity obligations and other approved debts which are secured from the Waste Water user fees or net revenues as scheduled.

(C) EQUITABLE AND RATABLE DISTRIBUTION. Obligations of the City of Las Vegas secured by the Waste Water users fees or net revenues or Net Revenues on a 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 Waste Water users fees or net revenues or Net Revenues, regardless of the time or times of their issuance or creation.

(D) DEBT SERVICE AND REPLACEMENT RESERVES. The City of Las Vegas shall deduct the required amounts for debt service reserve and replacement reserve accounts from the Waste Water Enterprise Fund as required.

(E) SUBORDINATE OBLIGATIONS. The net 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 net revenues which have a lien on the net revenues on parity with the Loan Agreement and the Note.

Section 12. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Waste Water user fees or Net Revenues with priorities on the Net Revenues as set forth in Section 12 of the Ordinance. The City of Las Vegas hereby pledges and grants a security interest in the Net Revenues for the payment of the Note and any other amounts owed by the City of Las Vegas to the NMED pursuant to the Loan Agreement.

Section 13. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the City of Las Vegas from issuing bonds or other obligations payable from the Net Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The City of Las Vegas shall first obtain the written consent of the NMED prior to issuing such other obligations.

Section 14. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the City of Las Vegas to pay the principal, interest and administrative fees 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 City of Las Vegas 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 City of Las Vegas 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 the administrative fees thereon may be declared by the NMED to be immediately due and payable and the City of Las Vegas shall pay the amounts due under Note from the Net 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 City of Las Vegas to adjust the rates charged by the System to ensure repayment of the Note.

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

(C) The NMED shall have no further obligation to make payments to the City of Las Vegas under the Loan Agreement.

Section 15. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the City of Las Vegas 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 City of Las Vegas agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the City of Las Vegas and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 16. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in Section 15 of the Ordinance, the NMED may proceed against the City of Las Vegas 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 City of Las Vegas 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 17. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in Section 15 of the Ordinance, the City of Las Vegas, 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 of the principal, interest, and the administrative fee 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 City of Las Vegas 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 18. 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 City of Las Vegas 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 City of Las Vegas and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 19. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

Section 20. 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 21. 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 22. REPEALER CLAUSE. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 23. EMERGENCY CLAUSE AND EFFECTIVE DATE. Because of the urgent need for the Project, an emergency is declared to exist and upon due adoption of this emergency Ordinance, the Ordinance shall be recorded in the book of ordinances of the City of Las Vegas kept for that purpose and the Ordinance or the title and general summary of the subject matter contained in the Ordinance shall be published in a newspaper which maintains an office and is of general circulation in the jurisdiction of the City of Las Vegas and the Ordinance shall be in full force and effect upon such publication.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____ 2014.

Mayor Alfonso E. Ortiz Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY

Dave Romero Jr., City Attorney

CITY OF LAS VEGAS

ORDINANCE NO. ~~12-1814-11~~

(AMENDING ORDINANCE NO. ~~11-2212-18~~)

AUTHORIZING THE CITY OF LAS VEGAS TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (“NMED”) FOR THE PURPOSE OF OBTAINING WASTEWATER CONSTRUCTION LOAN FUNDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$356,000; DESIGNATING THE USE OF THE LOAN FUNDS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, MODIFYING AND OTHERWISE IMPROVING THE WASTEWATER FACILITIES OF THE CITY OF LAS VEGAS JOINT WATER AND WASTEWATER CONVEYANCE AND TREATMENT SYSTEM MODIFICATIONS; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY’S WASTEWATER CONVEYANCE AND TREATMENT SYSTEM; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFOR; AND *DECLARING AN EMERGENCY

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

WHEREAS, the City of Las Vegas is a legally and regularly created public body organized under the general laws of the State; and

WHEREAS, the City of Las Vegas now owns, operates and maintains a joint water and wastewater conveyance and treatment (i.e., sanitary 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 City of Las Vegas and its residents for the treatment and disposal of wastewater or for groundwater protection; and

WHEREAS, the Loan Agreement and Note will be payable solely from the net 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; and

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

WHEREAS, the City of Las Vegas has the following obligations outstanding to which the Wastewater users fees or net revenues have already been pledged.

Series	Amount Outstanding	Priority
Loan NMED #1438042	\$7,269,248	Parity
Loan NMFA Las Vegas 13	\$ 47,559	Parity
Loan CWSRF004	\$6,074,595	Parity

WHEREAS, the Council has determined that it is in the best interest of the City of Las Vegas to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

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):

WASTE WATER USER FEES

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 Council relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the City of Las Vegas as a public body under authority given by the Constitution and Statutes of the State.

ADMINISTRATIVE FEE. A fee assessed and collected by the NMED from the City of Las Vegas on each loan and expressed as a percentage per year on the outstanding principal amount of the loan, payable by the City of Las Vegas on the same date that principal and interest on the loan are due, for deposit in the Clean Water Administrative Fund;

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the City of Las Vegas 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.

ANNUAL LOAN REPAYMENT ACCOUNT. An account established under this Ordinance and held by the City of Las Vegas, funded from the Net Revenues in the amount necessary for payment of the principal, interest and administrative fees due annually under the Loan Agreement and Note.

AUTHORIZED OFFICER. The City of Las Vegas' mayor, chief administrative officer, or other officer or employee of the City of Las Vegas as designated by City of Las Vegas' Resolution Number 12-03 adopted by the governing body of the City of Las Vegas, as amended.

CITY OF LAS VEGAS. The entity requesting funds pursuant to the Act.

COUNCIL. The governing body of the City of Las Vegas.

DEBT SERVICE RESERVE ACCOUNT. The account established under this Ordinance and held by the City of Las Vegas funded from the Net Revenues in the amount of the Debt Service Reserve Requirement.

DEBT SERVICE RESERVE REQUIREMENT. An amount equal to one annual repayment of principal, interest and administrative fees due.

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 next succeeding year, or any other twelve-month period which the City of Las Vegas hereafter may establish as the fiscal year for the System.

GROSS REVENUES. All income and revenues directly or indirectly derived by the City of Las Vegas from the operation and use of the System.

HEREIN, HEREBY, HEREUNDER, HEREOF, HEREINBEFORE or HEREAFTER. Refer to this Ordinance and not solely to the particular portion of this Ordinance in which such word is used.

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

LOAN AGREEMENT. One or more loan agreements substantially in the form of Exhibit A attached hereto between the City of Las Vegas and the NMED, pursuant to which funds will be loaned to the City of Las Vegas 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 City of Las Vegas, and 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 City of Las Vegas from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the City of Las Vegas under the Loan Agreement and Note.

NET REVENUES. Gross Revenues LESS the following expenses: (1) Operation and Maintenance expenses, (2) Parity Bonds or Parity Obligations, (3) approved indirect charges, (4) any amounts expended for capital replacements of the System, and (5) the required set asides for Debt Service Reserve Requirement and Replacement Reserve Requirement.

NMED. The New Mexico Environment Department, successor to the Environmental Improvement Division of the New Mexico Health and Environment Department and any assignee of the NMED pursuant to the Loan Agreement and Note, or its successor agency as provided by law.

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

NOTE. The interim and final promissory notes substantially in the form of Exhibit B attached hereto issued by the City of Las Vegas to the NMED evidencing the obligation of the City of Las Vegas 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 net revenues issued with a lien on the Waste Water user fees or net revenues on parity with the bonds or obligations as listed in this ordinance.

PROJECT. Waste Water Sludge Facility improvements

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.

REPLACEMENT RESERVE ACCOUNT. The account established under this Ordinance and held by the City of Las Vegas funded from the net revenues in the amount of the Replacement Reserve Requirement.

REPLACEMENT RESERVE REQUIREMENT. An amount equal to 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the City of Las Vegas from NMED.

STATE. The State of New Mexico.

WASTEWATER CONVEYANCE AND TREATMENT SYSTEM, or SYSTEM. The City's utility designated as the City's wastewater conveyance and treatment system.

WASTEWATER ENTERPRISE FUND. The fund established under this Ordinance for deposit of the Gross Revenues of the System.

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

Section 3. FINDINGS. The Council 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, morals and welfare of the residents of the City of Las Vegas and will result in savings of finance costs to the City of Las Vegas.

(B) The City of Las Vegas will acquire, improve and finance the Project.

(C) 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.

(D) The Project is and will be part of the System, which is a publicly owned water and sanitary wastewater conveyance and treatment system the purposes of which include the disposal and treatment of wastewater, either by surface or underground methods.

(E) The Waste Water user fees or net revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. 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 amount of \$356,000 excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 5. AUTHORIZATION OF LOAN AGREEMENT.

(A) For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City of Las Vegas and acquiring the Project, it is hereby declared necessary that the City of Las Vegas, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the City of Las Vegas is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Waste Water user fees or net revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the City of Las Vegas over the construction period of the Project. The aggregate principal amount of the Note shall not exceed \$356,000 without the adoption of another Ordinance amending the Ordinance by the Council, and the annual interest rate and Administrative Fee on that principal amount shall not exceed zero percent per annum collectively. Interest and the Administrative Fee shall be

computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365 day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond 20 years from the Project Completion Date. The Loan shall be repaid in substantially equal annual installments of principal, interest and administrative fees on the dates provided in the Loan Agreement with the first annual installment due within one year of the Project Completion Date, but no later than one year after the date of the warrant of final payment from the NMED. The City of Las Vegas must obtain the written consent of the NMED before issuing additional obligations secured by the Waste Water user fees or net revenues.

(B) The City of Las Vegas is hereby authorized to accept a Loan Grant Subsidy under the terms of the Loan Agreement. The aggregate Loan Grant Subsidy amount shall not exceed ~~\$484,000~~ \$674,000 without the adoption of another Ordinance amending the Ordinance by the Council. By accepting a Loan Grant Subsidy, the City of Las Vegas is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the City of Las Vegas is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the City of Las Vegas fails to satisfy any federal grant requirements or conditions, the City of Las Vegas may be required to refund any federal grant funds disbursed to the City of Las Vegas from NMED. Specific federal grant requirements include but are not limited to:

- (1) Federal Grant Reporting Requirements;
- (2) Wage Rate Requirements; and

(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, substantially in the forms attached hereto

as Exhibits A and B, with such changes therein as are not inconsistent 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 City of Las Vegas 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 6. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments of principal, interest and administrative fees thereon shall be special limited obligations of the City of Las Vegas and shall be payable and collectible solely from the net revenues which are irrevocably pledged as set forth in Section 5 and 6 of the Ordinance. The NMED may not look to any general or other fund for the payment of the principal, interest or administrative fees 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 City of Las Vegas and shall recite that they are payable and collectible solely from the net revenues the income from which is so pledged, and that the NMED may not look to any general or other fund for the payment of the principal, interest or the administrative fee on the Loan Agreement or the Note.

Section 7. OPERATION OF PROJECT. The City of Las Vegas will operate and maintain the Project so that it will function properly over its structural and material design life, which is not less than 20 years.

Section 8. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the City of Las Vegas 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 9. WASTEWATER ENTERPRISE FUND. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee all Gross Revenues shall continue to be set aside and credited to the Waste Water Enterprise Fund.

Section 10. DEBT SERVICE, REPLACEMENT RESERVE, AND ANNUAL LOAN REPAYMENT ACCOUNTS.

(A) DEBT SERVICE RESERVE ACCOUNT. A Debt Service Reserve Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount of the Debt Service Reserve Requirement. The City of Las Vegas shall deposit no less than one-sixth of the amount of one annual repayment of principal, interest and the administrative fees from the Wastewater Enterprise Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. In the event that funds from the Debt Service Reserve Account are used to service the Loan Agreement and the Note, the City of Las Vegas shall replenish the Debt Service Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee the City of Las Vegas shall fund the Debt Service Reserve Account and identify this in the Annual Audit.

(B) REPLACEMENT RESERVE ACCOUNT. A Replacement Reserve Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount of the Replacement Reserve Requirement. The City of Las Vegas shall deposit no less than one-sixth of 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the City of Las Vegas from the Waste Water Enterprise Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Replacement Reserve Requirement is on deposit. The Replacement Reserve Account shall accumulate funds to pay for replacement of parts to ensure the Project is fully operational during the term of the Loan Agreement and Note. In the event that funds from the Replacement Reserve Account are used to pay for replacement of parts, the City of Las Vegas shall replenish the Replacement Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Replacement Reserve Requirement is on deposit in the Replacement Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City of Las Vegas shall fund the Replacement Reserve Account and identify this in the Annual Audit.

(C) ANNUAL LOAN REPAYMENT ACCOUNT. An Annual Loan Repayment Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount necessary for payment of the principal, interest and the administrative fee due annually under the Loan Agreement and Note. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City of Las Vegas shall fund the Annual Loan Repayment Account and identify this in the Annual Audit.

Section 11. APPLICATION OF GROSS REVENUES.

(A) OPERATION AND MAINTENANCE. The City of Las Vegas shall pay for the operation and maintenance expenses of the System, approved indirect charges, and any amounts

for capital replacement and repair of the System from the Waste Water Enterprise Fund as incurred.

(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S). The City of Las Vegas shall pay the principal, interest and administrative fees of parity obligations and other approved debts which are secured from the Waste Water user fees or net revenues as scheduled.

(C) EQUITABLE AND RATABLE DISTRIBUTION. Obligations of the City of Las Vegas secured by the Waste Water users fees or net revenues or Net Revenues on a 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 Waste Water users fees or net revenues or Net Revenues, regardless of the time or times of their issuance or creation.

(D) DEBT SERVICE AND REPLACEMENT RESERVES. The City of Las Vegas shall deduct the required amounts for debt service reserve and replacement reserve accounts from the Waste Water Enterprise Fund as required.

(E) SUBORDINATE OBLIGATIONS. The net 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 net revenues which have a lien on the net revenues on parity with the Loan Agreement and the Note.

Section 12. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Waste Water user fees or Net Revenues with priorities on the Net Revenues as set forth in Section 12 of the Ordinance. The City of Las Vegas hereby pledges and grants a security interest in the Net Revenues for the payment of the Note and any other amounts owed by the City of Las Vegas to the NMED pursuant to the Loan Agreement.

Section 13. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the City of Las Vegas from issuing bonds or other obligations payable from the Net Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The City of Las Vegas shall first obtain the written consent of the NMED prior to issuing such other obligations.

Section 14. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the City of Las Vegas to pay the principal, interest and administrative fees 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 City of Las Vegas 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 City of Las Vegas 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 the administrative fees thereon may be declared by the NMED to be immediately due and payable and the City of Las Vegas shall pay the amounts due under Note from the Net 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 City of Las Vegas to adjust the rates charged by the System to ensure repayment of the Note.

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

(C) The NMED shall have no further obligation to make payments to the City of Las Vegas under the Loan Agreement.

Section 15. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the City of Las Vegas 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 City of Las Vegas agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the City of Las Vegas and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 16. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in Section 15 of the Ordinance, the NMED may proceed against the City of Las Vegas 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 City of Las Vegas 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 17. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in Section 15 of the Ordinance, the City of Las Vegas, 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 of the principal, interest, and the administrative fee 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 City of Las Vegas 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 18. 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 City of Las Vegas 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 City of Las Vegas and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 19. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

Section 20. 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 21. 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 22. REPEALER CLAUSE. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 23. EMERGENCY CLAUSE AND EFFECTIVE DATE. Because of the urgent need for the Project, an emergency is declared to exist and upon due adoption of this emergency Ordinance, the Ordinance shall be recorded in the book of ordinances of the City of Las Vegas kept for that purpose and the Ordinance or the title and general summary of the subject matter contained in the Ordinance shall be published in a newspaper which maintains an office and is of general circulation in the jurisdiction of the City of Las Vegas and the Ordinance shall be in full force and effect upon such publication.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF _____ 2012~~2014~~.

Mayor Alfonso E. Ortiz Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY

Dave Romero Jr., City Attorney

CITY OF LAS VEGAS

ORDINANCE NO. 12-18

(AMENDING ORDINANCE NO. 11-22)

AUTHORIZING THE CITY OF LAS VEGAS TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (“NMED”) FOR THE PURPOSE OF OBTAINING WASTEWATER CONSTRUCTION LOAN FUNDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$356,000; DESIGNATING THE USE OF THE LOAN FUNDS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, MODIFYING AND OTHERWISE IMPROVING THE WASTEWATER FACILITIES OF THE CITY OF LAS VEGAS JOINT WATER AND WASTEWATER CONVEYANCE AND TREATMENT SYSTEM MODIFICATIONS; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY’S WASTEWATER CONVEYANCE AND TREATMENT SYSTEM; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFOR; AND *DECLARING AN EMERGENCY

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

WHEREAS, the City of Las Vegas is a legally and regularly created public body organized under the general laws of the State; and

WHEREAS, the City of Las Vegas now owns, operates and maintains a joint water and wastewater conveyance and treatment (i.e., sanitary 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 City of Las Vegas and its residents for the treatment and disposal of wastewater or for groundwater protection; and

WHEREAS, the Loan Agreement and Note will be payable solely from the net 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; and

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

WHEREAS, the City of Las Vegas has the following obligations outstanding to which the Wastewater users fees or net revenues have already been pledged.

Series	Amount Outstanding	Priority
Loan NMED #1438042	\$7,269,248	Parity
Loan NMFA Las Vegas 13	\$ 47,559	Parity
Loan CWSRF004	\$6,074,595	Parity

WHEREAS, the Council has determined that it is in the best interest of the City of Las Vegas to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

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):

WASTE WATER USER FEES

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 Council relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the City of Las Vegas as a public body under authority given by the Constitution and Statutes of the State.

ADMINISTRATIVE FEE. A fee assessed and collected by the NMED from the City of Las Vegas on each loan and expressed as a percentage per year on the outstanding principal amount of the loan, payable by the City of Las Vegas on the same date that principal and interest on the loan are due, for deposit in the Clean Water Administrative Fund;

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the City of Las Vegas 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.

ANNUAL LOAN REPAYMENT ACCOUNT. An account established under this Ordinance and held by the City of Las Vegas, funded from the Net Revenues in the amount necessary for payment of the principal, interest and administrative fees due annually under the Loan Agreement and Note.

AUTHORIZED OFFICER. The City of Las Vegas' mayor, chief administrative officer, or other officer or employee of the City of Las Vegas as designated by City of Las Vegas' Resolution Number 12-03 adopted by the governing body of the City of Las Vegas, as amended.

CITY OF LAS VEGAS. The entity requesting funds pursuant to the Act.

COUNCIL. The governing body of the City of Las Vegas.

DEBT SERVICE RESERVE ACCOUNT. The account established under this Ordinance and held by the City of Las Vegas funded from the Net Revenues in the amount of the Debt Service Reserve Requirement.

DEBT SERVICE RESERVE REQUIREMENT. An amount equal to one annual repayment of principal, interest and administrative fees due.

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 next succeeding year, or any other twelve-month period which the City of Las Vegas hereafter may establish as the fiscal year for the System.

GROSS REVENUES. All income and revenues directly or indirectly derived by the City of Las Vegas from the operation and use of the System.

HEREIN, HEREBY, HEREUNDER, HEREOF, HEREINBEFORE or HEREAFTER. Refer to this Ordinance and not solely to the particular portion of this Ordinance in which such word is used.

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

LOAN AGREEMENT. One or more loan agreements substantially in the form of Exhibit A attached hereto between the City of Las Vegas and the NMED, pursuant to which funds will be loaned to the City of Las Vegas 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 City of Las Vegas, and 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 City of Las Vegas from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the City of Las Vegas under the Loan Agreement and Note.

NET REVENUES. Gross Revenues LESS the following expenses: (1) Operation and Maintenance expenses, (2) Parity Bonds or Parity Obligations, (3) approved indirect charges, (4) any amounts expended for capital replacements of the System, and (5) the required set asides for Debt Service Reserve Requirement and Replacement Reserve Requirement.

NMED. The New Mexico Environment Department, successor to the Environmental Improvement Division of the New Mexico Health and Environment Department and any assignee of the NMED pursuant to the Loan Agreement and Note, or its successor agency as provided by law.

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

NOTE. The interim and final promissory notes substantially in the form of Exhibit B attached hereto issued by the City of Las Vegas to the NMED evidencing the obligation of the City of Las Vegas 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 net revenues issued with a lien on the Waste Water user fees or net revenues on parity with the bonds or obligations as listed in this ordinance.

PROJECT. Waste Water Sludge Facility improvements

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.

REPLACEMENT RESERVE ACCOUNT. The account established under this Ordinance and held by the City of Las Vegas funded from the net revenues in the amount of the Replacement Reserve Requirement.

REPLACEMENT RESERVE REQUIREMENT. An amount equal to 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the City of Las Vegas from NMED.

STATE. The State of New Mexico.

WASTEWATER CONVEYANCE AND TREATMENT SYSTEM, or SYSTEM. The City's utility designated as the City's wastewater conveyance and treatment system.

WASTEWATER ENTERPRISE FUND. The fund established under this Ordinance for deposit of the Gross Revenues of the System.

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

Section 3. FINDINGS. The Council 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, morals and welfare of the residents of the City of Las Vegas and will result in savings of finance costs to the City of Las Vegas.

(B) The City of Las Vegas will acquire, improve and finance the Project.

(C) 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.

(D) The Project is and will be part of the System, which is a publicly owned water and sanitary wastewater conveyance and treatment system the purposes of which include the disposal and treatment of wastewater, either by surface or underground methods.

(E) The Waste Water user fees or net revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. 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 amount of \$356,000 excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 5. AUTHORIZATION OF LOAN AGREEMENT.

(A) For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City of Las Vegas and acquiring the Project, it is hereby declared necessary that the City of Las Vegas, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the City of Las Vegas is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Waste Water user fees or net revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the City of Las Vegas over the construction period of the Project. The aggregate principal amount of the Note shall not exceed \$356,000 without the adoption of another Ordinance amending the Ordinance by the Council, and the annual interest rate and Administrative Fee on that principal amount shall not exceed zero percent per annum collectively. Interest and the Administrative Fee shall be

computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365 day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond 20 years from the Project Completion Date. The Loan shall be repaid in substantially equal annual installments of principal, interest and administrative fees on the dates provided in the Loan Agreement with the first annual installment due within one year of the Project Completion Date, but no later than one year after the date of the warrant of final payment from the NMED. The City of Las Vegas must obtain the written consent of the NMED before issuing additional obligations secured by the Waste Water user fees or net revenues.

(B) The City of Las Vegas is hereby authorized to accept a Loan Grant Subsidy under the terms of the Loan Agreement. The aggregate Loan Grant Subsidy amount shall not exceed \$484,000 without the adoption of another Ordinance amending the Ordinance by the Council. By accepting a Loan Grant Subsidy, the City of Las Vegas is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the City of Las Vegas is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the City of Las Vegas fails to satisfy any federal grant requirements or conditions, the City of Las Vegas may be required to refund any federal grant funds disbursed to the City of Las Vegas from NMED. Specific federal grant requirements include but are not limited to:

- (1) Federal Grant Reporting Requirements;
- (2) Wage Rate Requirements; and

(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, substantially in the forms attached hereto as Exhibits A and B, with such changes therein as are not inconsistent 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 City of Las Vegas 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 6. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments of principal, interest and administrative fees thereon shall be special limited obligations of the City of Las Vegas and shall be payable and collectible solely from the net revenues which are irrevocably pledged as set forth in Section 5 and 6 of the Ordinance. The NMED may not look to any general or other fund for the payment of the principal, interest or administrative fees 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 City of Las Vegas and shall recite that they are payable and collectible solely from the net revenues the income from which is so pledged, and that the NMED may not look to any general or other fund for the payment of the principal, interest or the administrative fee on the Loan Agreement or the Note.

Section 7. OPERATION OF PROJECT. The City of Las Vegas will operate and maintain the Project so that it will function properly over its structural and material design life, which is not less than 20 years.

Section 8. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the City of Las Vegas 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 9. WASTEWATER ENTERPRISE FUND. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee all Gross Revenues shall continue to be set aside and credited to the Waste Water Enterprise Fund.

Section 10. DEBT SERVICE, REPLACEMENT RESERVE, AND ANNUAL LOAN REPAYMENT ACCOUNTS.

(A) DEBT SERVICE RESERVE ACCOUNT. A Debt Service Reserve Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount of the Debt Service Reserve Requirement. The City of Las Vegas shall deposit no less than one-sixth of the amount of one annual repayment of principal, interest and the administrative fees from the Wastewater Enterprise Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. In the event that funds from the Debt Service Reserve Account are used to service the Loan Agreement and the Note, the City of Las Vegas shall replenish the Debt Service Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee the City of Las Vegas shall fund the Debt Service Reserve Account and identify this in the Annual Audit.

(B) REPLACEMENT RESERVE ACCOUNT. A Replacement Reserve Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount of the Replacement Reserve Requirement. The City of Las Vegas shall deposit no less than one-sixth of 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the City of Las Vegas from the Waste Water Enterprise Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Replacement Reserve Requirement is on deposit. The Replacement Reserve Account shall accumulate funds to pay for replacement of parts to ensure the Project is fully operational during the term of the Loan Agreement and Note. In the event that funds from the Replacement Reserve Account are used to pay for replacement of parts, the City of Las Vegas shall replenish the Replacement Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Replacement Reserve Requirement is on deposit in the Replacement Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City of Las Vegas shall fund the Replacement Reserve Account and identify this in the Annual Audit.

(C) ANNUAL LOAN REPAYMENT ACCOUNT. An Annual Loan Repayment Account is established under this Ordinance, held by the City of Las Vegas and funded from the net revenues in the amount necessary for payment of the principal, interest and the administrative fee due annually under the Loan Agreement and Note. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City of Las Vegas shall fund the Annual Loan Repayment Account and identify this in the Annual Audit.

Section 11. APPLICATION OF GROSS REVENUES.

(A) OPERATION AND MAINTENANCE. The City of Las Vegas shall pay for the operation and maintenance expenses of the System, approved indirect charges, and any amounts

for capital replacement and repair of the System from the Waste Water Enterprise Fund as incurred.

(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S). The City of Las Vegas shall pay the principal, interest and administrative fees of parity obligations and other approved debts which are secured from the Waste Water user fees or net revenues as scheduled.

(C) EQUITABLE AND RATABLE DISTRIBUTION. Obligations of the City of Las Vegas secured by the Waste Water users fees or net revenues or Net Revenues on a 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 Waste Water users fees or net revenues or Net Revenues, regardless of the time or times of their issuance or creation.

(D) DEBT SERVICE AND REPLACEMENT RESERVES. The City of Las Vegas shall deduct the required amounts for debt service reserve and replacement reserve accounts from the Waste Water Enterprise Fund as required.

(E) SUBORDINATE OBLIGATIONS. The net 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 net revenues which have a lien on the net revenues on parity with the Loan Agreement and the Note.

Section 12. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Waste Water user fees or Net Revenues with priorities on the Net Revenues as set forth in Section 12 of the Ordinance. The City of Las Vegas hereby pledges and grants a security interest in the Net Revenues for the payment of the Note and any other amounts owed by the City of Las Vegas to the NMED pursuant to the Loan Agreement.

Section 13. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the City of Las Vegas from issuing bonds or other obligations payable from the Net Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The City of Las Vegas shall first obtain the written consent of the NMED prior to issuing such other obligations.

Section 14. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the City of Las Vegas to pay the principal, interest and administrative fees 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 City of Las Vegas 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 City of Las Vegas 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 the administrative fees thereon may be declared by the NMED to be immediately due and payable and the City of Las Vegas shall pay the amounts due under Note from the Net 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 City of Las Vegas to adjust the rates charged by the System to ensure repayment of the Note.

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

(C) The NMED shall have no further obligation to make payments to the City of Las Vegas under the Loan Agreement.

Section 15. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the City of Las Vegas 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 City of Las Vegas agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the City of Las Vegas and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 16. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in Section 15 of the Ordinance, the NMED may proceed against the City of Las Vegas 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 City of Las Vegas 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 17. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in Section 15 of the Ordinance, the City of Las Vegas, 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 of the principal, interest, and the administrative fee 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 City of Las Vegas 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 18. 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 City of Las Vegas 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 City of Las Vegas and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 19. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

Section 20. 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 21. 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 22. REPEALER CLAUSE. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 23. EMERGENCY CLAUSE AND EFFECTIVE DATE. Because of the urgent need for the Project, an emergency is declared to exist and upon due adoption of this emergency Ordinance, the Ordinance shall be recorded in the book of ordinances of the City of Las Vegas kept for that purpose and the Ordinance or the title and general summary of the subject matter contained in the Ordinance shall be published in a newspaper which maintains an office and is of general circulation in the jurisdiction of the City of Las Vegas and the Ordinance shall be in full force and effect upon such publication.

PASSED, APPROVED, AND ADOPTED THIS 15 DAY OF October 2012.



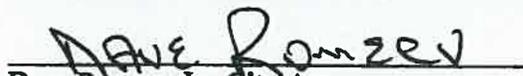
Mayor Alfonso E. Ortiz Jr.

ATTEST:



Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY



Dave Romero Jr., City Attorney



SUSANA MARTINEZ
Governor
JOHN A. SANCHEZ
Lieutenant Governor

**NEW MEXICO
ENVIRONMENT DEPARTMENT**

Harold Runnels Building
1190 St. Francis Drive
PO Box 5469

Santa Fe, NM 87502
Phone (505) 827-2806 Fax (505) 827-2837
www.nmenv.state.nm.us



RYAN FLYNN
Cabinet Secretary
BUTCH TONGATE
Deputy Secretary

November 24, 2014

Mr. Ken Garcia, Utilities Director
City of Las Vegas
905 12th Street
Las Vegas, NM 87701

RE: Clean Water State Revolving Fund (CWSRF) Loan No. 016

Dear Mr. Garcia:

Enclosed for your files is the Interim Loan Agreement Renewal for the above referenced project. Please pay close attention to the added Section XI Special Conditions as they must be met prior to NMED being able to disburse funds.

If you have any questions or need further clarification, please don't hesitate to call me at (505) 827-2807.

Sincerely,


Jennifer Prada, CWSRF Program Administrator
Construction Programs Bureau

cc: Mr. Elmer Martinez, Interim City Manager
City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701

Ms. Andrea Telmo, NMED Project Manager

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM**

INTERIM LOAN AGREEMENT RENEWAL

Loan No. CWSRF 016

THIS INTERIM LOAN AGREEMENT RENEWAL (the "Renewal") is made and entered into this **21st day of November, 2014** by the New Mexico Environment Department ("NMED") and the **CITY OF LAS VEGAS** ("Borrower") (collectively the "Parties").

WHEREAS, NMED and the Borrower entered into an Interim Loan Agreement ("Agreement") on October 17, 2012;

WHEREAS, it has become necessary to renew the Agreement, which expired by its own terms on October 17, 2014;

WHEREAS, a continuation of the Agreement and an increase in loan subsidy grant funding in the amount of \$190,000.00 will allow for the completion of Project No. CWSRF 016;

NOW THEREFORE, the Parties do mutually agree to renew the Agreement until **December 31, 2015**. All conditions of the Agreement shall continue in full force and effect until **December 31, 2015**. The following sections are hereby amended or added upon the execution of this Renewal:

SECTION III. LOAN AMOUNT – 3rd Paragraph

Provided the Borrower complies with the Construction Conditions and the Loan Subsidy Grant Requirements below, the loan and grant subsidy amount will be available until **December 31, 2015**.

SECTION IV. LOAN SUBSIDY GRANT AWARD AMOUNT:

NMED has received a federal grant award from the Environmental Protection Agency ("EPA"). Subject to the terms and conditions set forth in the Agreement, NMED agrees to award the Borrower a grant funded from NMED's federal grant award to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: **Six Hundred Seventy Four Thousand Dollars and No Cents (\$674,000.00) ("Grant Subsidy")**. By executing this Renewal and accepting Grant Subsidy funds, the Borrower is a sub-recipient of the federal grant award and subject to the EPA Sub-recipient Conditions enumerated in Section VI of the Agreement.

SECTION V. CONSTRUCTION CONDITIONS, Sub-Section A:

Upon execution of this Agreement, the Borrower shall adhere to the schedule below to expeditiously initiate and achieve Project Completion by December 31, 2015. The Borrower shall:

Complete Construction by December 31, 2015.

ADDED:

SECTION XI. SPECIAL CONDITIONS: (these Special Conditions must be met and approved by NMED prior to NMED disbursing funds).

1. Borrower must advertise and bid the Project as soon as possible upon signing this Renewal. NMED would like to see the project bid in the next 2 months so that construction can begin in the early spring (April 1st) of 2015.
2. Borrower must not seek any additional grant funding for this specific project from the 2015 Legislative Session. If the Borrower receives any additional grant funding from the 2015 Legislative Session for this specific project, that grant amount will be subtracted from the additional \$190,000.00 loan subsidy grant funding offered by NMED.
3. Borrower's must amend Ordinance No. 12-18 Section 5 (B) to increase the amount of Loan Grant Subsidy to not exceed \$674,000.00.

Remainder of page intentionally left blank

THE PARTIES FURTHER AGREE that this Renewal becomes effective upon execution by NMED Secretary.

IN WITNESS WHEREOF, the Borrower and NMED do hereby execute this Interim Loan Agreement Renewal.

THIS INTERIM LOAN AGREEMENT RENEWAL has been approved by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: *Dutch Loyate*
Signature of duly authorized Loan Official

TITLE: Cabinet Secretary DATE: 11/21/14

By executing this Renewal, the undersigned represents that he/she is duly authorized to act on behalf of the Borrower.

BY: *Alonso E. Kelly Jr.*
Signature of duly authorized Borrower Official
City of Las Vegas

TITLE: Mayor DATE: 11-17-14

Attest: (Seal)
Carole Freaney
Signature of Witness

City Clerk
Title DATE: 11-17-14

Approved as to form: (optional)

Borrower's Attorney DATE: _____