



CITY OF LAS VEGAS

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ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
February 18, 2015–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 (January 13th, January 14th, January 21st, January 30th, 2015)**
- 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 Juan Montano, Police Chief on appointment of Deputy Chief of Police.
 - Presentation by Juan Montano, Police Chief on appointment of Commander and Promotion of Lieutenant and Sergeant.

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 of out of state travel for 5 officers to attend a High Risk Warrant course for narcotics related operations.

Juan Montano, Police Chief The Las Vegas City Police Department and Region IV narcotics Task Force respectfully request permission to send 5 officers to a High Risk Warrant course in Fresno, CA with funding provided through the 2014 Region IV Justice Assistance Grant.

2. Approval of Ambulance Contract Renewal.

Phillip Mares, Fire Chief Superior Ambulance was awarded contract for Emergency Ambulance Services on February 13, 2013. Approval is needed for annual contract renewal.

3. Approval of Resolution #15-06, adopting the City of Las Vegas' Section 3 Plan.

Martin Gonzales, Public Works Director The City is required to adopt a Section 3 Plan resolution annually.

4. Approval of Resolution #15-09, adopting the City of Las Vegas' Citizen Participation Plan.

Martin Gonzales, Public Works Director The City is required to adopt a Citizen Participation Plan resolution annually.

5. Approval of Resolution #15-10, a resolution adopting the City of Las Vegas' Citizen Residential Anti-Displacement and Relocation Assistance Plan.

Martin Gonzales, Public Works Director The City is required to adopt an Anti-Displacement and Relocation Assistance Plan annually.

6. Approval to award Bid #2015-16 for Taylor Well No. 7 Blending to Hays Plumbing & Heating Inc.

Ken Garcia, Utilities Director The 2011 Preliminary Engineering Report (PER) included the Well No. 7 Project. To increase the potable water supply, the City approved the design of a project that would blend water from Well No. 7 with water from Well No. 2, 2R and 4. Phase II

included the installation of a new water tank at TW4 and a booster pump station at the Valencia Tank which will allow approximately 800,000 GPD from the Taylor Well Field to be used in Zones 2 and 3.

7. Approval to award Bid #2015-17 for the Camp Luna Water Tank Rehabilitation to Hays Plumbing & Heating Inc.

Ken Garcia, Utilities Director The purpose of this project is to drain, clean, repaint and make structural improvements to the 2.5 million gallon Camp Luna Water Tank. This project also included the construction of two supplemental water tanks at Camp Luna and Cabin Site for the purpose of maintaining pressure to customers supplied by the tank.

8. Approval of Amendment #3 to the URS/(Now AECOM) contract for the Bradner Reservoir Enlargement Project.

Ken Garcia, Utilities Director Based on the new data collected from the test pit excavations completed in January 2015, URS is recommending additional drilling to investigate material properties. Additional fee is within the contingencies estimate.

9. Approval to award Bid #2015-21 for Gas meters to M & M Sales, Inc.

Ken Garcia, Utilities Director The Gas Division went out for competitive sealed bids for gas meters. These meters are needed to complete the Automated Meter Reading project. The project is approximately 90% complete. The purchase of these meters will allow for completion of the project.

XIV. OLD BUSINESS

1. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance #14-10 Bond Water System Improvements repealing and replacing Ordinance 12-16.

Ken Garcia, Utilities Director This is a bond ordinance in the maximum aggregate principal amount of (\$20,000,000) and will authorize the issuance of one or more series of the NM water utility loan system improvement revenue bonds based on the agreement between the City and the NM Finance Authority. The bond ordinance expired on November 19, 2014 and needs to be extended. Ordinance 14-10 was published on February 4, 2015.

XV. NEW BUSINESS

1. Approval of Resolution #15-08 Budget Adjustment Resolution.

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

2. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance #15-01 amending the Official Zoning Map from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) for property located at 316-1/2 Chavez Street

Benito Lujan, Zoning/Licensing Supervisor On January 26, 2015, the Las Vegas Planning and Zoning Commission considered an application submitted by Fernando Roybal for an amendment to the Zoning map. The proposed amendment would change the property known as 316-1/2 Chavez Street from a C-3 to an R-3, which would allow Mr. Roybal to place a mobile home on the property.

XVI. COUNCILORS' REPORTS

XVII. 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.**

XVIII. 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 CITY COUNCIL MEETING
ON TUESDAY, JANUARY 13, 2015 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

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

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

CALL TO ORDER

Mayor Alfonso E. Ortiz, Jr. called the meeting to order at 5:30 p.m. and mentioned that Councilor Joey Herrera would not be attending the meeting as he was ill.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence in honor of our veterans, Mr. Frank Rodriguez and Mr. Frank Crespın who will be recognized at the Legislature later this month.

APPROVAL OF AGENDA

Councilor Howell moved to approve the agenda. Councilor Gurule-Giron seconded the motion. Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

Tonita Gurule-Giroń	Yes	David Romero	Yes
Vincent Howell	Yes	Joey Herrera	Absent

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

PUBLIC INPUT

There were no individuals signed up for public input.

BUSINESS ITEMS

1. Approval/Disapproval of appointment of Elmer J. Martinez as City Manager and Professional Service Contract through December 31, 2015.

Mayor Ortiz, Jr. stated that he is impressed with the work Mr. Elmer J. Martinez has been doing as Acting City Manager as he has made great strides in moving the city forward.

Mayor Ortiz, Jr. added that Mr. Martinez’s background in planning and zoning has been very valuable and mentioned that under Martinez’s leadership, the Governing Body has been able to come together and working cooperatively which hadn’t been the case for quite a while.

There was some discussion on the City Manager’s proposed professional contract. All concerns were addressed by the Mayor Ortiz, Jr. and City Attorney, Dave Romero.

Mayor Ortiz, Jr. called Councilor Herrera so that he could make a statement in regards to the recommended appointment of Martinez.

Councilor Herrera was unable to answer phone call, therefore Mayor Ortiz, Jr. read a phone text that Councilor Herrera had sent to Mayor Ortiz, Jr. earlier in the day which stated that Councilor Herrera expressed his support for Mr. Martinez.

Councilor Howell moved to approve the appointment of Elmer J. Martinez as City Manager and Professional Service Contract through December 31, 2015. Councilor Gurule-Giron seconded the motion. Mayor Ortiz, Jr. asked for roll call vote. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David Romero	Yes
Tonita Gurule-Giron	Yes	Joey Herrera	Absent

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

City Manager, Elmer J. Martinez thanked Mayor and Council for their vote of confidence.

EXECUTIVE SESSION

There were no items for Executive Session.

ADJOURN

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

David Romero	Yes	Vincent Howell	Yes
Tonita Gurule-Giroń	Yes	Joey Herrera	Absent

City Clerk Fresquez re-read the motion and advised that 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 JANUARY 14, 2015 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, City Manager
Casandra Fresquez, City Clerk
Dave Romero, City Attorney
Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz Jr. asked for a moment of silence to appreciate the good in one's life while there are many that do without and each person can take a moment when they can to help someone in need which will make all the difference in the community.

APPROVAL OF AGENDA

City Manager Martinez recommended that Item 9 *Amendment #2 to the Souder, Miller & Associates contract for the Raw Water Conveyance Project* be moved to Item 1, Item 11 *Award of request for bids #2015-13 Landfill Corrective Measures and Closure Project to the lowest bidder, New Image Construction* be moved to Item 2 and Item 15 *Consideration of repealing Encroachment Agreement #2925-14 between Isabel Saavedra and the City of Las Vegas for property located at 1408 South Pacific Street* to Item 3 as there were interested parties in the audience. City Manager Martinez also recommended that under Item 14

Discussion and direction for the Lobbyist during the 2015 Legislative Session to remove the reference to the Amtrak Railway as it was not included in the ICIP but an item that is supported by the New Mexico Municipal league.

Councilor Gurule-Giroń made a motion to approve the agenda with recommended changes. Councilor Herrera 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-Giron	Yes
Vince Howell	Yes	Joey Herrera	Yes

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

Mayor Ortiz Jr. advised that while the reference of the Amtrak is removed from the agenda item, the City is in full support of the continuation of Amtrak.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz Jr. advised he had not appointments or reports at the moment.

MAYOR'S RECOGNITION/PROCLAMATION

None at this time.

PUBLIC INPUT

Bob Wessely spoke to the Governing Body regarding the water projects that are all in the phase one of their production and asks that the governing body resist the temptation to slow the progress that they are making.

Mayor Ortiz Jr. thanked Mr. Wessely for reminding the Governing Body and he feels that none of the projects will lose momentum.

CITY MANAGER'S INFORMATIONAL REPORT

City Manager Martinez advised that due to the long agenda the Governing Body has before them he would forego his report for the evening and report at a later time.

PRESENTATIONS

Utilities Director Garcia introduced the Utilities Department Project Manager Maria Gilvarry who oversees all aspects of the projects within the Utilities Department.

Project Manager Gilvarry introduced the newest Project Manager within the Utilities Department Mr. Eric Tapia.

Mr. Rob Ederer with Souder, Miller & Associates presented to the Governing Body a status update on the Raw Water Conveyance Project. Mr. Ederer briefly went over the PowerPoint presentation that described the City's pipelines and points of diversion.

Mr. Ederer gave a brief overview of the Pre-Sediment Basins' capacity, operational flexibility and gravity flow. Mr. Ederer explained the Preliminary Engineering Report Supplementation Raw Water Pipe Network that was given completed October 2014 and proposed a 36-inch being installed and dividing the project into four phases. Mr. Ederer advised the estimated cost of the project is about 8.1 million to include construction and engineering services. Mr. Ederer described the schedule of completion and funding sources.

Mr. Ederer described the next steps for the City to take and summarized the presentation.

Questions were asked about the funding sources.

Utilities Director Garcia advised the governing body of the funding sources and the additional grant/loan from the Water Trust Board for the Bradner Reservoir that may be used depending on the outcome of the bids.

Presentation by Mr. Ed Toms with URS Corporation to provide a project status update on the Bradner Enlargement Project.

Mr. Toms gave a brief history of the Bradner Dam Enlargement Project and existing facilities. Mr. Toms described the phasing of the project with Phase 1 being the Raw Water Conveyance including downstream piping and reservoir fill and drain lines. Phase 2 is to include the remaining tasks of creating the EAP and O&M Manual, completion of designs, bidding and construction.

Mr. Toms advised the Governing Body of the funding sources that would be used which included four sources and named each in the order they would be used, State Revolving Fund (SRF) 3124 for construction only, Capital Outlay for Engineering and construction, Water Trust Board 317 for construction only and City funds.

Mr. Toms presented the schedule of the Bradner project for permitting, Phases 1 and 2 and funding.

Questions and discussion took place regarding the project timeline schedule. Concerns were expressed about the funding sources and their ability to extend any reversion dates if the funding has not been spent in time. Questions were asked about the negotiations with the Morada property.

DISCUSSION ITEMS

9. Amendment #2 to Souder, Miller & Associates contract for the Raw Water Conveyance Project.

Utilities Director Garcia advised that amendment #2 is for Planning and Design of the Raw Water Conveyance Project. The project is planned to include replacement of the existing Raw Water Conveyance pipeline between Diversion and the Bradner Inlet/Outlet. The project will include site work, control valves, air relief valves and connections. Utilities Director Garcia asked that the item not be placed on the consent agenda as updated information will be provided at the regular meeting.

11. Award of request for bids #2015-13 Landfill Corrective measures and Closure Project to the low bidder, New Image Construction.

Scott McKittrick, Project Manager of Souder, Miller & Associates gave an update and background on the Landfill closure project.

Utilities Director Garcia advised the project consists of minor grading/filling of an existing landfill cover, filling of ponding area, storm water improvements to provide improved drainage, construction of a leachate collection system and associated miscellaneous items. Bid amounts do not include NMGRT.

Questions and discussion took place regarding funding sources.

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

15. Consideration of repealing Encroachment Agreement #2925-14 between Isabel Saavedra and the City of Las Vegas for property located at 1408 South Pacific Street.

Zoning/Licensing Supervisor Benito Lujan advised the governing body that previously the governing body had approved the encroachment agreement between Isabel Saavedra and the City of Las Vegas for a porch along South Pacific Street which encroaches approximately 7 feet onto City Right of Way of South Pacific Street. After further research by Jashe Alcon from Redline LLC, the property surveyor, it was discovered that the porch attached to Isabel Saavedra's home is part of the property according to a plat showing survey

prepared by H.E Beismen on September 7, 1966 for property located at 1408 South Pacific.

City Manager Martinez advised language would be added that the City will maintain an easement through the right of way which was agreeable with the property owner.

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

1. Open Meetings Resolution #15-01.

City Clerk Fresquez advised the governing body the resolution establishes reasonable notice of City Council Meetings in compliance with the Open Meetings Act. Approval of the resolution is required annually.

City Clerk Fresquez advised the changes that were made to meeting time and dates were the Housing Committee would be meeting at 10:00 a.m. rather than 11:00 a.m. City Clerk Fresquez advised there was an addition of the Labor Relations Board being included in the Open Meetings Resolution.

Councilor Gurule-Giroń requested that an Ethics Committee be enacted as per the City Charter.

Councilor Herrera advised recommendations to the Charter Committee should be available shortly with hopes for it to begin in March.

City Manager Martinez requested that the Extra-Territorial Authority be changed to Extra-Territorial Zoning Authority.

The Governing Body asked the item not be placed as a consent agenda item as there changes requested.

2. Resolution #15-03 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 or out within the various funds. Finance Director Gallegos explained the purpose of the transfer is grant funding for advertising in working collaboratively with MainStreet, Citizens Committee for Historic Preservation, Las Vegas Arts Council, Friends of the City of Las Vegas Museum.

Questions were asked who would administer the grant.

City Manager Martinez advised contracts were provided to each of the entities named by Finance Director Gallegos and those contracts tie into the main contract the City as with the State of New Mexico.

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

3. Resolution #15-02 Supporting the Tri-County (San Miguel, Mora and Guadalupe) Adult Reintegration Center.

City Manager Martinez advised Ms. Pat Leahan had presented previously to the governing body regarding the reintegration center. City Manager Martinez advised the Northern New Mexico HIA Team is in the final stages of completing a study on the benefits of a reintegration which will provide services necessary to help incarcerated persons become self-reliant and productive citizens, and improve overall community wellbeing.

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

4. Memorandum of Understanding between the City of Las Vegas and Comedor De San Pascual, Inc.

City Manager Martinez advised Comedor De San Pascual would like to enter into an MOU with the City of Las Vegas to provide a meal service to persons of all ages at least one night a week.

Pam Davis of Comedor De San Pascual briefly described the agreement to the governing body.

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

5. Agreement between the City of Las Vegas and the Friends of the Las Vegas Carnegie Library.

Gina Harris advised the governing body that the Friends of the Las Vegas Carnegie Library are proposing to enter into an agreement with OverDrive for the purpose of providing an e-book service out of Carnegie Library. Under the agreement the Friends would 100% of the cost for the first year and 66% of the cost for the second and third years.

City Manager Martinez advised the City's share will be paid from General Obligation Bond for books.

Questions and discussion took place regarding funding and how patrons can obtain the e-books.

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

6. Resolution #15-04, a resolution Re-Adopting the State and Federal Procurement Code.

City Manager Martinez advised this process is a requirement for the CDBG Grant application.

Project Manager Cavazos advised the City is required to adopt and adhere to a procurement policy by resolution annually for CDBG projects.

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

7. Resolution #15-05 a resolution approving a Fair Housing Policy.

Project Manager Cavazos advised the City as required to adopt a Fair Housing Policy resolution as required for CDBG application.

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

8. Resolution #15-06, a resolution adopting the City of Las Vegas' Section 3, Citizenship participation and Residential Anti-Displacement and Relocation Assistance Program.

Project Manager Cavazos advised the as per CDBG grant applications, the City is required to adopt a Section 3, Citizenship Participation and Residential Anti-Displacement and Relocation Assistance Plan annually.

Questions were asked for clarification of anti-displacement and relocation assistance plan and would adopting three plans as one resolution be acceptable.

10. Award of request for bids #2015-12 and enter into agreement for liquid aluminum sulfate for the Water Treatment Plant.

Utilities Director Garcia advised liquid aluminum sulfate is required to ensure proper filtration of the water supply. One bid was received and is the company that currently supplies the chemical and there is no cost increase. Utilities Director advised the budget for liquid aluminum sulfate is \$15,000. The company that submitted the bid was Chemtrade Chemicals US, LLC.

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

12. Resolution #14-69 authorizing the purchase of a Utility easement and real property from Floyd's Rental Center Inc.

Utilities Director Garcia advised the City is installing an effluent water system that will supply water to Hanna Park. The purchase of the roadway between Floyd's Rental Center and the Las Vegas Recreation Center, half of the entrance to the Recreation Center as well as the purchase of an easement through Floyd's Rental Center is needed to obtain the easement for the installation of the effluent

water line between North Grand Avenue and the effluent water line at the NMHU golf course.

Questions and discussion took place regarding disclosing any information of relation of financial interest prior to voting on the item when presented.

Councilor Herrera advised that his first cousin is married into the Chavez family and he would abstain from the vote.

The Governing Body agreed to not place the item as a consent agenda item.

13. Publication of Ordinance #14-10 Bond Water System Improvements repealing and replacing Ordinance 12-16.

Utilities Director Garcia advised the bond ordinance in the maximum aggregated principal amount of \$20 million and will authorize the issuance of one or more series of the New Mexico water utility loan system improvement revenue bonds based on the agreement between the City and the New Mexico Finance Authority. The bond ordinance expired on November 19, 2014 and needs to be extended. Utilities Director Garcia advised the agenda background lists an amount of \$45,664,061.00 and he is unsure where that number came from and would like to check with his Administrative Assistant and Financial Specialist and bring an accurate number to the governing body and requested the item not be placed as a consent agenda item.

Questions were asked about the ordinance process and if the ordinance will be published.

City Manager Martinez advised at the next regular meeting the ordinance will be for publication only and the following meeting would be adopted through the public hearing.

14. Discussion and direction for Lobbyist during the 2015 Legislative Session.

City Manager Martinez advised the City Council has identified Water and the Recreation Center as Legislative priorities and thus will require a lobbying effort by the City. City Manager Martinez gave the governing body a brief estimate of the cost associated with sending one Council Member two to three days a week during the Legislative Session which would approximately be \$3,114.00.

Discussion took place regarding the upcoming Legislative Session.

Councilor Gurule-Giroñ advised the City's Charter is very specific that the Mayor is the spokesperson and members of the council should have the opportunity to attend should they chose to.

Discussion took place regarding lobbying efforts to obtain the old State Police Building and the PNM building for the City.

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

City Manager Martinez advised he had items for Executive Session regarding personnel matters and negotiations on water rights.

Questions and discussion took place regarding phone votes in the absence of any member of the Governing Body.

Concern was expressed regarding the Little Caesars business not following one of the condition to build a wall set forth during the approval for them to build at their location and the residents in the area are upset.

City Manager Martinez advised he received the call also regarding Little Caesars and the ordinance called for a six foot wall built but due to utilities located along that line it would have compromised the utilities since the concrete wall requires a deep trench. City Manager Martinez expressed his concern that the utilities were not identified prior.

Councilor Howell made a motion to convene into Executive Session. Councilor Gurule-Giroń 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-Giron	Yes
Vince Howell	Yes	Joey Herrera	Yes

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

EXECUTIVE SESSION

Councilor Herrera made a motion to reconvene into regular session, no action was taken. Councilor Gurule-Giroń and Councilor Romero seconded the motion.

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

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

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

Councilor Herrera made a motion to adjourn. Councilor Gurule-Giroń 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-Giron	Yes
Vince Howell	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 CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, JANUARY 21, 2015 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Alfonso E. Ortiz, Jr. - Absent

COUNCILORS: Tonita Gurule-Giroń-Mayor Pro Temp
Vincent Howell
Joey Herrera-Absent
David L. Romero

ALSO PRESENT: Elmer J. Martinez – City Manager
Casandra Fresquez – City Clerk
Dave Romero – City Attorney
Juan Montano – Sergeant at Arms

CALL TO ORDER

Mayor Pro Temp Gurule-Giroń called the meeting at 6:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Pro Temp Gurule-Giroń asked for a moment of silence to appreciate the snow and moisture we have been receiving and for good health through the winter months.

City Manager Martinez advised everyone that Mayor Ortiz, Jr. was absent due to attending the Legislative Session and also added that Councilor Herrera was not present due to work related matters. City Manager Martinez made note of Councilor Gurule-Giroń taking on the duty of Mayor Pro Temp designated by Mayor Ortiz, Jr.

APPROVAL OF AGENDA

City Manager Martinez recommended removing item #4 from the Consent Agenda due to Friends of the Library bringing a second agreement with substantial changes after the work session had already taken place and it would be brought in at a later date. City Manager Martinez also recommended removing New Business Item #9 to discuss several legal matters with the City Attorney.

Mayor Pro Temp Gurule-Giroń asked City Attorney Romero if he agreed with the recommendation of removing New Business Item #9 from the agenda.

City Attorney Romero informed Council that he agreed with the recommendation to remove New Business Item #9 based on the clarification of litigation verses a separate resolution by the Council.

Councilor Howell made a motion to approve the agenda with the recommended changes of removal of Consent Item #4 and to remove New Business Item #9. Councilor Romero seconded the motion. Mayor Pro Temp Gurule-Giroń 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	Absent

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

APPROVAL MINUTES

Councilor Howell made a motion to approve minutes for December 8th, December 17th, and December 22, 2014. Councilor Romero seconded the motion. Mayor Pro Temp 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	Absent

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

MAYOR'S APPOINTMENTS

None at this time.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

None at this time.

PUBLIC INPUT

None at this time.

CITY MANAGER'S REPORT

City Manager Martinez reported that the meeting was being recorded and added that the system was not in service for the prior meeting due to working on conversions but noted that it was in proper working order thanks to IT Manager, Diego Trujillo.

City Manager Martinez stated to Council that Morrison Street has been an item that has been looked at by the City for some time regarding turning Morrison Street into a one way street. City Manager Martinez added that meetings took place with stakeholders including; O.L.O.S. Church, San Miguel County Court Personnel, engineers and City Staff concerning the recommendation for the project. City Manager Martinez advised that the recommendation was brought to the Development Review Team and they approved striping, parking and stop signs. City Manager Martinez explained that all the plans and materials needed are in hand to follow through with the project and advised that Miller Engineering recommended that the City moves forward with the project. City Manager Martinez advised that the Las Vegas Optic would be reached to provide public information before going ahead with the project.

Mayor Pro Temp Gurule-Giroń asked if a traffic study was conducted.

City Manager Martinez explained that a traffic study was not performed, however a traffic count was completed and two engineers went to the sights and looked at sight view issues regarding the right hand and left hand turns going north on Morrison, parking issues and backing conflicts and determined that based on their analysis, it would be best to go with the one way, much like the set up used for the 4th of July Fiestas.

Mayor Pro Temp Gurule-Giroń expressed her disappointment in regards to no traffic study being conducted but asked if the traffic count included the actual school buses.

City Manager Martinez advised Council that buses were included in the traffic count. City Manager Martinez stated that there were additional proposals to work in that area and the schools were contacted and were present at DRT when these items were discussed. City Manager Martinez advised there was concurrence from the schools with the regards to the proposed changes.

Mayor Pro Temp Gurule-Giroń had questions and concerns regarding public input and outreach from the residents of Morrison and Valencia Streets with any concerns about the proposed changes.

City Manager Martinez explained that the information would be put out on the Las Vegas Optic for twenty two weeks before implementation and if any opposition would arise it would be brought back to the engineers to verify.

PRESENTATIONS

Fire Chief Phillip Mares made a presentation recognizing the following City of Las Vegas Fire Department employees on promotions and commendations

Mr. Billy Montoya from Lieutenant to Commander-14 ½ years of Service

Mr. Roberto Ortiz from Firefighter EMT to Lieutenant-7 years of Service

Mr. Caleb Marquez from Firefighter EMT to Engineer-3 ½ years of Service

Fire Chief Mares advised that a new tradition was taking place on promotions and added that the employees would be sworn in to their new positions.

City Clerk Fresquez swore in Billy Montoya, Roberto Ortiz and Caleb Marquez.

Fire Chief Mares also presented the Phoenix Award to Adrian Perea Firefighter EMT-B-1 ½ years of Service.

Fire Chief Mares recognized and commended Mr. Adrian Perea and his partner for responding to the aid of an unresponsive male on the West side of town and gave the care in order to save the life of this individual allowing him to survive and return home. Fire Chief Mares advised that Billy Montoya took part in nominating Mr. Perea for the Phoenix Award but added that Mr. Montoya would also be recognized at a later date for his part in helping in the event.

City Manager Martinez expressed his gratitude to the entire Fire Department for the services they provide for the community.

Ms. Lavinia Flores-Fenzi Executive Director of the Las Vegas San Miguel Chamber of Commerce and Industry gave a presentation in accordance with Contract #2973-14. Mr. Flores-Fenzi gave an overview on the status of the contract for the month of January 2015.

Ms. Fenzi-Flores explained that it has been challenging to work in the current building occupied due to plumbing and heating issues and added that it was recommended by the San Miguel County to find another building due to the fact that renovation costs would be too costly for their budget. Ms. Flores-Fenzi added that she was hopeful of finding another location in order to continue to provide services and to meet their contractual obligation.

Mayor Pro Temp Gurule-Giroń commended Ms. Flores-Fenzi for the dedicated work considering the circumstances and asked if she had shared the information with City Manager Martinez prior to the meeting.

Ms. Fenzi-Flores advised that the Chairman of the Board of Directors meets with the City Manager on a regular bases.

City Manager Martinez advised that he had not had the opportunity to review the deliverables in comparison with the contract and asked if he could be notified of the next Board Meeting.

Ms. Fenzi-Flores advised that a formal notice of meeting would be sent out.

Discussion took place regarding the by-laws of the representatives being voting or non-voting members.

Councilor Howell had questions and concerns on the number of members of the chamber of commerce before obtaining the city contract.

Ms. Fenzi-Flores gave a brief overview of the professional services provided for both businesses and for the community and advised that the total of members would be approximately eighty two and assured Council that a listing of members prior to December would be provided to them.

Mayor Pro Temp Gurule-Giroń thanked Ms. Fenzi-Flores and City Manager Martinez for re-instating the Chamber of Commerce and thanked council for their consensus and support to the Chamber of Commerce.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the Finance Report ending December 31, 2014 collecting forty six percent of revenues for the General Fund due to the inconsistencies of property taxes coming in but is right on target at fifty percent for the month of January and expenditures for the General Fund were at forty seven percent.

Councilor Howell had questions on the expenditures for the airport.

Finance Director Gallegos clarified the expenditures were due to hiring a half time employee to assist the Airport Manager.

Mayor Pro Temp Gurule-Giroń had questions on the Intergovernmental revenue funds and on the General Services expenditures.

Finance Director Gallegos explained the Intergovernmental Funds were for the Motor Vehicle License Division which came in higher than anticipated and explained that the General Services expenditures went to Insurance payments and were higher due to the reason of being paid ahead of time.

Finance Director Gallegos advised that the Recreation Department revenues and expenditures both came in at forty one percent.

Councilor Howell asked what the final turnout was for the Fitness Challenge at the Recreation Department and advised that he had joined and commended Recreation Department Staff for a job well-done regarding the challenge.

City Manager Martinez advised there were one hundred and six people who joined the Fitness Challenge.

Finance Director Gallegos added that Ms. Martin was very enthusiastic with Department Heads in challenging them to join and that she is searching for different ways to generate additional revenue for the Recreation Department.

Mayor Pro Temp Gurule-Giroń had a question on how the Recreation Department was being subsidized at this time due to the department not bringing in the expected revenue.

Finance Director Gallegos advised that the General Fund Transfer of \$450,000.00 was approved by Mayor Ortiz, Jr. and Council at the beginning of the year was available as the subsidy for the Recreation Department.

Finance Director Gallegos reported that the Enterprise Funds revenue was at forty five percent, stating that natural gas would increase because of the cold winter months and the water consumption increase this month in comparison to the same month last year and expenditures came in at forty two percent.

Discussion took place regarding the revenue increase for the Solid Waste Department and the detailed process of Budget Adjustments pertaining to rate increases.

Councilor Howell requested an analysis of the dollar amount accumulated from water rate increases for the year 2014.

Finance Director Gallegos advised Council that she would meet with Utilities Director Garcia and generate a report for 2014 and would be brought to the next meeting.

CONSENT AGENDA

City Clerk Fresquez read the consent agenda Business Items into the record to include Business Items one, two, three, five, six, seven, eight, nine and ten.

1. Approval of Resolution#15-03 Budget Adjustment Resolution.

Resolution #15-03 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 15-03

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 providing advertising and promotional services to promote tourism, 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 JANUARY, 2015.**

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

2. Approval of Resolution #15-02 Supporting the Tri-County (San Miguel, Mora and Guadalupe) Adult Reintegration Center.

Resolution #15-02 was presented as follows:

CITY OF LAS VEGAS

RESOLUTION NO. 15-02

A RESOLUTION OF SUPPORT FOR TRI-COUNTY (SAN MIGUEL, MORA AND GUADALUPE) ADULT REINTEGRATION CENTER

The primary purpose of the Northern New Mexico (NNM) Health Impact Assessment (HIA) Team is to promote health equity and health in all policies. The Northern New Mexico HIA Team is in the final stages of completing a study on the benefits of a reintegration center which will enhance the quality of life through the improvement of the health, welfare, and safety of all residents.

WHEREAS, New Mexico has the highest rate of drug-induced deaths in the country and alcohol-related chronic disease in all three counties is higher than the state average; and

WHEREAS, the Northern New Mexico Counties suffer from high rates of alcoholism, suicide, domestic violence and recidivism; and

WHEREAS, domestic violence involving alcohol is higher in San Miguel County than the State average; and

WHEREAS, the characteristics and rate of recidivism at the San Miguel County Detention Center is much higher than the national rate. The negative effects on physical and mental health of detainee and family with statistics showing children of incarcerated parents are twice as likely to be incarcerated themselves; and

WHEREAS, research shows that six of ten prison and jail inmates meet criteria for a substance use problem; and

WHEREAS, individuals with behavioral health addiction issues must wait for long periods of time before attaining access to support services; and

WHEREAS, the lack of access to support services is a barrier to recovery and prevention of recidivism; and

WHEREAS, lack of health care, job skills, education, and stable housing further increase the risk of recidivism; and

WHEREAS, poor connection with community behavioral health providers negatively affects a high portion of the incarcerated group, as well as public safety; and

WHEREAS, the U.S Department of Justice says that, for every dollar the community invests in the reintegration center, three dollars is saved in the community; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Las Vegas strongly supports the establishment of a Tri-County Reintegration Center that will provide services necessary to help incarcerated persons become self-reliant and productive citizens, and improve overall community well-being.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2015

3. Approval of Memorandum of Understanding between the City of Las Vegas and Comedor De San Pascual, Inc.

5. Approval of Resolution #15-04, a resolution Re-Adopting the State and Federal Procurement Code.

Resolution #15-04 was presented as follows:

CITY OF LAS VEGAS

RESOLUTION NO. 15-04

A RESOLUTION RE-ADOPTING THE STATE AND FEDERAL PROCUREMENT CODE

WHEREAS; the purpose of this resolution is to adopt regulations to define the general and specific requirements of the Procurement Code; and

WHEREAS; the City of Las Vegas is a Home Rule Charter and as such has the opportunity to maintain its own Procurement Code or adopt the State of New Mexico and Federal Procurement Code; and

WHEREAS; the Governing Body may adopt regulations through resolution or ordinance to affect the powers and duties granted to municipalities by state law; and

WHEREAS; the Governing Body is adopting both the State of New Mexico and Federal Procurement Code; and

WHEREAS; the City of Las Vegas will follow the more stringent of the codes in accordance with any State or Federal laws.

NOW, THEREFORE, BE RESOLVED THAT the City Council, the Governing Body of the City of Las Vegas, that the Procurement Codes attached hereto are the purchasing processes to be utilized by all employees of this municipality in the procurement of tangible personal property, services and construction.

PASSED, APPROVED and ADOPTED this _____ day of _____ 2015.

6. Approval of Resolution #15-05 a resolution approving a Fair Housing Policy. Resolution #15-05 was presented as follows:

CITY OF LAS VEGAS

FAIR HOUSING RESOLUTION WITH REQUIRED ELEMENTS

Resolution No. 15-05

A resolution of the Mayor and City Council of the City of Las Vegas, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the Mayor and City Council of the City of Las Vegas hereby wish all persons living, working, doing business in or traveling through this city to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the City of Las Vegas to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the City of Las Vegas will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the City of Las Vegas shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act

of 1988 and any applicable state or local laws or ordinances; and that the City of Las Vegas shall undertake the following actions to affirmatively further fair housing:

1. mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media
2. posting copies of this resolution at identified locations
3. and distributing flyers

PASSED AND ADOPTED BY THE Mayor and City Council of the City of Las Vegas

_____ on this _____ day of _____.

7. Approval to Award request for bids #2015-12 to Chemtrade Chemicals US, LLC and enter into agreement for liquid aluminum sulfate for the Water Treatment Plant.

8. Approval to Award request for bids #2015-13 Landfill Corrective Measures and Closure Project to New Image Construction.

9. Approval of repealing Encroachment Agreement #2925-14; recognizing and maintaining the prescriptive right of sidewalk easement.

10. Approval to designate Mayor Alfonso E. Ortiz, Jr. to be the lead lobbyist during the 2015 Legislative Session.

Councilor Howell made a motion to approve consent agenda as read into the record. Councilor Romero seconded the motion. Mayor Pro Temp Gurule-Giroñ asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

OLD BUSINESS

1. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance #14-11 amending Ordinance #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.

Councilor Howell made a motion to go into public hearing. Councilor Romero seconded the motion. Mayor Pro Temp Gurule-Giroń 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	Absent

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 to be sworn in. Ken Garcia was sworn in.

Utilities Director Garcia advised that on December 17, 2014 Council approved publication of Ordinance 14-11. 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 November 21, 2014 an interim loan agreement 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 is amended to reflect the additional funding.

Councilor Howell made a motion to accept the record proper. Councilor Romero seconded the motion. Mayor Pro Temp Gurule-Giroń 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	Absent

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

Councilor Howell made a motion to close public hearing. Councilor Romero seconded the motion. Mayor Pro Temp asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Howell made a motion to reconvene into regular session. Councilor Romero seconded the motion. Mayor Pro Temp 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	Absent

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

Councilor Howell made a motion to Adopt Ordinance #14-11 amending Ordinance #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. Councilor Romero seconded the motion.

Due to the length of Ordinance 14-11, a complete copy may be obtained at the City Clerk's Office.

Mayor Pro Temp Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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 Plaza Hotel LVNM, LLC, DBA Plaza Hotel/Plaza Bar/Plaza Saloon/Plaza Ballroom located at 230 Plaza Street, Las Vegas, New Mexico 87701, License #0086.

Councilor Howell made a motion to go into public hearing. Councilor Romero seconded the motion. Mayor Pro Temp 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	Absent

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

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

City Clerk Casandra Fresquez stated that zoning and publication requirements had been met and recommended approval of the application requesting a transfer of ownership of liquor license for Plaza Hotel LVNM, LLC.

Councilor Howell made a motion to accept the record proper and to close public hearing. Councilor Romero seconded the motion. Mayor Pro Temp 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	Absent

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

Councilor Howell made a motion to reconvene into regular session. Councilor Romero seconded the motion. Mayor Pro Temp 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	Absent

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

Councilor Howell made a motion to approve the application requesting a Transfer of Ownership for Plaza Hotel LVNM, LLC, DBA Plaza Hotel/Plaza Bar/Plaza Saloon/Plaza Ballroom located at 230 Plaza Street, Las Vegas, New Mexico 87701,

License #0086. Councilor Gurule-Giroń and Councilor Romero seconded the motion. Mayor Pro Temp 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	Absent

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

Councilor Howell took the opportunity to congratulate Mr. Affeldt on the ownership of the license.

2. Conduct a Public Hearing and Approval/Disapproval to Adopt Ordinance#14-12 amending the Official Zoning Map from a Residential Agricultural Zone (RA) to a Mixed Residential Zone (R-3) for property located at 300 South Commerce Street.

Councilor Howell made a motion to go into public hearing. Councilor Romero seconded the motion.

Mayor Pro Temp Gurule-Giroń 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	Absent

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

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

Zoning/Licensing Supervisor Benito Lujan advised that on November 24, 2014, the Las Vegas Planning & Zoning Commission considered an application submitted by Interim Community Director Matt Griego for an amendment to the Zoning map. The proposed amendment would change the Block known as 300 South Commerce Street from an RA to an R-3, which would bring all properties in compliance with the proper zoning.

Councilor Howell asked for clarification on the Residential Agricultural Zone.

Zoning/Licensing Supervisor Lujan gave a brief overview of the requirements that needed to be met in order to be re-zoned to an R-3.

Councilor Howell made a motion to accept record proper. Councilor Romero seconded the motion. Mayor Pro Temp 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	Absent

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

Councilor Howell made a motion to reconvene into regular session. Councilor Romero seconded the motion. Mayor Pro Temp asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Howell made a motion to Adopt Ordinance #14-12 amending the Official Zoning Map from a Residential Agricultural Zone (RA) to a Mixed Residential Zone (R-3) for property located at 300 South Commerce. Councilor Romero seconded the motion.

Ordinance #14-12 was presented as follows:

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 14-12**

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN RA (RESIDENTIAL AGRICULTURAL ZONE) TO R-3 (MIXED RESIDENTIAL ZONE) FOR PROPERTY LOCATED AT THE 300 BLOCK OF SOUTH COMMERCE AS REQUESTED BY MATT GRIEGO INTERIM COMMUNITY DEVELOPMENT DIRECTOR (APPLICANT/PETITIONER).

WHEREAS, Interim Community Development Director Matt Griego has applied for an amendment to the official zoning map for properties located at 300 Block of South Commerce, pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on November 24, 2014 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the properties located at the 300 Block of South Commerce Street from an RA (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone), and on November 24, 2014 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on January 21, 2015, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain properties located at the 300 Block of South Commerce Street from an RA (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows: for approximately 17 properties located within the Lorenzo Lopez Addition to the City of Las Vegas.

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

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2015.

Mayor Pro Temp asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

3. Approval/Disapproval of Amendment#2 to the Souder, Miller & Associates contract for the Raw Water Conveyance Project.

Utilities Director Garcia advised that Amendment #2 is for the Planning and Design of the Raw Water Conveyance Project. The project is planned to include

replacement of the existing Raw Water Conveyance pipeline between the Diversion and the Bradner Inlet/Outlet. The project will include site work, control valves, air relief valves and connections.

City Attorney Romero initiated the discussion of matters regarding modifications to the contract with Souder, Miller & Associates pertaining to the language in the contracts which would allow the City of Las Vegas to retain gross receipts tax. City Attorney Romero requested from Council to submit the additional language regarding the amended proposed contract.

Mayor Pro Temp Gurule-Giroń stated that it was advisable that any information should be received within seventy-two hours prior to the meeting, and noted that the information was not received in the required time. Mayor Pro Temp Gurule-Giroń explained to City Attorney Romero that he never discussed the changes with City Manager Martinez who submitted the item. Mayor Pro Temp Gurule-Giroń advised that the modifications would change the entire scope of the contract and asked City Manager Martinez for his opinion on whether or not to proceed with the Business Item in question.

Discussion took place regarding several issues on the modifications on the contract and the subject of time constraint was also discussed.

Mayor Pro Temp Gurule-Giroń expressed her concern about violating the Open Meetings Act regarding the seventy two hour notice not being given. Mayor Pro Temp Gurule-Giroń requested the opinion of City Clerk Fresquez pertaining to the seventy two hour notice.

City Clerk Fresquez advised that if there is a substantial change to the contract, notice of changes would be required.

City Manager Martinez advised he had several concerns regarding the public notice requirements, the substantial changes to the contract and the deadlines for the project.

City Attorney Romero recommended approving Business Item #3 as is, without the modifications suggested by him.

City Manager Martinez stated that he would have to disagree with the City Attorney's suggestion and advised that the item should be continued and brought to a Special Meeting.

Councilor Howell made a motion to have a continuance Business Items #3 based on City Attorney's changes and Business Item #6 for a Special Meeting. Councilor Romero seconded the motion. Mayor Pro Temp Gurule-Giroń 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	Absent

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

4. Approval/Disapproval of Open Meetings Resolution #15-01.

City Clerk Casandra Fresquez advised that Resolution #15-01 Establishes Reasonable Notice of City Council Meetings in compliance with the Open Meetings Act. Approval of the Resolution is required annually.

City Clerk Fresquez advised that at the request of Council at the last Work Session Meeting was to add changes to the Open Meetings Resolution, which were the additions of Campaign and Ethics Board and the Charter Commission.

Councilor Howell made a motion to approve of Open Meetings Resolution #15-01 with the amended changes. Councilor Romero seconded the motion.

Resolution #15-01 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 15-01**

A RESOLUTION ESTABLISHING REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT; RESCINDS AND REPLACES ALL PREVIOUS CITY OF LAS VEGAS RESOLUTIONS REGARDING "REASONABLE NOTICE OF CITY COUNCIL MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS ACT."

Whereas, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 10-15-4) provides that, except as may be otherwise provided in the New Mexico Constitution or the provisions of the Open Meetings Act, all meetings or a quorum of members of any board,

council, commission, administrative adjudicatory body or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body are declared to be public meetings open to the public at all times; and

Whereas, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority of a quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public; and

Whereas, Section 10-15-1 (D) of the Open Meetings Act requires the City council to determine at least annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT;

1. **Regular Business Meeting.** Pursuant to Section 14-7 (A) of the Municipal Code, all Regular Business Meetings of the Las Vegas City Council shall be held on the third Wednesday of each month at 6:00 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the meetings from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said meetings shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephoned, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a regular meeting is postponed, notice of the new time and date of said meeting may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours to the specific time of the meeting or at the earliest date and time possible. If the date and time of the Regular meeting permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

2. **Work Sessions.** Work Sessions shall be held for the purpose of examining issues, but no official action may be taken on the second Wednesday of each month at 5:30 p.m. at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico. The agenda will be available at least seventy-two hours prior to the work session from the City Clerk whose office is located at the George Arellanes Municipal Complex, 1700 North Grand Avenue, Las Vegas, New Mexico. Notice of said work session shall be printed in a newspaper(s) of general circulation one (1) time, at the beginning of the calendar year; and shall be telephones, e-mailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice. If a work session is postponed, notice of the new time and date of said work session may be printed in a newspaper(s) of general circulation; and shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice at least seventy-two hours prior to

the specific time of the meeting or at the earliest date and time possible. If the date and time of the work session is permanently changed, the new date and time shall be printed in a newspaper(s) of general circulation twice, one (1) week apart.

3. Other Meetings Not Regularly Scheduled. Special meetings may be called by the Mayor or a majority of the members of the City Council by giving notice to each member of the Council, personally served or left at his/her usual place of residence seventy-two hours prior to the meeting. Notice of said special meeting may be printed in a newspaper(s) of general circulation at least seventy-two hours before the meeting date or on the earliest date possible prior to the date of the meeting. Notice of said special meeting shall be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcement at least seventy-two hours prior to the specific time of the meeting or on the earliest date possible prior to the time of the meeting.

4. Emergency Meetings. Emergency meetings shall be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members upon notice as practical under the circumstances. If time permits, notice of said meeting may be printed in a newspaper(s) of general circulation on the earliest date possible as soon as the meeting is called. If time permits, notice of said meeting shall also be telephoned, emailed or faxed to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice for public announcements on the earliest date and time possible prior to the time of the meeting. The notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

5. All notices shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any meeting or at the earliest possible time in case of emergency meetings. The City Council may be flexible on agenda postings under considerable circumstances.

6. The City Council may close a meeting to the public if the subject matter of such discussion or action is exempt for the open meetings requirement pursuant to NMSA Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City Council taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure of each individual member shall be recorded in a closed meeting.

(b) If the decision to hold closed meeting is made when the City Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in NMSA Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussion in a closed meeting shall be made by vote of the City Council in an open meeting.

7. The regular scheduled meetings of the City of Las Vegas' Advisory Boards, Committees, Boards and Commissions are as follows:

- Planning & Zoning Commission/Board of Adjustments – Last Monday of the month at 4:00 p.m. – City Council Chambers;
- Design Review Board – 3rd Monday of the month at 4:00 p.m. – City Council Chambers;
- Lodger's Tax Advisory Board – (Quarterly) 2nd Tuesday of the month at 2:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Authority – Last Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Extra-Territorial Zoning Commission – 3rd Tuesday of the month at 4:00 p.m. – City Council Chambers;
- Las Vegas Youth Commission – 3rd Tuesday of the month at 12:00. – City Council Chambers
- Library Board – 2nd Tuesday of the month at 4:00 p.m. – Carnegie Library;
- Finance Committee – Tuesday prior to the 3rd Wednesday of the month at 3:30 p.m. – City Council Chambers
- Utilities Committee – 2nd Tuesday of the month at 1:30 p.m. – Utilities Department;
- Public Housing Authority Board of Commissioners – 3rd Wednesday of each month at 5:30 p.m. – City Council Chambers;

- Housing Committee – Last Wednesday of the month at 10:00 a.m. – Housing Department;
- Film Commission – 1st Wednesday of the month at 4:00 p.m. – City Council Chambers;
- Museum Board – 2nd Thursday of the month at 5:00 p.m. – Las Vegas Museum & Rough Riders Memorial Collection;
- Recreation Committee – 3rd Thursday of the month at 3:00 p.m. – Recreation Center;
- Senior Advisory Committee – 2nd Tuesday of the month at 3:00 p.m. – Public Works Department;
- Tree Board – Last Tuesday of the month at 3:00 p.m. – Tierra Y Montes Conference Room;
- Labor Management Relations Board – Meeting will be scheduled and published as required by ordinance, rules and regulations;
- Campaign and Ethics Board – Meeting will be scheduled and published as required;
- Charter Commission – Meeting will be scheduled and published as required;

This Resolution shall be published in a newspaper(s) of general circulation twice, one (1) week apart after its adoption.

Done this ____ day of _____ 2015.

 Mayor Alfonso E. Ortiz, Jr.

ATTEST:

 Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only:

 Dave Romero, City Attorney

Mayor Pro Temp Gurule-Giroñ asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

5. Approval/Disapproval of Resolution #14-69 authorizing the purchase of a Utility easement and real property from Floyd’s Rental Center Inc.

Utilities Director Ken Garcia advised that the City is installing an effluent water system that will supply water to Hanna Park. The purchase of the roadway between Floyd’s Rental Center and the Las Vegas Recreation Center, half the entrance to the Recreation Center as well as the purchase of an easement through Floyd’s Rental Center property is needed to obtain the easement for the installation of the effluent water line between N. Grand Ave. and the effluent water line at the NMHU golf course.

City Manager Martinez advised that Councilor Herrera disclosed the information of having ties to an employee from Floyd’s Rental Center by way of being related to his girlfriend.

Councilor Howell made a motion to approve Resolution #14-69 authorizing the purchase of a Utility easement and real property from Floyd’s Rental Center Inc. Councilor Romero seconded the motion.

Resolution #14-69 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 14-69**

A RESOLUTION AUTHORIZING THE PURCHASE OF AN EASEMENT (2,850 SQ FT) AND A PORTION OF PROPERTY (14,696 SQ FT) OWNED BY FLOYD’S RENTAL CENTER, INC. DESCRIBED AS LOT 1 OF SECOND DIVISION OF ABANDONED U HWY 85, LAS VEGAS LAND GRANT, LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO. WD BOOK 237, PAGE 8991 FILED MARCH 23, 2001. LOT 1 PLAT BOOK 37, PAGE 136. SAID TRACT CONTAINS 9.790 ACRES (426,454.4 SQ FT).

WHEREAS, Floyds Rental Center, Inc. is the record owner of a certain parcel of land at 1801 N. Grand Ave, Las Vegas New Mexico; and

WHEREAS, the City of Las Vegas, New Mexico desires to purchase a roadway and an easement from Floyds Rental Center, Inc; and

WHEREAS, the City Council of the City of Las Vegas desires to purchase the land.

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

1. The City of Las Vegas is authorized to enter into the purchase agreement with Floyds Rental Center, Inc. for the easement and roadway, for appraised value, being described as a portion of Lot 1 of Second Division of Abandoned US Hwy 85, Las Vegas Land Grant, Las Vegas, San Miguel County, New Mexico, and filed with San Miguel County Clerk, Plat Book 37, Page 136.
2. The Survey of said property to be completed prior to completion of the Purchase agreement.
3. Acting City Manager, Elmer J. Martinez is authorized to execute documents necessary to complete the sale and transfer of the subject property.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2015.

Mayor Pro Temp Gurule-Giroń 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	Absent

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

City Manager Martinez added that Councilor Herrera also informed of having no financial interest in the project.

7. Approval/Disapproval of Resolution #15-07 Endorsing efforts to maintain the Southwest Chief Passenger service between Lamy/Santa Fe, New Mexico and Newton, Kansas.

City Manager Martinez advised that the Southwest Chief, one of Amtrak's premier passenger trains, serves southwestern Colorado, western Kansas and northern New Mexico. Amtrak provides a gateway to tourists from the west coast and Midwest and most importantly provides a transportation link to the citizens of Northern New Mexico.

Councilor Howell made a motion to approve Resolution #15-07 Endorsing efforts to maintain the Southwest Chief Passenger service between Lamy/Santa Fe, New Mexico and Newton, Kansas. Councilor Romero seconded the motion.

Resolution #15-07 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 15-07**

A RESOLUTION ENDORSING EFFORTS TO MAINTAIN THE SOUTHWEST CHIEF PASSENGER SERVICE BETWEEN LAMY/SANTA FE, NEW MEXICO AND NEWTON, KANSAS

WHEREAS, the Southwest Chief, one of Amtrak's premier passenger trains, serves southwestern Colorado, western Kansas and northern New Mexico as it lays between Chicago and Los Angeles on the host railroad line of Burlington Northern Santa Fe (BNSF); and

WHEREAS, eastbound and westbound trains stop at Las Vegas daily and have in past years served over 636,350 passengers (63,630 local travelers and 572,510 out-of-state travelers); and

WHEREAS, the Chief and its famous predecessors (such as the Santa Fe Railroad's fabled "Super Chief") have served this route since the late 1880's and

WHEREAS, the train has consistently held the best on-time record for Amtrak's long distance trains and the train is ranked among the best Amtrak earners; and

WHEREAS, Amtrak has added an additional coach to the train in 2010 due to increased demand; and

WHEREAS, the train is a key economic contributor in the past years the fiscal impact has been approximately \$500 million with \$68.7 million in lodging, \$85.9 million food/beverage, \$52 million miscellaneous retail direct/indirect impact of visitors spending not only to Northern New Mexico, but also serves as a transportation link to New Mexico, the Southwestern states and the national route from Eastern to Western United States; and

WHEREAS, Amtrak provides a gateway to tourists from the west coast and Midwest, and most importantly Amtrak provides a transportation link to the citizens of Northern New Mexico that is of growing importance and will likely become critical as our citizens age and rising energy prices curtail the attractiveness of driving and flying; and

WHEREAS, the route of the Southwest Chief through Northern New Mexico, Colorado and Kansas is being threatened and the estimated cost to replace after abandonment would be in the billions of dollars where track replacement is estimated at \$1 million per mile; and

WHEREAS, Burlington Northern Santa Fe wants Amtrak to pay the costs of improvement and the maintenance costs for the route; and

WHEREAS, Amtrak estimates this could amount to \$200 million over ten years including \$94 million at the front-end to bring the line back up to standards across the three states; and

WHEREAS, Amtrak has indicated that it would like to undertake this improvement because the route is scenic and well traveled, but current fiscal circumstances may impact its ability to do so; and

WHEREAS, in past years the tax impact has been approximately \$29 million with \$19.1 million in gross receipt taxes, hotel taxes \$13.4 million, property tax: Santa Fe County \$2.3 million, San Miguel County amount to be provided, Mora County \$1.4 million and Colfax County \$2.6 million and there are other developments, (i.e. the Elk River Coal Mine) that would generate three Burlington Northern Santa Fe coal trains weekly in the next several years.

THEREFORE BE IT RESOLVED,

1. The City of Las Vegas calls upon all members of the Congress to support continuation of the Amtrak Southwest Chief route.
2. The City of Las Vegas calls upon the members of the legislature of the State of New Mexico to support continuation of Amtrak Southwest Chief route.
3. The City of Las Vegas calls upon the Governor of the State of New Mexico to support continuation of the Amtrak Southwest Chief route.
4. The City of Las Vegas calls upon representatives of Amtrak and Burlington Northern Santa Fe (BNSF) to strongly endorse continuation of the Amtrak Southwest Chief route
5. The City of Las Vegas endorses the continuation of the Amtrak Southwest Chief route.
6. The City of Las Vegas recommends that all community and civic leaders throughout the states of Kansas, Colorado and New Mexico to connect with each other and their colleagues so that the three states can coordinate their efforts to protect the route of the Southwest Chief.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only:

Dave Romero, City Attorney

Mayor Pro Temp Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

8. Approval/Disapproval of City Manager’s recommendation on appointment of a Community Services Director.

City Manager Martinez advised that in accordance with the City of Las Vegas, New Mexico Municipal Charter 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 Services Director.

City Manager Martinez recommended Phillip Ortiz for the position of Community Services Director and advised that he was well qualified for the position.

Mayor Pro Temp Gurule-Giroń took the opportunity to thank City Manager Martinez and City Clerk Fresquez for their hard work in the hiring process and congratulated and welcomed Phillip Ortiz to the City of Las Vegas.

Councilor Howell made a motion to approve the City Manager’s recommendation on the appointment of Community Services Director to Phillip Ortiz. Councilor Romero seconded the motion. Mayor Pro Temp Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mr. Phillip Ortiz expressed his gratitude to Council, City Manager and City Clerk for the opportunity and advised he was looking forward to working for the City of Las Vegas.

City Manager Martinez thanked all the applicants who had applied for the position and thanked the staff who helped in the hiring process.

COUNCILORS' REPORTS

None at this time.

EXECUTIVE SESSION

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

ADJOURN

Councilor Howell made a motion to adjourn. Councilor Romero seconded the motion. Mayor Pro Temp Gurule-Giroñ asked for roll call. Roll Call Vote was taken and reflected the following:

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

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 SPECIAL MEETING HELD ON
FRIDAY, JANUARY 30, 2015 AT 1:30 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

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

ALSO PRESENT: Elmer J. Martinez- City Manager
Casandra Fresquez- City Clerk
Dave Romero – City Attorney
Juan Montano- Sergeant at Arms

CALL TO ORDER

Mayor Alfonso E. Ortiz, Jr. called the meeting to order at 1:35 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to thank God for all our blessings and to share them with as many people as we can and also thankful for the moisture we have been receiving.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz, Jr. reported that he had attended the Legislative Session in Santa Fe and had the opportunity to speak with several dignitaries and thanked them for the appropriations made last year regarding the water issues here in Las Vegas and added that the City's needs this year would pertain to the repairs at the Recreation Department.

Mayor Ortiz, Jr. advised that he attended a Legislative Committee meeting with DFA member Linda Kehoe who advised the Legislature is looking for health and safety issues on the State recommended Capital Outlay Projects. Mayor Ortiz, Jr. added that the City is in critical need of funding for the completion of Phase I for the Recreation Department and advised that the Bill was already prepared and was awaiting signatures from several Representatives.

Mayor Ortiz, Jr. spoke briefly on acquiring a state project regarding Amtrak and advised he attended a meeting in Clayton concerning the efforts made for funding Amtrak.

APPROVAL OF AGENDA

City Manager Martinez recommended allowing Paul Cassidy to make his presentation regarding Item #1 due to the fact of bad weather and that he would be traveling and also recommended having Executive Session immediately following Business Item #1 being presented.

Councilor Gurule-Giroń made a motion to approve the agenda with the recommended changes by City Manager Martinez. Councilor Romero and 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.

PUBLIC INPUT

None at this time.

BUSINESS ITEMS

1. Approval/Disapproval to Publish Ordinance #14-10 Bond Water System Improvements repealing and replacing Ordinance 12-16.

Utilities Director Ken Garcia advised that this is a bond ordinance in the maximum aggregate principal amount of (\$20,000,000) and will authorize the issuance of one or more series of the NM water utility loan system improvement revenue bonds based on the agreement between the City and the NM Finance Authority. The bond ordinance expired on November 19, 2014 and needs to be extended.

Utilities Director Garcia advised that Paul Cassidy was not present at last meeting to answer questions regarding the support on the funding for Bond Ordinance #14-10 and added that Mr. Cassidy had a prepared analysis of the Water Enterprise Funds. Utilities Director Garcia advised the Ordinance had already been adopted with the exception of the red line changes and had expired after two years.

Paul Cassidy advised that Ordinance #14-10 was reviewed and updated from the time Council had approved it in November 2012 and also explained that it would authorize a maximum of (\$20,000,000) in loans or bonds that would be approved by council in the future. Mr. Cassidy gave a brief overview on the process of the loan regarding the changes of Ordinance 12-16 and explained the analysis layout containing Water revenues and expenditures for 2013 and 2014 and projections for the year 2015 through 2017. Mr. Cassidy also presented a brief summary of several loans on the fund analysis report.

Councilor Howell called attention to a needed change on the updated Ordinance regarding the loan amount.

Mr. Cassidy advised Council that the needed changes would be made to the Ordinance.

Discussion took place on the possible consolidation of loans which would bring down the ratio and interest rate of the loan and also discussed was the

importance of the over view of revenues generated and control costs by City staff in order to avoid a Utility rate increase.

Mayor Ortiz, Jr. expressed that the issue of increasing rates had not been a factor in the past and added that if the City didn't have the capacity, the loan would be decreased but advised that the twenty million could be managed with the current rate.

Councilor Gurule-Giroń asked if the loan was at a variable or at a locked in interest rate.

Mr. Cassidy advised Council that the interest was set at a fixed rate.

Councilor Howell made a motion to approve to Publish Ordinance #14-10 Bond Water System Improvements repealing and replacing Ordinance 12-16. Councilor Gurule-Giroń seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflecting the following:

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

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

EXECUTIVE SESSION

City Attorney Dave Romero advised there was need to go into Executive Session to discuss litigation regarding the City of Las Vegas vs. Gene Maes.

Councilor Gurule-Giroń made a motion to go into Executive Session to discuss litigation regarding the City of Las Vegas vs. Gene Maes. Councilor Romero and 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
Joey Herrera	Yes	David L. Romero	Yes

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

Councilor Herrera made a motion to exit Executive Session with no decisions made and 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:

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 Romero stated for the record that only the items that were actual potential litigation were discussed in Executive Session.

2. Approval/Disapproval of amendment #2 to the Souder Miller & Associates contract for the Raw Water Conveyance Project.

Utilities Director Garcia advised that Amendment #2 is for the Planning and Design of the Raw Water Conveyance Project. The project is planned to include replacement of the existing Raw Water Conveyance pipeline between the Diversion and the Bradner Inlet/Outlet. The project will include site work, control valves, air relief valves and connections.

Mayor Ortiz, Jr. asked how this project was to be funded and what the time limit would be to expend the funding dollars.

Utilities Director Garcia advised it was funded under an SRF Grant Loan and the deadline was in mid June.

Councilor Herrera made a motion to approve of amendment #2 to the Souder Miller & Associates contract for the Raw Water Conveyance Project. Councilor Howell seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

3. Approval/Disapproval to award bid for Water Treatment Plant Building Repairs to Hays Plumbing & Heating Inc.

Utilities Director Garcia advised that the project is to make needed repairs to the Water Treatment Plant Facility. The filtration building is settling and there are large cracks in the North and West walls. There are also issue with the roof leaking and existing exhaust fans that need to be replaced. The work includes the addition of a mixer to the sludge lagoon to keep sediment suspended until lagoon could be drained.

City Manager Martinez advised that his recommendation would be for approval to award the bid to Hays Plumbing.

Councilor Gurule-Giroń asked if the engineer would meet all the environmental impacts on the project.

Utilities Director Garcia advised that they would meet all the environmental impacts.

Councilor Howell had several questions on the bid regarding estimated dollar values and the time of when the bid went out.

Utilities Director addressed the questions and concerns to Council regarding the information on the bid.

Councilor Gurule-Giroń made a motion to approve to award bid for Water Treatment Plant Building Repairs to Hays Plumbing & Heating Inc. Councilor Romero, Councilor Herrera 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
Joey Herrera	Yes	David L. Romero	Yes

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

4. Approval/Disapproval to enter into an agreement between the City of Las Vegas and the Friends of the Las Vegas Carnegie Library.

City Manager Martinez advised that The Friends of the Library are proposing to enter into an agreement with Over Drive for the purposes of providing an e-book service out of Carnegie Library. Under the agreement the Friends would pay 100% of the cost for the first year and 66% of the cost for the second and third years. The City's share will be paid form General Obligation Bond for books.

Councilor Herrera made a motion to approve to enter into an agreement between the City of Las Vegas and the Friends of the Las Vegas Carnegie Library. 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
David L. Romero	Yes	Joey Herrera	Yes

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

5. Approval/Disapproval of Resolution #14-74 repealing and replacing Resolution #80-51 removing the water tap issued to Mr. Gene Maes and reinstalling the tap on Zeamway at 1 Airport Road.

City Manager Martinez advised that after having a discussion with Council and City Attorney Romero, he recommended continuing this item for a future meeting to give opportunity to all parties involved in order to participate in an open session and discussion on the matter before going forward with the Resolution.

Discussion took place regarding issues of an open public discussion with matters of on-going litigation between Gene Maes and the City of Las Vegas and also discussed was the subject of time line on the continuance of Business Item #5 recommended by City Manager Martinez.

Councilor Gurule-Giroń made a motion for a continuance on Business Item #5 for a future meeting; Approval/Disapproval of Resolution #14-74 repealing and replacing Resolution #80-51 removing the water tap issued to Mr. Gene Maes and reinstalling the tap on Zeamway at 1 Airport Road. Councilor Romero, Councilor

Howell and Councilor Herrera 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.

ADJOURN

Councilor Gurule-Giroń made a motion to adjourn. 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:

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.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 5 February 2015

DEPT: Police MEETING DATE: 18 March 2015

ITEM/TOPIC: Presentation on appointment of Deputy Chief of Police

ACTION REQUESTED OF COUNCIL: Presentation only

BACKGROUND/RATIONALE: A decision was made by Chief of Police to appoint Kenneth C. Jenkins to Deputy Chief of Police effective February 21, 2015.

The Deputy Chief assumes the position of the Police Chief in his absence and is the second in command of the Police Department.

STAFF RECOMMENDATION: None

COMMITTEE RECOMMENDATION: None

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



**Juan F. Montaña
Chief of Police**

REVIEWED AND APPROVED BY:



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



**ELMER J. MARTINEZ
CITY MANAGER**

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

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

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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 26 January 2015

DEPT: Police MEETING DATE: 18 February 2015

ITEM/TOPIC: Presentation on Appointment and Promotion on three (3) Personnel

ACTION REQUESTED OF COUNCIL: Presentation only

BACKGROUND/RATIONALE: Appointment to Police Commander and Promotion of Police Lieutenant and Police Sergeant.

STAFF RECOMMENDATION: None

COMMITTEE RECOMMENDATION: None

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



Juan F. Montano
Chief of Police

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

GENERAL FUND REVENUE COMPARISON
THRU JANUARY 31, 2015 - 58% OF YEAR LAPSED (7 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	787,500	1,400,458	909,400	67%
GROSS RECEIPT TAX 1.225	3,525,000	3,550,000	2,070,833	3,637,191	2,032,941	57%
FRANCHISE TAX	800,000	800,000	466,667	824,764	450,504	56%
GROSS RECEIPT TAX .75	2,350,000	2,585,000	1,507,917	2,626,837	1,337,373	52%
1/8 INFRASTRUCTURE	340,000	350,000	204,167	366,007	203,555	58%
GRT .25 (JAN 2011)	670,000	680,000	396,667	722,647	400,443	59%
LICENSE & FEES	64,000	63,000	36,750	74,942	28,872	46%
INTERGOVERNMENTAL	65,000	65,000	37,917	59,284	41,852	64%
LOCAL-FINES	97,500	87,400	50,983	78,402	41,059	47%
LOCAL-MISC	1,646,080	1,657,930	967,126	1,730,613	931,667	56%
TOTAL	10,830,949	11,188,330	6,526,526	11,521,145	6,377,666	57%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU JANUARY 31, 2015 - 58% OF YEAR LAPSED (7 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	164,183	263,071	162,117	119,339	58%
EXECUTIVE	469,235	479,970	279,983	469,235	263,423	216,547	55%
ADMINISTRATION	258,329	253,986	148,159	217,378	127,008	126,978	50%
CITY ATTORNEY	205,319	206,938	120,714	205,319	133,083	73,855	64%
PERSONNEL/HR	257,303	253,741	148,016	240,176	158,293	95,448	62%
FINANCE	527,996	572,076	333,711	494,880	327,830	244,246	57%
COMMUNITY DEV.	583,040	466,064	271,871	545,116	260,988	205,076	56%
POLICE	3,872,014	4,074,107	2,376,562	3,671,476	2,226,447	1,847,660	55%
CODE ENFORCEMENT	188,647	167,755	97,857	157,926	82,454	85,301	49%
ANIMAL SHELTER	141,070	129,000	75,250	130,138	76,430	52,570	59%
FIRE	1,297,793	1,320,485	770,283	1,124,984	688,566	631,919	52%
PUBLIC WORKS/PARKS	674,812	755,474	440,693	649,274	375,208	380,266	50%
PARKS	222,394	0	0	222,394	0	0	0%
AIRPORT	0	130,476	76,111	0	58,642	71,834	45%
LIBRARY	203,023	198,041	115,524	200,858	117,373	80,668	59%
MUSEUM	123,937	158,204	98,119	108,928	80,357	87,847	48%
GENERAL SERVICES	1,768,760	1,560,180	910,105	1,677,593	1,063,573	496,607	68%
SALARY CONTINGENCY	88,000	80,000	46,667	53,562	0	80,000	0%
TRANSFERS	0	485,385	283,141	0	297,750	187,535	61%
TOTAL	11,153,168	11,583,338	6,756,947	10,432,308	6,499,542	5,083,796	56%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU JANUARY 31, 2015 -58% OF YEAR LAPSED (7 OF 12 MONTHS)
FISCAL YEAR 2015**

	A	B	C	D	E	G
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	115,000	115,000	67,083	108,473	52,052	45%
OPEN SWIM	20,000	10,000	5,833	13,275	342	3%
YAFL	10,000	8,000	4,667	6,974	4,472	56%
YABL	16,000	18,000	10,500	20,172	17,552	98%
SUMMER FUN PROGRAM	30,000	30,000	17,500	19,907	2,220	7%
RECREATION-OTHER	37,300	45,300	26,425	40,322	33,843	75%
GEN FUND TRANSFER	450,000	450,000	262,500	450,000	262,395	58%
TOTAL	678,300	676,300	394,508	659,123	372,876	55%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JANUARY 31, 2015 -58% OF YEAR LAPSED (7 OF 12 MONTHS)**

	A	B	C	D	E	F	H
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	659,847	681,723	397,672	525,338	342,160	339,563	50%
YAFL	4,000	2,500	1,458	3,791	2,033	467	81%
YABL	4,000	4,500	2,625	2,853	2,351	2,149	52%
OTHER OPERATING EXP.	94,199	85,750	50,021	63,826	32,578	53,172	38%
CAPITAL OUTLAY	5,901	4,500	2,625	5,129	369	4,131	8%
TOTAL	767,947	778,973	454,401	600,937	379,491	399,482	49%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JANUARY 31, 2015 - 58% YEAR LAPSED (7 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	1,610,583	2,635,469	1,621,026	59%
NATURAL GAS (620)	5,121,000	5,522,000	3,221,167	5,694,027	2,762,619	50%
SOLID WASTE (630)	3,270,050	3,133,500	1,827,875	3,167,292	1,954,121	62%
WATER (640)	4,527,131	4,602,850	2,684,996	4,633,602	2,837,995	62%
<i>Total of Enterprise Funds</i>	16,043,181	16,019,350	9,344,621	16,130,390	9,175,761	57%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JANUARY 31, 2015 - 58% YEAR LAPSED (7 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	1,610,583	2,624,480	1,498,997	1,262,003	54%
NATURAL GAS (620)	5,876,448	5,522,000	3,221,167	4,312,178	2,432,077	3,089,923	44%
SOLID WASTE (630)	3,401,769	3,091,854	1,803,582	2,529,004	1,675,384	1,416,470	54%
WATER (640)	3,755,816	4,409,514	2,572,217	3,075,750	2,480,149	1,929,365	56%
<i>Total of Enterprise Funds</i>	16,343,239	15,784,368	9,207,548	12,541,412	8,086,607	7,697,761	51%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/05/15

DEPT: POLICE

MEETING DATE: 02/18/15

ITEM/TOPIC: Out of State travel for 5 Region IV Task Force Personnel.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval for out of state travel for 5 task force personnel to attend High Risk Warrant training in Fresno, CA, April 6 – 11, 2015.

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: The Region IV Narcotics Task force is requesting approval for out of state travel for 5 Task Force personnel to attend High Risk Warrant training in Fresno, CA.

COMMITTEE RECOMMENDATION:

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



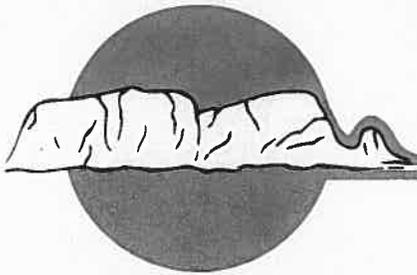
ALFONSO E. ORTIZ, JR.
MAYOR

ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)



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

TO: Elmer J. Martinez, City Manager
FROM: Juan Montano, Chief of Police
THRU: Ann M. Gallegos, Finance Director
RE: Out of State Travel-Fresno, California
April 7 - 9, 2015
5 Officers attending

ESTIMATED TRAVEL COST

3 Airline tickets @\$386 per ticket x 3 =	\$1,158.00
Per Diem for 3 officers @\$490.00 x 3 =	\$1,470.00
Per Diem for 2 officers @\$302.50 x 2 = (2 officers driving to transport ammunition)	\$ 605.00
Registration for 5 officers @\$495 x 5 =	\$2,475.00
TOTAL COST	\$5,708.00

Travel expenses will be funded with the 2015 Region IV Federal Justice Assistance Grant

CITY COUNCIL MEETING AGENDA REQUEST

DATE: February 10, 2015

DEPT: Fire

MEETING DATE: February 18, 2015

ITEM/TOPIC:

Ambulance Contract Renewal Approval

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval requested of Council

BACKGROUND/RATIONALE:

Superior Ambulance was awarded Contractor for Emergency Ambulance Services on February 13, 2013. Approval is needed for annual contract renewal.

STAFF RECOMMENDATION:

Chief Mares recommends approval.

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Contract# 2623-13

ADDENDUM (NO.2)
EMERGENCY AMBULANCE SERVICES

This Addendum entered into this 13th day of February 2015, by and between
the City of Las Vegas, New Mexico, (hereinafter termed "City") and Superior Ambulance.

(Hereinafter termed "Provider"): **WITNESSETH:**

WHEREAS, On February 13, 2013 Contract #2623-13 was awarded to Contractor for
Emergency Ambulance Services pursuant to a Request for Proposals; and

WHEREAS, the Request for Proposals provided that the original contract shall be from
the date Ambulance Services begins service with the intent to continue for three (3) years
renewable yearly and contingent on funding for the term of the contract.

NOW THEREFORE, THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

That the original contract Agreement entered into between the parties by, and the same
hereby can be extended on the anniversary date of the original Agreement between the City and
Provider for one additional year.

**IT IS FURTHER AGREED BY AND BETWEEN THE CITY AND
PROVIDER** that any and all of the remaining provisions of the original contract Agreement
entered into by and between the parties not inconsistent herewith, shall remain in full force and
effect through the extension of this Agreement.

ADDENDUM #2 TO AGREEMENT
CONTRACT # 2623-13/Superior Ambulance

PAGE 2

CITY OF LAS VEGAS

Alfonso E. Ortiz Jr., Mayor

ATTEST:

Casandra Fresquez, City Clerk Date

REVIEWED AND APPROVED:

Elmer J. Martinez, City Manager Date

Dave Romero, City Attorney Date

Superior Ambulance

Chris L. Archuleta

Executive Director DATE

Agreement / Contract
No. 2623-13
City of Las Vegas
Date

Contract# 2623-13

ADDENDUM (NO.1)
EMERGENCY AMBULANCE SERVICES

This Addendum entered into this 13TH day of February 2014, by and between
the City of Las Vegas, New Mexico, (hereinafter termed "City") and Superior Ambulance.

(Hereinafter termed "Provider"): **WITNESSETH:**

WHEREAS, On February 13, 2013 Contract #2623-13 was awarded to Contractor for
Emergency Ambulance Services pursuant to a Request for Proposals; and

WHEREAS, the Request for Proposals provided that the original contract shall be from
the date Ambulance Services begins service with the intent to continue for three (3) years
renewable yearly and contingent on funding for the term of the contract.

NOW THEREFORE, THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

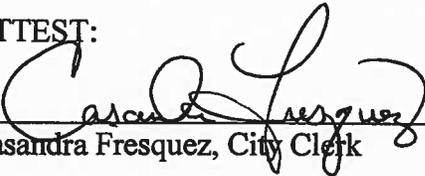
That the original contract Agreement entered into between the parties by, and the same
hereby can be extended on the anniversary date of the original Agreement between the City and
Provider for one additional year.

IT IS FURTHER AGREED BY AND BETWEEN THE CITY AND

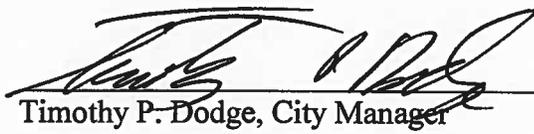
PROVIDER that any and all of the remaining provisions of the original contract Agreement
entered into by and between the parties not inconsistent herewith, shall remain in full force and
effect through the extension of this Agreement.

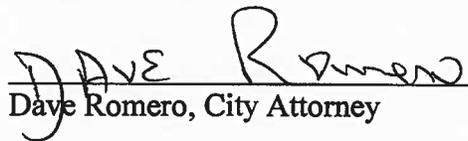
ADDENDUM #1 TO AGREEMENT
CONTRACT # 2623-13/Superior Ambulance

ATTEST:


Cassandra Fresquez, City Clerk 2/22/14
Date

REVIEWED AND APPROVED:


Timothy P. Dodge, City Manager 2/22/14
Date


Dave Romero, City Attorney 2/22/14
Date

Superior Ambulance

Chris L. Archuleta

Executive Director

DATE

Agreement / Contract
No. 2623-13
City of Las Vegas
Date

Contract# 2623-13

ADDENDUM (NO.1)
EMERGENCY AMBULANCE SERVICES

This Addendum entered into this 13TH day of February 2014, by and between
the City of Las Vegas, New Mexico, (hereinafter termed "City") and Superior Ambulance.

(Hereinafter termed "Provider"): **WITNESSETH:**

WHEREAS, On February 13, 2013 Contract #2623-13 was awarded to Contractor for
Emergency Ambulance Services pursuant to a Request for Proposals; and

WHEREAS, the Request for Proposals provided that the original contract shall be from
the date Ambulance Services begins service with the intent to continue for three (3) years
renewable yearly and contingent on funding for the term of the contract.

NOW THEREFORE, THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

That the original contract Agreement entered into between the parties by, and the same
hereby can be extended on the anniversary date of the original Agreement between the City and
Provider for one additional year.

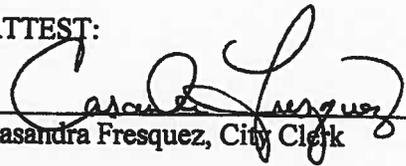
IT IS FURTHER AGREED BY AND BETWEEN THE CITY AND

PROVIDER that any and all of the remaining provisions of the original contract Agreement
entered into by and between the parties not inconsistent herewith, shall remain in full force and
effect through the extension of this Agreement.

ADDENDUM #1 TO AGREEMENT
CONTRACT # 2623-13/Superior Ambulance

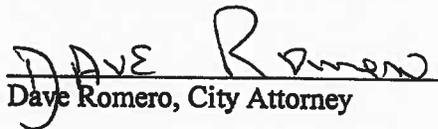
PAGE 2

ATTEST:


Cassandra Fresquez, City Clerk 2/27/14
Date

REVIEWED AND APPROVED:


Timothy P. Dodge, City Manager 2/22/14
Date


Dave Romero, City Attorney 2/22/14
Date

Superior Ambulance


Chris L. Archuleta

Executive Director 2/24/14
DATE

**CONTRACT FOR EMERGENCY
AMBULANCE SERVICES**

This Contract made and entered into this 13 day of February 2013, by and between City of Las Vegas, hereinafter referred to as "City" and Superior Ambulance Service, hereinafter referred to as "Provider." The parties hereto determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be Provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

ARTICLE 1. SERVICES TO BE PROVIDED:

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

1. REQUIRED MEETINGS

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

2. RECORDS RETENTION

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

3. HIPAA COMPLIANCE

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

4. QUARTERLY ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual report, to the City at the CLVMT meetings. Unless approved otherwise in writing, all required reports will comply with the City formats and requirements.

5. MONITORING

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

6. COMPLIANCE

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

ARTICLE 2. PERIOD OF PERFORMANCE:

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

ARTICLE 3. PLACE OF PERFORMANCE:

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

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

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

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

Superior Ambulance must maintain a response plan for the City of Las Vegas. It should consist of a minimum daily staffing level of three (3) ambulances; for response. A minimum of two (2) emergency response ambulances and one (1) combination emergency and non-emergency ambulance to be utilized in a day to day operation in the City of Las Vegas and within the San Miguel County to meet the current need for

services. At least one of these ambulance units in service shall have 4x4 driving capabilities.

Superior Ambulance agrees to staff the third (3rd) ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and non emergency/inter-facility transports. A procedure for non-emergency, non-911 responses should be established that will not interfere with the emergency staffing levels. Non-emergency response requests should be answered by Albuquerque dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so not to deplete emergency services in the City of Las Vegas, stable non-emergency transports that are going into or coming from the City of Las Vegas to other points and places outside of San Miguel County, should be conducted by their Albuquerque or Santa Fe units. For non-emergency transportation services within the City of Las Vegas, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

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

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

ARTICLE 5. COST AND PAYMENT:

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

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

Contract amount: \$175,000.00 per calendar year.

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

FOR THE CITY:

Timothy P. Dodge, City Manager
City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

FOR THE PROVIDER

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

ARTICLE 7. ASSIGNMENT OF CLAIMS:

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

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

ARTICLE 9. INSURANCE:

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

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

a. All insurance required is in effect.

b. The City is an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract.

c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the City shall be excess and not contributor insurance.

e. Waiver of subrogation on workers compensation in favor of City.

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

ARTICLE 10. RESPONSE TIME, PENALTIES AND EXEMPTIONS:

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

1. Incorrect or inaccurate dispatch information;
2. Material change in dispatch location;
3. Disrupted voice or radio transmissions not caused by the Contractor's error, negligence, or inadequate maintenance;
4. Scheduled or unscheduled CAD failure;
5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
7. Periods of unusual system overload, defined as:
 - a. greater than two simultaneous or overlapping emergency / urgent responses within the City of Las Vegas; or
 - b. greater than four simultaneous or overlapping emergency / urgent responses within the City of Las Vegas and mutual aide areas; or
 - c. Two responses dispatched within ten (10) minutes of one another
8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;

9. Organized labor actions outside of the provider's organization which intentionally delay response times or impair service delivery capabilities;
10. Delays caused by a facility being unable to receive a patient; or
11. A reasonable decision by the responding contractor representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advise by a public safety official;
12. Any delay caused by unusual circumstances that the contractor can reasonably document, which will be reviewed by the City of Las Vegas Management Team on a case by case basis and accepted or rejected by the City Manager following a recommendation from the City of Las Vegas Management Team.

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

Response Times:

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

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

PENALTY ASSESSMENT:

Penalties will be assessed based upon the following:

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the City of Las Vegas Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if

such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the provider / contractor, including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

A. Penalties: Individual response penalties of \$250.00 per response may be assessed for each individual response time, which exceeds the individual maximum response time.

B. Penalties of \$250.00 may be imposed for any other violations of this contract including but not limited to maintenance, staffing, and meetings of regulatory requirements.

COMPLIANCE STANDARDS:

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

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract FY 2012/2013, based on this Contract can be extended for three (3) one (1) year periods upon approval of the City. The Provider may refuse to agree to extend this Contract based on demonstrated financial inability to continue to provide the services. In this event, the Provider shall give the City six (6) months notice in advance of the end of the existing contract period and shall provide documentation of the financial inability. The City may refuse to review or extend the Contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of Contract termination, the Provider shall be reimbursed for completed work that is approved by the City. In no event shall the dollar amount exceed the amount of the

Contract. The City is responsible for payment to Provider for any and all services actually rendered by Provider to City under this Contract.

ARTICLE 12. NO AUTHORITY TO BIND CITY.

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

ARTICLE 13. CONFLICT OF INTEREST.

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

ARTICLE 14. INDEPENDENT CONTRACT:

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

ARTICLE 15. PROCUREMENT CODE:

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

ARTICLE 16. AMENDMENTS:

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

ARTICLE 17. SOVEREIGN IMMUNITY:

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

ARTICLE 18. WAIVER:

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

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

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

ARTICLE 20. PARAGRAPH HEADINGS:

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

ARTICLE 21. THIRD PARTY BENEFICIARY:

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

ARTICLE 22. PERSONAL LIABILITY:

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

ARTICLE 23. GOVERNING LAW:

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

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

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

ARTICLE 25. SEVERABILITY:

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

ARTICLE 26. ARBITRATION:

In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this Contractual relationship between the City and the Provider, it may be resolved by Arbitration in New Mexico in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorney's fees and associated expenses shall be awarded as decided by the Arbitrator.

ARTICLE 27. NON-APPROPRIATION:

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

ARTICLE 28. SUBCONTRACTING:

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

ARTICLE 29. NOTICE TO PROCEED:

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

ARTICLE 30. DUPLICATE ORIGINALS:

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

ARTICLE 31. COMPLIANCE WITH GOVERNING LAW:

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

ARTICLE 32. CUSTOMER SERVICE STANDARDS:

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

ARTICLE 33.

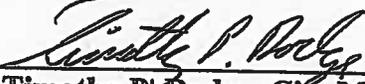
This Contract award is made as a result of a Request for Proposals issued by the City pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.*, NMSA 1978, as well as the City's Procurement Code Resolution 12-24 relating to the procurement of professional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

ARTICLE 34.

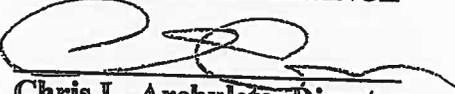
This Contract including all attachments was approved in open public session by the Governing Body of the City of Las Vegas on February 13, 2013 which public entities authorized their City Manager to execute the Contract.

Effective Date: February 13, 2013

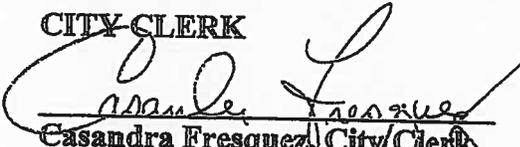
CITY OF LAS VEGAS


Timothy P. Dodge, City Manager

SUPERIOR AMBULANCE


Chris L. Archuleta, Director

CITY CLERK


Casandra Fresquez, City Clerk

APPROVED AS TO FORM ONLY:


Dave Romero, Jr., City Attorney

ATTACHMENT A

**SUPERIOR AMBULANCE SERVICES
SCOPE OF SERVICES**

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

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

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

- 1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas.
- 1.2. Comply with stipulations and agreements embodied in RFP #100-23, Superior Ambulance Service's proposal to RFP #100-23 and Superior Ambulance Service's Revised Subsidy Proposal in response to RFP #100-23, which are incorporated by reference in their entirety and made part of this Contract.
- 1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within the City.
- 1.4. Notify the City six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.
- 1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic and one State licensed basic or intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basic or higher certification.
- 1.6. Compile, maintain, and make available for inspection and audit upon request by the City or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.
- 1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportations KKK specifications.
- 1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

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

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

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

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

2. ANNUAL REVIEW:

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

3. COMPLIANCE WITH LAWS AND REGULATIONS: Provider shall:

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

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

of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

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

4. RECORDS MAINTENANCE AND RETENTION:

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

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

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

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

6. SPANISH LANGUAGE PROGRAM:

Provider shall provide Spanish Classes to assist responders in acquiring fluency with Spanish terminology related to emergency response.

7. RESPONSE TIMES:

Provider shall reach emergency response calls within the City of Las Vegas City limits in seven (7) minutes maximum.

8. PROBLEM RESOLUTION:

All problems and issues between City and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than \$1,000,000 per occurrence.

2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury covering bodily injury and property damage, with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than \$1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than \$100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such: coverage shall extend for three (3) years past the completion of the services rendered by the Company to Customer and the Company shall, upon request, provide Customer a Certificate of Insurance evidencing such extended coverage.

6. Certificates of Insurance.

Upon request, Provider shall furnish the City with Certificates(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificates as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation, shall name the City, its agents employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the City in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, City, in its reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, City shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

10. Market Fluctuations.

The City acknowledges that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the City agrees to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Las Vegas hereinafter referred to as "City" or "Business Associate" and Provider, hereinafter referred to as "Provider" or "Covered Entity" and is an attachment to a services agreement wherein Provider shall provide services to the City.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title 45 Code of Federal Regulations ("CFR"), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information ("PHI") of participants and beneficiaries covered under the services agreement and accordingly is a "Business Associate" as defined in the Privacy Rule; and

WHEREAS, the Provider is a "Covered Entity" within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. "Business Associate" shall mean the City of Las Vegas.

1.2. "Covered Entity" shall mean the Provider, "Provider."

1.3. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 154.501.

1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

- 2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.
- 2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.
- 2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.
- 2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.
- 2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- 2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section 5.3 in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide City and Provider with a means to identify and resolve issues as they rise.
2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individual's directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter is prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City Manager shall determine a resolution. The City Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Contractor in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/12/15

DEPT: Public Works

MEETING DATE: 02/18/15

ITEM/TOPIC: Consideration of Approval/Disapproval of Resolution #15-06, a resolution adopting the City of Las Vegas' Section 3 Plan

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #15-06

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution

STAFF RECOMMENDATION: Recommendation to approve Resolution #15-06

COMMITTEE RECOMMENDATION: n/a

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS ANNUAL CDBG REQUIREMENTS

RESOLUTION NO. 15-06

**RESOLUTION APPROVING THE CITY OF LAS VEGAS
SECTION 3 PLAN**

WHEREAS, the City of Las Vegas is required to comply with CDBG compliance requirements, and

WHEREAS, it is required that the City of Las Vegas' Section 3 Plan is adopted annually by resolution, and

WHEREAS, the City of Las Vegas has prepared plans that are in compliance with the CDBG requirements;

NOW THEREFORE BE IT RESOLVED by the City of Las Vegas City Council that the City of Las Vegas' Section 3 Plan is approved for implementation.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICEIENCY ONLY

Dave Romero, Jr., City Attorney

EXHIBIT 1-T

**CITY OF LAS VEGAS
SECTION 3 PLAN**

The City of Las Vegas is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The City of Las Vegas has appointed the Public Works Director or his/her Designee as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the City of Las Vegas shall:

1. Hiring
 - a. Advertise for all City positions in local newspapers, and in accordance with City Policy
 - b. List all City job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in the City. This means that if two equally qualified persons apply and one is a resident of the City and one is not, the resident will be hired in accordance with City Policy
 - d. Maintain records of City hiring as specified on this form

ANTICIPATED			HIRING 2015	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income City or Residents	# of Positions Filled	Positions Filled by Lower Income City Residents
Office/Clerical	1	1	0	0
Laborer	2	2	2	2
Seasonal	17	17	17	17

- Chart for Section 3 Plan **MUST** be filled out in its entirety.

2. Contracting

- a. The City will compile a list of businesses, suppliers and contractors located in the City.
- b. These vendors will be contacted for bid or quotes whenever the City requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the City and one from outside the City, the contract will be awarded to the business located within the community.

3. Training

The City shall maintain a list of all training programs operated by the City and its agencies and will direct them to give preference to City residents. The City will also direct all CDBG sponsored training to provide preference to City residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the

execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The City shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The City will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in Las Vegas, NM and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for San Miguel County. Information contained in our Section 3 Plan reflects the status of the City employees regarding lower income considerations based on their salary paid by the City.

Alfonso E. Ortiz, Jr., Mayor

Date

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/12/15

DEPT: Public Works

MEETING DATE: 02/18/15

ITEM/TOPIC: Consideration of Approval/Disapproval of Resolution #15-09, a resolution adopting the City of Las Vegas' Citizen Participation Plan

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #15-09

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution

STAFF RECOMMENDATION: Recommendation to approve Resolution #15-09

COMMITTEE RECOMMENDATION: n/a

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

CITY OF LAS VEGAS ANNUAL CDBG REQUIREMENTS

RESOLUTION NO. 15-09

**RESOLUTION APPROVING THE CITY OF LAS VEGAS
CITIZEN PARTICIPATION PLAN**

WHEREAS, the City of Las Vegas is required to comply with CDBG compliance requirements, and

WHEREAS, it is required that the City of Las Vegas' Citizen Participation Plan is adopted annually by resolution, and

WHEREAS, the City of Las Vegas has prepared plans that are in compliance with the CDBG requirements;

NOW THEREFORE BE IT RESOLVED by the City of Las Vegas City Council that the City of Las Vegas' Citizen Participation Plan is approved for implementation.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICEIENCY ONLY

Dave Romero, Jr., City Attorney

EXHIBIT 1-P

CITY OF LAS VEGAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CITIZEN PARTICIPATION PLAN

Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, the City of Las Vegas has prepared and adopted this Citizen Participation Plan.

Objective A

The City of Las Vegas will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income.

Action items:

- 1. Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of City upcoming meetings, actions and functions.*
- 2. Develop press releases on City meetings, actions and hearings and circulate to newspapers, radio and television media.*
- 3. Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

The City of Las Vegas will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

- 1. Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
- 2. Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
- 3. Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

The City of Las Vegas will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the City. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the City upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

The City of Las Vegas will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

The City of Las Vegas will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
 2. *Allow for appeal of a decision to a neutral authority.*
 3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*
-

Objective F

The City of Las Vegas will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

- 1. Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
 - 2. Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*
-

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/12/15

DEPT: Public Works

MEETING DATE: 02/18/15

ITEM/TOPIC: Consideration of Approval/Disapproval of Resolution #15-10, a resolution adopting the City of Las Vegas' Residential Anti-Displacement and Relocation Assistance Plan

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #15-10

BACKGROUND/RATIONALE: Is a CDBG requirement to approve annually by resolution

STAFF RECOMMENDATION: Recommendation to approve Resolution #15-10

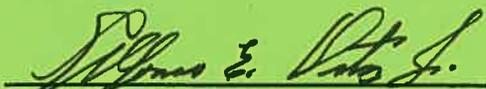
COMMITTEE RECOMMENDATION: n/a

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

CITY OF LAS VEGAS ANNUAL CDBG REQUIREMENTS

RESOLUTION NO. 15-10

**RESOLUTION APPROVING THE CITY OF LAS VEGAS
RESIDENTIAL ANTI-DISPLACEMENT
AND RELOCATION ASSISTANCE PLAN**

WHEREAS, the City of Las Vegas is required to comply with CDBG compliance requirements, and

WHEREAS, it is required that the City of Las Vegas' Residential Anti-Displacement and Relocation Assistance Plan is adopted annually by resolution, and

WHEREAS, the City of Las Vegas has prepared plans that are in compliance with the CDBG requirements;

NOW THEREFORE BE IT RESOLVED by the City of Las Vegas City Council that the City of Las Vegas' Citizen Participation Plan is approved for implementation; Residential Displacement and Relocation Plans applicable to the Las Vegas Housing Authority must be adopted by a specific and separate resolution.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICEIENCY ONLY

David Romero, Jr., City Attorney

Exhibit 1-R

CITY OF LAS VEGAS RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, The City of Las Vegas must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps The City of Las Vegas will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. The City of Las Vegas Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within the City of Las Vegas to the extent feasible, the units shall be located within the same neighborhood as the units replaced
- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless the City of Las Vegas has provided information demonstrating that such a proposed replacement is consistent with the needs

assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.

- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between the City of Las Vegas and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before the City of Las Vegas enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the City of Las Vegas must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
 - 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
 - 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.
- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within City of Las Vegas. In making such a determination, State of New Mexico Department of Finance and Administration Local

Government Division will consider such factors as vacancy rates, numbers of lower-income units in the City of Las Vegas and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the City of Las Vegas must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
 2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the "Total Tenant Payment", as

determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within City of Las Vegas

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to the City of Las Vegas for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if the City of Las Vegas or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.
 2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.

3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the City of Las Vegas determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. The City of Las Vegas determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. **Cost of Relocation Assistance** The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
 - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the City of Las Vegas covering the rehabilitation or demolition.

IX. Grievances

The City of Las Vegas will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

The City of Las Vegas herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

Plan Adoption Date: _____

Adoption Instrument: _____

Certified By: _____
Alfonso E. Ortiz, Jr., Mayor

_____ Date

Copy to Local Government Division with attachments

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/06/15

DEPT: Utilities

MEETING DATE: 02/18/15

ITEM/TOPIC: Award bid for Taylor Well No. 7 Blending to Hays Plumbing & Heating Inc.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award bid.

BACKGROUND/RATIONALE: The 2011 Preliminary Engineering Report (PER) included the Well No. 7 Project. To increase the potable water supply the City approved the design of a project that would blend water from Well No. 7 with water from Well No.'s 2, 2R and 4. Phase II includes the installation of a new water tank at TW4 and a booster pump station at the Valencia Tank this will allow approximately 800,000 GPD from the Taylor Well Field to be use in Zones 2 and 3.

Advertised: December 10, 2014: Optic, Albuquerque Journal and City Website.
Bid Opening: January 21, 2015
Number of Bidders: 5 (see attached bid tabulation)
Lowest Bid: Hays Plumbing & Heating, Inc.
Amount: \$580,065.84 excluding NMGRT
Funding Source: WTB 287
Line Item Number: 646-0000-610-7305

STAFF RECOMMENDATION: Award bid to low bidder.

COMMITTEE RECOMMENDATION: This item will be discussed at the regular Utility Advisory Committee meeting on February 10, 2015. Their recommendation will be provided at the Council Meeting.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Taylor Well 7 Blending PH2

PROJECT NUMBER: UT-WGW 2013-1

PROJECT DESCRIPTION: To increase the potable water supply the City approved the design of a project that would blend water from Well No 7 with the water from Well No's 2, 2R and 4. Phase II includes the installation of a new water tank at TW 4 and a booster pump station at the Valencia Tank. This will allow approximately 800,000 GPD from the Taylor Well Field to be used in Zones 2 & 3.

PROJECT STATUS: Bids have opened. Prepared to award to the low bidder

ACTION REQUESTED: Requesting Approval/Disapproval to award contract to low bidder Hays Plumbing

FUNDING SOURCES

SRF 2878	\$ 49,862.00
WTB 287	\$878,000.00
Federal	\$0
Total Funds	\$927,862.00

ESTIMATED EXPENDITURES w/GRT

Design	\$ 49,862.00
Engineering Services	\$ 89,000.00
Construction	\$627,316.84
Total w/ GRT	\$ 766,178.84

ACTION TIMELINE: Requesting Approval/Disapproval to enter into contract with Hays Plumbing.
Information: Lot 2 may not be required if Luna bypass provides the needed pressure.

BUDGET LINE ITEM: 646-0000-610-7305

ACTION	DESCRIPTION	DATE
Loan/Grant	2878-DW Grant (75%): \$37,396.50 Loan (25%): \$12,465.50	6/21/13
Loan/Grant	WTB 287 Grant (75%): \$ 790,200.00 Loan (25%): \$ 87,800	Awarded not closed
Engineer Services Agreements	Contract 2679-13 Task Order 2878-5 - Design Services \$ 49,862.00 Task Order 2878-5.1 - Construction Services \$ 89,000.00 Engineering Total - \$138,862.00	12/16/13 1/24/13
Construction Estimate	Egrs Est for Luna Tank Rehab - \$660,261.88	11/1/14
Loan/Subsidy Agreement	WTB awarded revised scope	3/21/14
Bid Document Review	Bid # 2015-16	November
Advertisement	December 10 th 2014	
Bid Opening	January 21 st 2015	1/21/15
Bid Tabulation	Contractor_Hays Plumbing__ Amount \$626,833.65 Contractor_White Cloud Pipeline__ Amount \$680,414.45 Contractor__File Construction__ Amount \$695,624.14 Contractor_New Image Const__ Amount \$684,035.63 Contractor_AUI Inc Amount \$858,369.61	1/27/15
Engineer's Recommendation	Contractor_Hays Plumbing	
Staff Recommendation	Award to Hays	
Committee Recommendation	On agenda for approval/disapproval	
Council Approval	On agenda for approval/disapproval	
Resolution To Proceed		

Notice of Award

Date: _____

Project:	Taylor Well No. 7 – Phase II	Engineer's Project No.:	LVG133-12
Owner:	City of Las Vegas		
Bidder:	Hays Plumbing and Heating, Inc.		
Bidder's Address:	600 Railroad Avenue Las Vegas, New Mexico 87701		

You are notified that your Bid dated January 21, 2015 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Taylor Well No. 7 – Phase II.

The Contract Price of your Contract is Six Hundred Twenty Seven Thousand, Three Hundred Sixteen and 84/100 Dollars (\$627,316.84), including NMGRT.

You must comply with the following conditions within 10 days of the date you receive this Notice of Award:

1. Deliver to the Owner's Engineer five (5) original Payment and Performance Bonds.
2. One (1) original set of Insurance Certificates.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Las Vegas
Owner

By: _____
Authorized Signature

Title

Hays Plumbing and Heating, Inc.
Contractor

By: _____
Authorized Signature

Title

MOLZENCORBIN

January 27, 2015

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

**RE: Information for Consideration of Award
Taylor Well No. 7 – Phase II**

LVG133-12

Dear Mr. Garcia:

The City of Las Vegas received five ⁵ (~~3~~) Bids on January 21, 2015 for the Taylor Well No. 7 – Phase II Project. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Hays Plumbing & Heating, Inc. in the amount of \$626,833.65, including NMGRT.

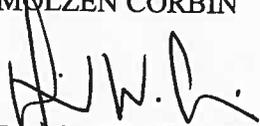
Hays Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF98, ES02 and EL01, with License No. 8243.

If the City agrees to award this project to Hays Plumbing & Heating, Inc., please sign the enclosed Notice of Award (NOA) and return to Molzen Corbin. We understand that the Owner reserves the right to award or reject any Bid, or negotiate a change in scope to reduce the Contract Amount, as well as waive any technical irregularities in the Bids. If the City and the Contractor agree to a reduction in the scope of work, it would be in the form of a Change Order.

Please call me or Clayton H. Ten Eyck, P.E., at (505) 242-5700 if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Douglas W. Albin, P.S.

DWA:tt
Enclosures

cc: Ms. Andrea Telmo, P.E., NMED-CPB

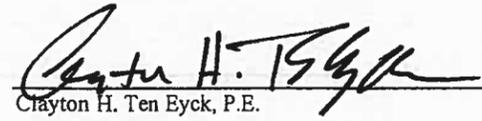
Bid Tabulation
Taylor Well No. 7 Blending - Phase II
City of Las Vegas
Bid Opening: January 21, 2015

Item No.	Description	Unit	Qty	Engineer's Estimate		Hays Plumbing & Heating, Inc.		White Cloud Pipeline Corporation		File Construction, LLC		New Image Construction, Inc.		AUI, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	500,000 gallon water tank at TW-4	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 378,341.00	\$ 378,341.00	\$ 362,020.00	\$ 362,020.00	\$ 422,954.34	\$ 422,954.34	\$ 385,000.00	\$ 385,000.00	\$ 473,118.00	\$ 473,118.00
2	Site work at Taylor Well No. 4 including yard piping and chain link fence.	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 40,069.00	\$ 40,069.00	\$ 92,722.00	\$ 92,722.00	\$ 36,374.83	\$ 36,374.83	\$ 50,000.00	\$ 50,000.00	\$ 110,054.00	\$ 110,054.00
3	Electrical work at Taylor Well No. 4	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,560.00	\$ 9,560.00	\$ 10,713.00	\$ 10,713.00	\$ 21,576.99	\$ 21,576.99	\$ 20,000.00	\$ 20,000.00	\$ 16,741.00	\$ 16,741.00
4	New 15' wide x 8" thick gravel base course road, including "V" ditches.	SY	900	\$ 40.00	\$ 36,000.00	\$ 7.20	\$ 6,480.00	\$ 11.87	\$ 10,683.00	\$ 22.28	\$ 20,052.00	\$ 20.00	\$ 18,000.00	\$ 14.00	\$ 12,600.00
5	Furnish and install new Booster Pump Station Valencia Tank, complete in place	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 49,167.16	\$ 49,167.16	\$ 55,949.00	\$ 55,949.00	\$ 48,541.26	\$ 48,541.26	\$ 50,000.00	\$ 50,000.00	\$ 64,167.00	\$ 64,167.00
6	Electrical work at Valencia Tank	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,262.00	\$ 15,262.00	\$ 9,024.00	\$ 9,024.00	\$ 10,992.06	\$ 10,992.06	\$ 10,000.00	\$ 10,000.00	\$ 7,610.00	\$ 7,610.00
7	Site work at the Valencia Tank including yard piping	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 21,186.68	\$ 21,186.68	\$ 28,538.00	\$ 28,538.00	\$ 23,232.42	\$ 23,232.42	\$ 40,000.00	\$ 40,000.00	\$ 50,037.00	\$ 50,037.00
8	Electrical Extension Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
10	Construction Contingency Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
11	Control Panel Programming Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 611,000.00	\$ 611,000.00	\$ 580,065.84	\$ 580,065.84	\$ 629,649.00	\$ 629,649.00	\$ 643,723.90	\$ 643,723.90	\$ 633,000.00	\$ 633,000.00	\$ 794,327.00	\$ 794,327.00
NMGR @ 8.0625%				\$ 49,261.88	\$ 49,261.88	* \$ 46,767.81	* \$ 46,767.81	\$ 50,765.45	\$ 50,765.45	\$ 51,900.24	\$ 51,900.24	\$ 51,035.63	\$ 51,035.63	\$ 64,042.61	\$ 64,042.61
Total Estimated Construction Cost				\$ 660,261.88	\$ 660,261.88	* \$ 626,833.65	* \$ 626,833.65	\$ 680,414.45	\$ 680,414.45	\$ 695,624.14	\$ 695,624.14	\$ 684,035.63	\$ 684,035.63	\$ 858,369.61	\$ 858,369.61

For Ranking Purposes: Resident Contractor Pref. (5%)	Yes (5%)	\$551,062.55	NA	Yes (5%)	\$611,537.71	NA	Yes (5%)	\$611,537.71	NA			
For Ranking Purposes: Resident Veteran Contractor Pref. (10%, 8%, 7%)	NA		Yes (10%)	\$566,684.10	NA	Yes (8%)	\$566,684.10	NA	Yes (7%)	\$738,724.11		
BID AMOUNT RANKING AFTER PREFERENCE												
#1			#2			#3			#4		#5	

*As corrected by Engineer due to Contractor's math error.

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an ((*))

 1/27/15
 Clayton H. Ten Eyck, P.E.

BID EVALUATION SUMMARY

BID DATE: January 21, 2015

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: TAYLOR WELL NO. 7 BLENDING- PHASE II

	Hay's Plumbing & Heating, Inc.	White Cloud	File Construction	New Image	AUI, Inc.
Bid Signed?	Yes	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes	Yes
Addendum No. 1 Acknowledged?	Yes	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	34206	379720	366062	20617
NMDWFS Registration No.	002369720111209	002269020110621	03008620130916	030259201403216	0189272011615
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98, ES02, EL01	EE98, GA02, GF07, GF08, GF09, MS03, GS10	GB98, GF05, GF09	GB98, GF09	GA98, GB98, GF98, MM01, MM04, MS03, MS06, ES07
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes	Yes
Subcontractor listed in Bid	D&R Tank, Lanphere's Electric, Sunny Fence	Rocky Road Gravel Products, D&R Tank, Triwest Fence	Freeman Electric, D&R Tank, Sunny Fence	Electric Horseman, D&R Tank, Sunny Fence	D&R Tank, Electric Horseman
Are subcontractors registered with NMDWFS	Yes				Yes
Verification of Bid Bond	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000	Westfield Insurance Company NAIC#24112 underwriting capacity of \$99,119.00	Granite RE NAIC # 26310, underwriting capacity of \$1,702,000	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000
Total Base Bid Amount excluding NMGRT	\$580,065.84	\$629,649.00	\$643,723.90	\$633,000.00	\$794,327.00
Resident Contractor?	Yes	N/A	Yes	No certificate- included certificate for File	N/A
Resident Veteran Contractor?	No	Yes- 10%	No	No	Yes- 7%
Bid Amount Correct?	Yes	Yes	Yes	Yes	Yes
Amount with Preference Applied	\$551,062.55	\$566,684.10	\$611,537.71	\$633,000.00	\$738,724.11

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/06/15

DEPT: Utilities

MEETING DATE: 02/18/15

ITEM/TOPIC: Award bid for the Camp Luna Water Tank Rehabilitation to Hays Plumbing & Heating Inc.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award bid.

BACKGROUND/RATIONALE: The purpose of this project is to drain, clean, repaint and make structural improvements to the 2.5 million gallon Camp Luna Water Tank. This project also includes the construction of two supplemental water tanks at Camp Luna and Cabin Site for the purpose of maintaining pressure to customers supplied by the tank. Lot 1 is Camp Luna Tank Rehab, Lot 2 is Camp Luna Supplemental Tank and Lot 3 is Cabin Site Supplemental Tank.

If this project takes place in Fiscal Year 2015, the engineering services will have to be budgeted.

Advertised: December 10, 2014-Optic, Albuquerque Journal and City Website.
Bid Opening: January 21, 2015
Number of Bidders: 3 (see attached bid tabulation)
Lowest Bid: Hays, Plumbing & Heating, Inc.
Amount: \$883,480.83 excluding NMGR
Funding Source: SRF 2911, SRF 3043 and City Funding
Line Item Number: 646-0000-650-8759

STAFF RECOMMENDATION: Award bid to low bidder.

COMMITTEE RECOMMENDATION: This item will be discussed at the regular Utility Advisory Committee meeting on February 10, 2015. Their recommendation will be provided at the Council Meeting.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

MOLZENCORBIN

January 27, 2015

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

**RE: Information for Consideration of Award
Camp Luna Water Tank Rehabilitation**

LVG141-11

Dear Mr. Garcia:

The City of Las Vegas received three (3) Bids on January 21, 2015 for the Camp Luna Water Tank Rehabilitation Project. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Hays Plumbing & Heating, Inc. in the amount of \$954,711.47, including NMGR for Lot No. 1, Lot No. 2, and Lot No. 3.

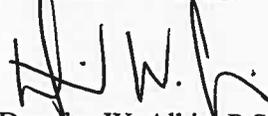
Hays Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF98, ES02 and EL01, with License No. 8243.

If the City agrees to award this project to Hays Plumbing & Heating, Inc., please sign the enclosed Notice of Award (NOA) and return to Molzen Corbin. We understand that the Owner reserves the right to award or reject any Bid, or negotiate a change in scope to reduce the Contract Amount, as well as waive any technical irregularities in the Bids. If the City and the Contractor agree to a reduction in the scope of work, it would be in the form of a Change Order.

Please call me or Mr. Clayton H. Ten Eyck, P.E., at (505) 242-5700 if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Douglas W. Albin, P.S.

DWA:tt
Enclosures

cc: Ms. Andrea Telmo, P.E., NMED-CPB
Mr. Todd Johansen, NMFA



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Luna Water Tank Rehabilitation

PROJECT NUMBER: UT-WFS-2013-1

PROJECT DESCRIPTION: Rehabilitation of the Camp Luna 2.5 million gallon tank. Tank is used to store finished water, and has never been rehabilitated. This project is listed in the 2011 Preliminary Engineering Report (PER).

PROJECT STATUS: The Project has opened bids. And prepared to award to the low bidder

ACTION REQUESTED: Requesting Approval/Disapproval award contract to low bidder Hays Plumbing

FUNDING SOURCES

SRF 2911 \$ 45,117.21
 City/SRF2911 \$ 73,320.41
 City \$ 66,647.40 (2016 Budget)
 SRF 3043 \$888,800.00
 Federal \$0
 Total Funds \$1,073,885.02

ESTIMATED EXPENDITURES w/GRT

Design \$ 45,117.21
 Engineering Services \$ 73,320.41
 Construction Lot 1 \$697,780.87
 Construction Lot 2 \$128,808.64
 Construction Lot 3 \$128,857.89
 Total w/ GRT \$1,073,885.02

LINE ITEM NUMBER: 646-0000-650-8759/8775

ACTION	DESCRIPTION	DATE
Loan/Grant	2911-DW Grant (75%): \$33,837.91 Loan (25%): \$11,279.30	6/21/13
Loan/Grant	3043-DW Grant (75%): \$666,600.00 Loan (25%): \$222,200.00	6/27/14
Engineer Services Agreements	Contract 2679-13 Task Order 2013-3 - Design Services \$ 45,117.21 Task Order 2013-3.1 - Construction Services \$ 19,451.25 Task Order 2013-3.2 - Construction Observation \$ 53,869.16 Engineering Total - \$118,437.62	12/16/13 10/03/13 01/15/14 01/15/14
Construction Estimate	Camp Luna Tank Rehabilitation - \$783,777.31 City Contingency - \$ 31,050.39 Construction Estimate Total - \$894,050.39	11/1/14
Loan/Subsidy Agreement	City entered into binding commitment with NMFA	6/27/14
Engineering Services Agreement	Contract# _____ Task Order# _____ \$ 45,117.21	
Bid Document Review	Bid # 2015-17	November
Advertisement	December 10 th 2014	
Bid Opening	January 21 st 2015	1/21/15
Bid Tabulation	Contractor_Hays Plumbing__ Amount_ \$954,711.47__ Contractor__File Construction__ Amount_ \$1,005,405.38__ Contractor_AUI Inc Amount \$1,173,445.28	1/27/15
Engineer's Estimate	\$ 783,777.31	
Engineer's Recommendation	Contractor_Hays Plumbing	
Staff Recommendation	Award to Hays	
Committee Recommendation	On agenda for approval/disapproval	
Council Approval	On agenda for approval/disapproval	
Notice To Proceed		

Notice of Award

Date: _____

Project:	Camp Luna Water Tank Rehabilitation	Engineer's Project No.: LVG141-11
Owner:	City of Las Vegas	
Bidder:	Hays Plumbing and Heating, Inc.	
Bidder's Address:	600 Railroad Avenue Las Vegas, New Mexico 87701	

You are notified that your Bid dated January 21, 2015 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Camp Luna Water Tank Rehabilitation.

The Contract Price of your Contract is Nine Hundred Fifty Five Thousand, four Hundred Forty Seven and 41/100 Dollars (\$955,447.41), including NMGRT for Lot No. 1, Lot No. 2 and Lot No. 3.

You must comply with the following conditions within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner's Engineer five (5) original Payment and Performance Bonds.
2. One (1) original set of Insurance Certificates.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Las Vegas

Owner

By: _____

Authorized Signature

Title

Hays Plumbing and Heating, Inc.

Contractor

By: _____

Authorized Signature

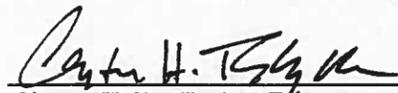
Title

Bid Tabulation
Water Tank Rehabilitation
City of Las Vegas
Bid Opening: January 21, 2015

Item No.	Description	Unit	Qty	Engineer's Estimate		Hays Plumbing & Heating, Inc.		File Construction		AUI, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
LOT NO. 1 (CAMP LUNA TANK)											
1	Drain, clean, and paint the interior of the 2.5 million gallon welded steel water tank.	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 377,594.00	\$ 377,594.00	\$ 366,728.63	\$ 366,728.63	\$ 400,011.00	\$ 400,011.00
2	Clean and paint the exterior of the 2.5 million gallon water tank.	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 119,371.00	\$ 119,371.00	\$ 148,530.12	\$ 148,530.12	\$ 117,423.00	\$ 117,423.00
3	Structural improvements to 2.5 million gallon tank, including new 36" manway, repair target, and replacement of roof panels.	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 98,127.11	\$ 98,127.11	\$ 95,063.56	\$ 95,063.56	\$ 127,941.00	\$ 127,941.00
4	Remove and replace existing cathodic protection	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 15,130.24	\$ 15,130.24	\$ 14,657.87	\$ 14,657.87	\$ 17,378.00	\$ 17,378.00
5	Pre-Authorized Construction Changes	ALLOW	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
6	Laboratory Testing	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal					\$ 505,000.00		\$ 645,222.35		\$ 659,980.18		\$ 697,753.00
NMGRT @ 8.0625%					\$ 40,715.63		* \$ 52,021.05		\$ 53,210.90		\$ 56,256.34
Total Estimated Construction Cost					\$ 545,715.63		* \$ 697,243.40		\$ 713,191.08		\$ 754,009.34
LOT NO. 2 (CAMP LUNA SUPPLEMENTAL)											
1	New 27,000 gallon tank	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 93,641.47	\$ 93,641.47	\$ 106,115	\$ 106,114.54	\$ 107,542.00	\$ 107,542.00
2	All yard piping, valves, and fittings, complete in place	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 22,965.00	\$ 22,965.00	\$ 29,272.74	\$ 29,272.74	\$ 32,600.00	\$ 32,600.00
3	New concrete slab for tank	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 11,125.24	\$ 11,125.24	\$ 33,107.00	\$ 33,107.00
Subtotal					\$ 106,000.00		\$ 119,106.47		\$ 146,512.52		\$ 173,249.00
NMGRT @ 8.0625%					\$ 8,546.25		* \$ 9,602.96		\$ 11,812.57		\$ 13,968.20
Total Estimated Construction Cost					\$ 114,546.25		* \$ 128,709.43		\$ 158,325.09		\$ 187,217.20
LOT NO. 3 (CABIN SITE SUPPLEMENTAL)											
1	Remove and dispose of existing tree stumps	EA	7	\$ 400.00	\$ 2,800.00	\$ 215.00	\$ 1,505.00	\$ 296.09	* \$ 2,072.63	\$ 3,270.00	\$ 22,890.00
2	New 30,000 gallon tank	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 105,091.17	\$ 105,091.17	\$ 106,339.17	\$ 106,339.17	\$ 120,703.00	\$ 120,703.00
3	Remove and dispose of existing earthen berms	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 2,675.60	\$ 2,675.60	\$ 9,793.00	\$ 9,793.00
4	Relocate existing level transmitter	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 471.67	\$ 471.67	\$ 6,683.00	\$ 6,683.00
5	New 6 x 6 x 4 tapping sleeve, tapping valve, and 4" water line	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 5,855.84	\$ 5,855.84	\$ 2,476.76	\$ 2,476.76	\$ 21,717.00	\$ 21,717.00
6	New concrete slab for tank	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 9,863.96	\$ 9,863.96	\$ 33,107.00	\$ 33,107.00
Subtotal					\$ 114,300.00		\$ 119,152.01		* \$ 123,899.79		\$ 214,893.00
NMGRT @ 8.0625%					\$ 9,215.44		* \$ 9,606.63		* \$ 9,989.42		\$ 17,325.75
Total Estimated Construction Cost					\$ 123,515.44		* \$ 128,758.64		* \$ 133,889.21		\$ 232,218.75
TOTAL ESTIMATED CONSTRUCTION COST (excluding NMGRT)					\$ 725,300.00		* \$ 883,480.83		* \$ 950,392.49		\$ 1,085,895.00
TOTAL ESTIMATED CONSTRUCTION COST (including NMGRT)					\$ 783,771.31		* \$ 954,711.47		* \$ 1,005,405.38		\$ 1,173,445.28

*As corrected by Engineer due to Contractor's math error.

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (**)


 Clayton H. Ten Eyck, P.E. 1/27/15

BID EVALUATION SUMMARY

BID DATE: January 21, 2015

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: Water Tank Rehabilitation

	Hay's Plumbing & Heating, Inc.	File Construction	AUI, Inc.
Bid Signed?	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes
Addendum No. 1 & 2 Acknowledged?	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	379720	20617
NMDWFS Registration No.	002369720111209	03008620130916	0189272011615
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98, ES02, EL01	GB98, GF05, GF09	GA98, GB98, GF98, MM01, MM04, MS03, MS06, ES07
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes		Yes
Subcontractor listed in Bid	D&R Tank, Riley Industrial Services, Inc.	D&R Tank, Riley Industrial Services, Inc., Prodigy Builders	D&R Tank, Riley Industrial Services, Inc.
Are subcontractors registered with NMDWFS	Yes		Yes
XP-215 MBE/WBE/SBRA	Yes	Yes	Yes
5700-49 EPA Certificate Regarding Debarment	Yes	Yes	Yes
XP-211 Bidder's EEO Certification	Yes	Yes	Yes
XP-315 Davis Bacon Certification	Yes	Yes	Yes
DBE Form	Yes	Yes	Yes
Verification of Bid Bond	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000	Westfield Insurance Company NAIC#24112 underwriting capacity of \$99,119.00	Western Surety Company NAIC#13111 underwriting capacity of \$119,749,000
Lot #1	\$645,222.35	\$659,980.18	\$697,753.00
Lot #2	\$119,106.47	\$146,512.51	\$173,249.00
Lot #3	\$119,152.01	\$123,899.76	\$214,893.00
Total Base Bid Amount excluding NMGRT	\$883,480.83	\$930,392.49	\$1,085,895.00
Bid Amount Correct?	Yes	No- as corrected due to math error	Yes

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/06/15

DEPT: Utilities

MEETING DATE: 02/18/15

ITEM/TOPIC: Amendment #3 to the URS/(Now AECOM) contract for the Bradner Reservoir Enlargement Project.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Amendment #2 to the URS/(Now AECOM) contract.

BACKGROUND/RATIONALE: Based on new data collected from the test pit excavations completed in January 2015, URS is recommending additional drilling to investigate material properties. Drilling will focus on strength of bedrock and claystone at the intake and foundation locations. Samples of rock will also be collected and tested to evaluate foundation strength parameters for the embankment, intake tower and outlet works. Laboratory testing will be based on the actual materials encountered but will likely include unconfined compression tests, direct shear and/or triaxial tests and slake durability. Additional fee is within the contingencies estimate.

STAFF RECOMMENDATION: Approval of amendment #3.

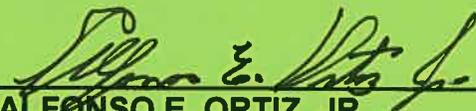
COMMITTEE RECOMMENDATION: This item will be discussed at the regular Utility Advisory Committee meeting on February 10, 2015. Their recommendation will be provided at the Council Meeting.

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

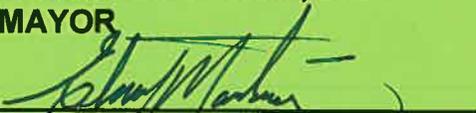


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Bradner Dam Rehabilitation/Expansion **PROJECT NUMBER:** UT-WS-2013-4

PROJECT DESCRIPTION: At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, raw water storage by increasing capacity at the Bradner Dam is of utmost importance to the overall functioning of the entire water system.

ACTION TIMELINE: Request approval of URS Bradner Amendments 1 & 2 **LINE ITEM NUMBER:** 646-0000-650-8741

Engineers Estimate \$30,527,369.95

FUNDING SOURCES

City Funds	\$ 828,991.00
Capital Outlay '13	\$ 1,800,000.00
Capital Outlay '14	\$ 9,694,846.00
WTB	\$ 4,000,000.00
SRF	\$15,103,441.99
	\$31,427,278.99

ESTIMATED EXPENDITURES

Pre Design	\$ 871,476.79
Design	\$ 2,887,330.66
Egr Services	\$ 3,000,000.00
Construction	\$ 24,000,000.00
	\$30,758,807.45

ACTION	DESCRIPTION	DATE
Loan/Grant	Capital Appropriations # 13-1424 \$1.8M Capital Appropriations # 14-2158 \$4.0M Capital Appropriations # 14-1587 \$6.0M SRF 3142 \$20.0M WTB 317 \$4.0M	06/30/2013
Authorized Ordinance		
Loan/Subsidy Agreement	State of New Mexico Office of the State Engineer Agreement	08/07/13
Engineering Services Agreement	Bradner Pre-Design w/URS Inc. Bradner Phase II w/URS Inc.	02/01/2013 08/07/2013
Bid Document Review	NA	
RFB Advertised	NA	
RFB Opening	NA	
Engineers Recommendation	NA	
Committee Recommendation	Item was discussed with Utility Advisory Committee	11/12/14
Council Approval	Item taken to City Council Worksession for Discussion and City Council for Approval	11/12/14
Notice to Proceed		

Amendment 3
Bradner Reservoir Enlargement Project
Additional Geotechnical Technical Investigations
Scope of Work, Schedule, and Budget

Introduction

When the geotechnical field investigation program was performed for the Pre-Design phase the reservoir was in operation and access to the reservoir bottom was not possible. The City of Las Vegas (City) has since drained the reservoir to prepare for construction which gives the opportunity to access the foundation dam centerline. URS excavated test pits in the bottom of the valley that was previously inundated by the reservoir. The test pits were excavated and logged under URS' present agreement. The results of the test pits confirmed that the bedrock geology is similar to what was expected and shown on the geologic map included in the baseline report dated February 2014. The results of the test pits also revealed that the bottom of the reservoir was previously mined as a borrow source, presumably for materials to construct the existing main and auxiliary dams. This mining resulted in an irregular surface that will impact the location of the intake tower and outlet works. In addition, since overburden material is no longer present in the valley bottom and will not be available for use as clay core material for the new dam, the clay core borrow area in claystone located further upstream will need to be reconfigured and enlarged. Most of the Upper Chinle Formation consisted of cemented siltstone, fine sandstone and a lesser amount of shale and claystone. A bed of claystone within the Upper Chinle Formation was observed in the valley bottom that will form part of the foundation of the new dam. This particular claystone bed appears weaker than other beds adjacent to it and will likely be the weakest bed in the foundation.

Based on this new data collected from test pit excavations, we recommend additional drilling in the valley bottom to investigate material properties. The drilling will focus on three items that include the strength of the bedrock at the intake tower location, the strength of the claystone beds in the foundation and the permeability of siltstone that may be more fractured than anticipated.

URS will drill three holes to depths of about 50 feet each. Test holes will be located along the dam centerline. Holes will be drilled using a light weight, track mounted coring rig with HQ sized core bits and drill string. Packer testing will be performed in the holes to provide data to evaluate potential seepage and for use with grout curtain design. Samples of rock will also be collected and tested to evaluate foundation strength parameters for the embankment, intake tower and outlet works.

Laboratory testing will be based on the actual materials encountered but will likely include unconfined compression tests, direct shear and/or triaxial tests and slake durability.

Schedule

The above scope of work will need to be approved by the City and initiated by February 9, 2015 so that we will be able to meet the design submittal deadline. The above scope will be completed within four weeks after the City approves the amendment on or before February 9, 2015 notice to proceed date.

Budget

The above scope of work will be performed on a time and materials with a not to exceed amount of \$105,000 per the Agreement. The amount does not include NM Gross Receipt taxes. The following table presents a summary of the costs.

Description	Budget
Field Drilling and Labor Cost	\$85,000
Laboratory Testing	\$5,000
Summary Memorandum	\$15,000
Total	\$105,000

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Amendment in triplicate on the respective dates indicated below.

ATTEST: _____

Type Name _____

Title _____

Date _____

ATTEST: _____

Type Name _____

Title _____

Date _____

OWNER: City of Las Vegas

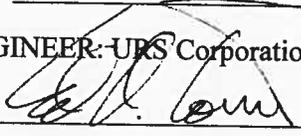
By _____

Type Name _____

Title _____

Date _____

ENGINEER: URS Corporation

By  _____

Type Name Ed A. Toms

Title Vice President

Address 8181 E. Tufts Avenue

Denver, Colorado 80237-2579

Date February 1, 2014

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/06/15

DEPT: Utilities

MEETING DATE: 02/18/15

ITEM/TOPIC: Award bid #2015-21 for Gas meters to M & M Sales, Inc.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to award bid.

BACKGROUND/RATIONALE: The Gas division went out for competitive sealed bids for gas meters. These meters are needed to complete the Automated Meter Reading project. The project is approximately 90% complete. The purchase of these meters will allow for completion of the project.

Advertised: January 16, 2015-Optic, Albuquerque Journal and City Website.
Bid Opening: January 29, 2015
Number of Bidders: 4 (see attached bid tabulation)
Lowest Bid: M & M Sales, Inc. – \$32,284.86
Funding Source: Budgeted City funding
Line Item Number: 627-0000-650-8011

STAFF RECOMMENDATION: Award bid to recommended bidder.

COMMITTEE RECOMMENDATION: This item will be discussed at the regular Utility Advisory Committee meeting on February 10, 2015. Their recommendation will be provided at the Council Meeting.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR

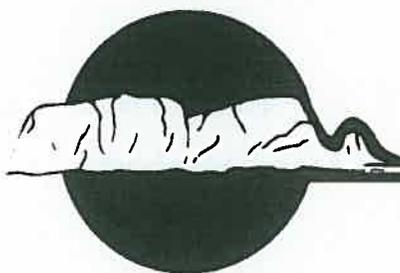


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)



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

To: Ken Garcia, Utilities Director

From: 
Jude Herrera, Gas Superintendent

Date: February 2, 2015

RE: Bid #2015-21 – American Gas Meter/AL-425 Diaphragms Meter and AC-630 Diaphragms Meter

Competitive sealed bids were opened on the January 29, 2015 for American Gas Meter/AL-425 Diaphragms Meter and AC-630 Diaphragms Meter

Pursuant to the request for bids, and scheduled bid opening, the City of Las Vegas received four (4) bids. Bids received were from Apex Instruments - did not bid on all items. Secor - no bid letter, Elster American Meters, non responsive (incomplete) and M & M Sales Inc. \$32,284.86, met all requirements.

We are requesting the bid to be awarded to M & M Sales Inc. for the total \$32,284.86. Line item number to be utilized is 627-0000-650-8011 (AMR)

 2/5/15

Approved

Disapproved

Meters Bid #2015-21

			M&M	Apex	secor	American
American Gas meter AL425	EA	48	\$19,197.060	\$19,173.12	No Quote	Incomplete
American Gas meter AC-630	EA	18	\$11,519.10	No Quote	No Quote	Response
Swivel,425 CT,Insulated	EA	66	\$560.34	\$3,184.50	No Quote	
Swivel,425 CT,Non Insulated	EA	66	\$329.34		No Quote	
Washer 1-1/2" 45 CT	EA	132	\$51.48		No Quote	
Nut 45 LT,GMI	EA	132	\$627.00		No Quote	
Subtotal			\$32,284.86			
Shipping				\$1,104.00		
Tax						
Total:			\$32,284.86	\$23,461.62		

Subtotal
Shipping
Tax
Total:

Selected Vendor M&M Sales, Inc.



**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 29-Jan-2015

OPENING NO.: 2015-2

TIME: 2:00 PM

DEPARTMENT: GAS DEPT

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

ITEM(S): AMERICAN GAS METER/AL-425 DIAPHRAM METER AND AC-630 DIAPHRAM METER

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIN DISC. FOI
1 Apex Instruments Bid only #A & C	23,461.62		✓	✓
2 Secora - NO Bid Letter				
3 M+M Sales, Inc all items Bid	32,284.80		✓	✓
4 Elster American non responsive				
5				
6				

COMPANY REPRESENTATIVE

COMPANY NAME

1	CLV
2	CLV
3	CLV
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

DATE: 1.

COPIES TAKEN BY:

DATE: 1-29-15

OPENED BY: FINANCE DEPARTMENT

DATE: 1-29-15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Jan. 29th, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

American Gas Meter/ AL- 425 Diaphragm Meter and AC-630 Diaphragm Meter

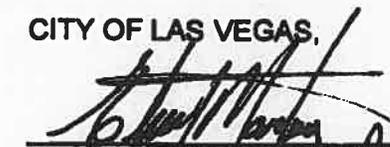
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 North Grand, Las Vegas NM 87701

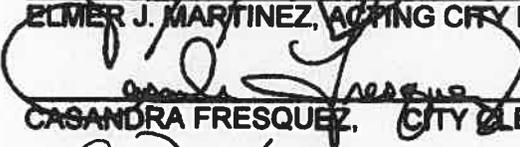
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 North Grand, Las Vegas NM 87701

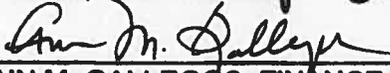
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: American Gas Meter / AL-425 Diaphragm Meter and AC-630 Diaphragm Meter, Opening No. 2015-21 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

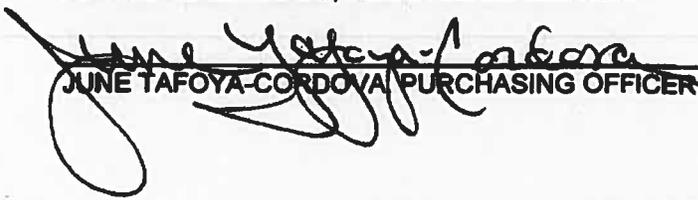
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01-13-2015

Date Issued: Published:

Albuquerque Journal January 16, 2015
Las Vegas Optic January 16, 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, January 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for February, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): American Gas Meter / AL-425 Diaphragm Meters and AC-630 Diaphragm Meters

	Item	Unit	Qty	Price Each	Net Price
A	American Gas Meter AL-425 Diaphragm Meter or Equal to	EA	48		
B	American Gas Meter AC-630 Diaphragm Meter or Equal to	EA	18		
C	Swivel, 425LT, GMI, Insulated	EA	66		
D	Swivel, 425LT, GMI, Non-Insulated	EA	66		
E	Washer 1-1/2" 45LT	EA	132		
F	Nut, 45LT, GMI	EA	132		
G		EA			
H		EA			
I		EA			
J		EA			
K		EA			
L		EA			
	Specification:				
	<ol style="list-style-type: none"> 1. Odometer Index 2. 2ft³ Drive 3. 45 LT Connection Size 4. 25 PSIG Maximum Allowable Operation Pressure (MAOP) 5. 8.25" Center-To Center Connections 				

Subtotal
Shipping
Tax
Total:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

Albuquerque Publishing Company
 7777 Jefferson N.E. Albuquerque, New Mexico 87109
 P.O. Drawer J-T Albuquerque, New Mexico 87103
 (505) 823-7777

Account Number
 1032363

Ad Order Number
 0001196687

Ad Proof / Order Confirmation

CITY OF LAS VEGAS
 1700 N GRAND AVE
 LAS VEGAS NM 87701-4731

<u>Ordered By</u>	IRENE ARCHULETA	<u>Customer Phone</u>	505-471-1407	<u>Pickup #</u>	
<u>Customer EMail</u>		<u>PO Number</u>	011615	<u>Joint Ad #</u>	
<u>Ad Cost</u>	\$41.58	<u>Sales Rep</u>	dnoel		
<u>Tax Amount</u>	\$2.91	<u>Order Taken by:</u>	dnoel		
<u>Total Amount</u>	\$44.49	<u>Payment Method</u>			
<u>Amount Due</u>	\$44.49	<u>Payment Amount</u>	\$0.00		

<u>Product</u>	Albuquerque Journal	<u>Placement</u>	Legal Notices
<u>Ad Number</u>	0001196687-01	<u>Classification</u>	Government-0000
<u>Ad Type</u>	APC-Legals	<u>Sort Text</u>	REQUESTFORBIDSTHECITYOFLASVE GASNEWMEXICOWILLOPENSEALEDDBI
<u>Ad Size</u>	: 1.0 X 66 Li		
<u>Color</u>	<NONE>		
<u>Run Dates</u>	1/16/2015		

REQUEST FOR BIDS

Affidavits
 0

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., 01-29, 2015, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices: ON THE FOLLOWING:

American Gas Meter/AL-425 Diaphragm Meter and AC-630 Diaphragm Meter

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: OFFICE OF THE CITY CLERK 1700 N GRAND AVE LAS VEGAS, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: OFFICE OF THE CITY CLERK 1700 N GRAND AVE. LAS VEGAS, NM 87701

Sealed Bids should be addressed to the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701; with the envelope marked "American Gas Meter/AL-425 Diaphragm Meter and AC-630 Diaphragm Meter", Opening Date: 2015-21; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the bid is not delivered on time, it shall be considered null and void.

Albuquerque Publishing Company
 7777 Jefferson N.E. Albuquerque, New Mexico 87109
 P.O. Drawer J-T Albuquerque, New Mexico 87103
 (505) 823-7777

REQUEST FOR BIDS

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

CITY OF LAS VEGAS,
 Elmer Martinez
 CITY MANAGER
 Casandra Fresquez
 CITY CLERK
 Ann M. Gallegos
 FINANCE DIRECTOR
 June Tafaya-Cordova
 PURCHASING OFFICER
 Opening No. 2015-21
 Date Issued: 01-13-2015
 Journal: January 16, 2015

Ad Proof / Order Confirmation**Account Number**

1032363

Ad Order Number

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CITY OF LAS VEGAS

Albuquerque Publishing Company
 7777 Jefferson N.E. Albuquerque, New Mexico 87109
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 (505) 823-7777

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CITY OF LAS VEGAS
 1700 N GRAND AVE
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<u>Ordered By</u>	IRENE ARCHULETA	<u>Customer Phone</u>	505-471-1407	<u>Pickup #</u>	
<u>Customer Email</u>		<u>PO Number</u>	011615	<u>Joint Ad #</u>	
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<u>Ad Size</u>	: 1.0 X 66 Li		
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Affidavits
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CITY OF LAS VEGAS,
Elmer Martinez
CITY MANAGER
Casandra Frasquez
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Ann M. Gallegos
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June Tatoya-Cordova
PURCHASING OFFICER
Opening No. 2015-21
Date Issued: 01-13-2015
Journal: January 16, 2015

Ad Proof / Order Confirmation

Account Number
1032363

Ad Order Number
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CITY OF LAS VEGAS

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Jan 29th, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

American Gas Meter/ AL- 425 Diaphragm Meter and AC-630 Diaphragm Meter

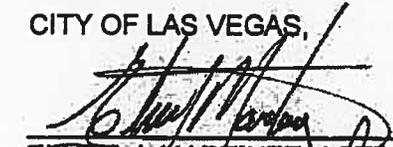
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 North Grand, Las Vegas NM 87701

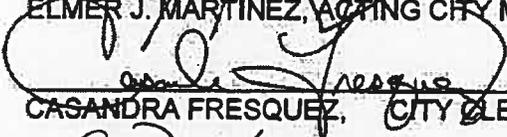
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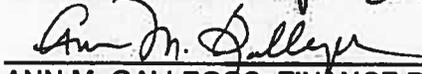
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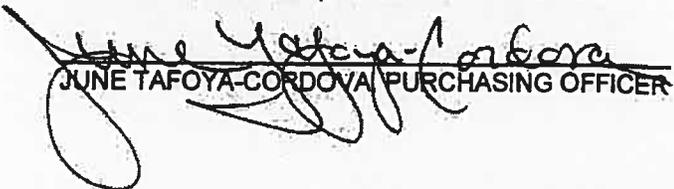
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CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01-13-2015

Date Issued: Published:

Albuquerque Journal January 16, 2015
Las Vegas Optic January 16, 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, January 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for February, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0352764
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-077773-006

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: M+M Sales, Inc.

AUTHORIZED AGENT: Joel Mohon

ADDRESS: 3415 Vassar Dr. N.E. Albug. NM 87107

TELEPHONE NUMBER (505) 884-1733

FAX NUMBER (505) 888-4896

DELIVERY: LTL - Truck Common Carrier

STATE PURCHASING RESIDENT CERTIFICATION NO.: N.M. CRS 02-077773-006

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): AI-425 Diaphragm Meter / AC - 630 Diaphragm Meter

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Bernalillo

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

Subscribed and sworn to before me, this 25 day of January, 2015.

(SEAL)

Joel Mohon
Signature

Betty Willis
Notary Public Signature

My Commission Expires: 10 April 2017

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): American Gas Meter / AL-425 Diaphragm Meters and AC-630 Diaphragm Meters

	Item	Unit	Qty	Price Each	Net Price
A	American Gas Meter AL-425 Diaphragm Meter or Equal to	EA	48	399.95	19,197.60
B	American Gas Meter AC-630 Diaphragm Meter or Equal to	EA	18	639.95	11,519.10
C	Swivel, 425LT, GMI, Insulated	EA	66	8.49	560.34
D	Swivel, 425LT, GMI, Non-Insulated	EA	66	4.99	329.34
E	Washer 1-1/2" 45LT	EA	132	.39	51.48
F	Nut, 45LT, GMI	EA	132	4.75	627.00
G		EA			
H		EA			
I		EA			
J		EA			
K		EA			
L		EA			
	Specification:				
	<ol style="list-style-type: none"> 1. Odometer Index 2. 2ft³ Drive 3. 45 LT Connection Size 4. 25 PSIG Maximum Allowable Operation Pressure (MAOP) 5. 8.25" Center-To Center Connections 				

Subtotal
Shipping
Tax
Total:

\$ 32,284.86
—
—
\$ 32,284.86

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____
(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Joel Mohon

Signature

1/27/15

Date

President - M & M Sales, Inc.

Title (Position) *Joel Mohon*

COPY

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Jan 29th, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

American Gas Meter/ AL- 425 Diaphragm Meter and AC-630 Diaphragm Meter

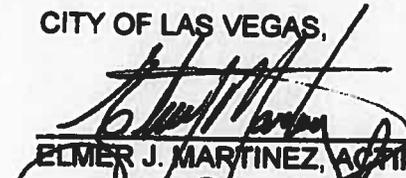
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 North Grand, Las Vegas NM 87701

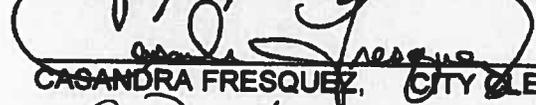
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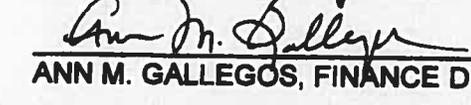
→ Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: American Gas Meter / AL-425 Diaphragm Meter and AC-630 Diaphragm Meter, Opening No. 2015-21; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

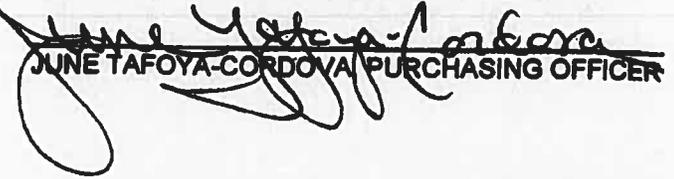
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01-13-2015

Date Issued: Published: Albuquerque Journal January 16, 2015
Las Vegas Optic January 16, 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

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

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

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, January 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for February, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

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

NON-COLLUSION

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

RESPONSIBILITY OF BIDDER

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

CLARIFICATION OF BID

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

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 84-1463565
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03118094009

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

BIDDER INFORMATION

BIDDER: APEX INSTRUMENTS
AUTHORIZED AGENT: STEVE OLSON
ADDRESS: 7200 E. DRY CREEK RD. STE C-102, CENTENNIAL, CO 80112
TELEPHONE NUMBER (303) 804-0167
FAX NUMBER (303) 221-0058
DELIVERY: 10-12 WEEKS ARO
STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A
NEW MEXICO CONTRACTORS LICENSE NO.: N/A
BID ITEM (S): AI-425 Diaphragm Meter / AC - 630 Diaphragm Meter

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Colorado
COUNTY OF Adams

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

Elizabeth J. Sherwood
Signature

Subscribed and sworn to before me, this 21 day of January, 2015.

(SEAL)

Dan W. Buyer
Notary Public Signature
My Commission Expires: 12/4/2018

GREGORY W BERGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144046174
MY COMMISSION EXPIRES DECEMBER 04, 2018

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): American Gas Meter / AL-425 Diaphragm Meters and AC-630 Diaphragm Meters

SENSUS 415-TC

	Item	Unit	Qty	Price Each	Net Price
A	American Gas Meter AL-425 Diaphragm Meter or Equal to	EA	48	399.44	19,173.12
B	American Gas Meter AC-630 Diaphragm Meter or Equal to	EA	18	NO BID	
C	Swivel, 425LT, GMI, Insulated	EA	66	48.25	3,184.50
D	Swivel, 425LT, GMI, Non-Insulated	EA	66	PER	
E	Washer 1-1/2" 45LT	EA	132	.50	
F	Nut, 45LT, GMI	EA	132	"	
G		EA			
H		EA			
I		EA			
J		EA			
K		EA			
L		EA			
Specification: 1. Odometer Index 2. 2ft ³ Drive 3. 45 LT Connection Size 4. 25 PSIG Maximum Allowable Operation Pressure (MAOP) 5. 8.25" Center-To Center Connections					

Subtotal
Shipping
Tax
Total:

23.00	1104.00
NA	—
	234161.62

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Steve Olson

Signature

1/21/15

Date

Sales

Title (Position)



New Mexico Regional Office
705 Rankin Road NE
Albuquerque, NM 87107
Telephone: 866-735-2455

January, 27 2015

To whom this may concern:

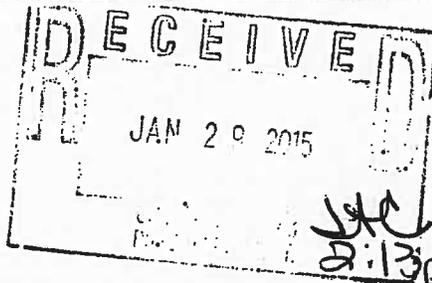
Thank you for the recent request for a bid on the American Gas Meters. It has come to my attention that the manufacturer, Elster American Meter, will be directly submitting pricing to the City, and therefore Secor will not be able to submit a quote for this bid.

We appreciate your business and we look forward to working with you again on future projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Keys". The signature is stylized and somewhat cursive, with a long horizontal stroke extending to the right.

Robert Keys



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Jan. 29th, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

American Gas Meter/ AL- 425 Diaphragm Meter and AC-630 Diaphragm Meter

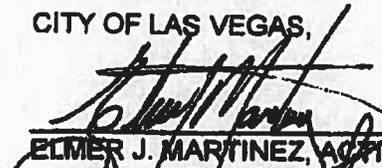
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 North Grand, Las Vegas NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 North Grand, Las Vegas NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: American Gas Meter / AL-425 Diaphragm Meter and AC-630 Diaphragm Meter, Opening No. 2015-21 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

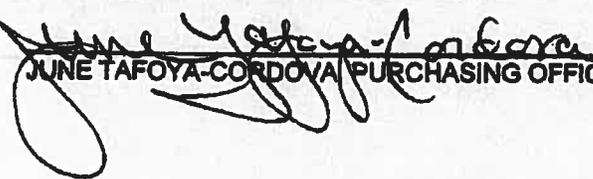
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01.13.2015

Date Issued: Published:

Albuquerque Journal January 16, 2015
Las Vegas Optic January 16, 2015
City website: www.lasvegasnm.gov

Elster Amer

RECEIVED
JAN 29 2015
2:2

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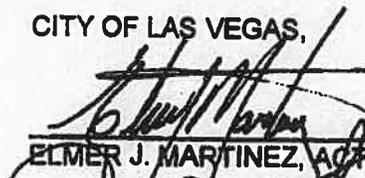
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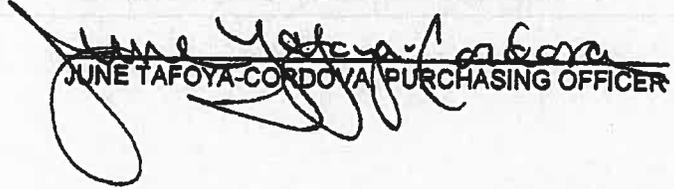
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JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2015-21

Date Issued: 01-13-2015

Date Issued: Published: Albuquerque Journal January 16 2015
Las Vegas Optic January 16 2015
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: ELSTER AMERICAN METER

AUTHORIZED AGENT: _____

ADDRESS: P.O. Box 5809, CAROLSTOWN IL 60197-5809

TELEPHONE NUMBER (650) 340-1414

FAX NUMBER (650) 340-1580

DELIVERY: 16-18 WEEKS

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): AI-425 Diaphragm Meter / AC - 630 Diaphragm Meter

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____

COUNTY OF _____

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

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

(SEAL)

Notary Public Signature _____ My Commission Expires: _____

STANDARD BID CLAUSES

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

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

COMMERCIAL WARRANTY

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

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

SPECIAL NOTICE

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

DEFAULT

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

BID PROTESTS

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

NON-EXCLUSION

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

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

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

CONTRACT

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

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

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

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): American Gas Meter / AL-425 Diaphragm Meters and AC-630 Diaphragm Meters

	Item	Unit	Qty	Price Each	Net Price
A	American Gas Meter AL-425 Diaphragm Meter or Equal to	EA	48		
B	American Gas Meter AC-630 Diaphragm Meter or Equal to	EA	18		
C	Swivel, 425LT, GMI, Insulated	EA	66		
D	Swivel, 425LT, GMI, Non-Insulated	EA	66		
E	Washer 1-1/2" 45LT	EA	132		
F	Nut, 45LT, GMI	EA	132		
G		EA			
H		EA			
I		EA			
J		EA			
K		EA			
L		EA			
	Specification:				
	<ol style="list-style-type: none"> 1. Odometer Index 2. 2ft³ Drive 3. 45 LT Connection Size 4. 25 PSIG Maximum Allowable Operation Pressure (MAOP) 5. 8.25" Center-To Center Connections 				

Subtotal
Shipping
Tax
Total:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

Quote # 15-R580-00111
 Act # 1001773
 WO#



elster
 American Meter

DATE: 28-Jan-15 REFERENCE: 2015 Meter & Regulator Proposal
 RFQ issued 1/13/2015
 TO: City of Las Vegas Comments & Exceptions Attached
 1700 North Grand
 Las Vegas, NM 87701

2221 Industrial Rd
 Nebraska City, NE 68410
 402-873-0706

WE TAKE PLEASURE IN QUOTING YOU AS FOLLOWS:

KINDLY DIRECT ANY RESULTANT ORDERS OR FURTHER INQUIRIES TO ABOVE ADDRESS.

ITEM	QTY.	DESCRIPTION	PRICE	
			Each	Extended
1	48	AL425 10# REG	\$240.00	\$11,520.00
2	33	1.5" GMI, (2) Ins [AL425_AC630]	\$24.22	\$799.26
3	18	AC630 25# REG	\$495.00	\$8,910.00
4	33	1.5" BMI, (2) non-Ins [AL425_AC630]	\$13.30	\$438.90
Shipping Points: Meters and Industrial Regulators: Nebraska City, NE Residential Regulators: Laredo, TX				
TERMS OF PAYMENT			NET CASH, 30 DAYS	
			FOB: Shipping Point, Prepaid	

This quotation is valid for delivery through December 31, 2015 providing a purchase order is received within 30 days of the date of this quotation for the quantity quoted.

*Terms and Conditions are attached.

BY:

Tod W. Bradley
 Sr. Director, Sales & Marketing

CONFIDENTIAL & PROPRIETARY

Exhibit A

Meter Warranty

This warranty applies to domestic gas meter models AC-250, AT-210 and AT-250 manufactured by Elster American Meter Company, LLC ("Supplier"). Supplier hereby warrants its domestic gas meter models AC-250, AT-210, and AT-250 as follows:

- No less than 85% of each shipment of all gas meters will maintain or be adjustable to plus or minus 2% of zero error at check test rate of flow or the applicable requirement proscribed by the utility commission having jurisdiction over where a meter is deployed, whichever is greater; and
- All gas meters will be free of defects in materials or workmanship.

This warranty will remain in effect for each meter for a period the earlier of 15 years from the date of its shipment by Supplier or until the meter is taken from service for any reason. Nor shall Supplier be liable for any damage of any kind arising from the use of Supplier's meters with erosive, corrosive or potentially freezing liquids or gases. Recommendations as to material, if any, are not to be considered a warranty against wear or decomposition and are subject at all times to verification and acceptance by the Purchaser. The warranty set forth above is in lieu of and excludes any other warranties, which are hereby disclaimed, whether expressed or implied. Supplier shall not be liable for any costs of removal, installation or re-installation hereunder. Purchaser assumes responsibility for determining that the meters provided are suitable for their intended application and use. Supplier's obligation under its warranty is limited at its option to repayment of the purchase price, repair, replacement, or furnishing a similar part at Supplier's option, and is further contingent upon Purchaser promptly notifying Supplier upon discovery of a defect and returning the defective meter, prepaying all transportation charges thereon, to the factory or warehouse designated by Supplier and upon Supplier's inspection and confirmation of the defective condition. In no event shall Supplier's liability to Purchaser, regardless of the reason, exceed the purchase price of the meter giving rise to the liability hereunder. The remedies set forth herein shall be the Purchaser's sole and exclusive remedies.

This warranty shall not apply to metering equipment or parts, which were repaired or altered by any party other than Supplier or its subsidiaries. This warranty shall not apply to any meter which has been operated in excess of the rated badge capacity of the meter. The warranty shall not apply to meters installed in curb vaults, pits or other types of non-conventional installations. Supplier shall not be liable for any non-conformity, damage, failure or defect of or to any meter caused by alteration, poor maintenance, vandalism, theft, mishandling, repair by unauthorized personnel, misuse, installation errors or installation not in accordance with applicable installation instructions, acts of God, the negligent acts or omissions or malfeasance of Purchaser or any third party or other conditions beyond the control of Supplier.

**INSERT TO BIDDING EVENT RESPONSE
AMERICAN GAS METER - AL425 AND AC630**

Issued by

CITY OF LAS VEGAS, NEW MEXICO

Set forth below are comments and modifications of **Elster American Meter Company, LLC** (the "Bidder") to certain terms set forth in the above-referenced Bidding Event materials issued by the City of Las Vegas, New Mexico.

<u>Section</u>	<u>Bidding Event Materials</u>
COMMERCIAL WARRANTY	Bidder's standard express limited warranty specifically disclaims warranties of fitness for purpose and merchantability. The one year warranty commences on date of sale.

This warranty shall be null and void after any device other than one manufactured by Supplier is installed on or in connection with the meter; provided, however, if a radio transmitter module or similar device is connected to the meter as part of an AMR/AMI solution, such connection shall not void this warranty unless such radio transmitter modules (or similar devices) or the connection therewith causes or relates to any failure, non-conformity or defect in the meter's performance.

The preceding sentence shall apply but not be limited to (i) indexes and automatic meter reading units other than those manufactured by Supplier or any subsidiary of Supplier, and (ii) to any other device that could adversely affect the accuracy or reliability of the meter, and (iii) whether or not the device is installed by Supplier. Supplier excludes paint and non-U.V. protected index boxes.

Product Warranty

Supplier warrants its products (other than domestic gas meter models AC-250, AT-210 and AT-250, which are warranted separately) only against defects in materials or workmanship arising under normal use and service for a period of one year from date of shipment. Supplier shall not be liable for any special, indirect or consequential damage resulting in any manner from the furnishing of the products. Nor shall Supplier be liable for any damage arising from the use of Supplier's products with erosive or corrosive liquids or gases. Recommendations as to material, if any, are not to be considered a warranty against wear or decomposition and are subject at all times to verification and acceptance by the customer. Supplier makes no other warranties and hereby disclaims all other warranties, whether express or implied. If a non-conformity arises during the applicable warranty period, Supplier's obligation under its warranty is limited at its option to repayment of the purchase price, repair, replacement, or furnishing a similar part to replace a defective part, and is further contingent upon customer promptly notifying Supplier upon discovery of a defect and returning the defective product, pre-paying all transportation charges thereon, to the factory or warehouse designated by Supplier and upon Supplier's inspection and confirmation of the defective condition. In no event shall Supplier's liability hereunder exceed the purchase price of the product.

ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Prices quoted herein are firm for quantities and deliveries specified provided order is received within thirty days from date of this quotation. Clerical errors are subject to correction at any time. Any contract of sale resulting from this quotation is expressly limited to the terms specified herein and in Seller's acknowledgement, which terms supersede the terms of customer's order, and any variations therefrom will require the written acceptance of the Seller thereto, any laws or rules of construction of contracts to the contrary notwithstanding. Shipment upon the customer's order, which contains different or additional terms, does not constitute an acceptance of such different or additional terms, it being expressly intended that the Seller is limiting its contractual obligations to those agreed in a writing signed by its duly authorized representatives. Seller reserves the right to cancel with 30 days written notice.
2. The amount of any and all present or future taxes or other governmental charges upon the production, shipment, installation, or sale of the equipment covered hereby, including use or occupation taxes, sales or excise taxes, shall be added to the price and paid by customer, or in lieu thereof, the customer shall furnish Seller with the tax exemption certificates acceptable to the taxing authorities
3. Seller warrants its products only against defects in materials or workmanship arising under normal use and service for a period of one year from date of shipment (delivery to the carrier). Seller shall not be liable for any special, indirect or consequential damage resulting in any manner from the furnishing of the products. Nor shall Seller be liable for any damage of any kind, whether to the product or special, indirect or consequential damage, arising from the use of Seller's products with erosive or corrosive liquids or gases. Recommendations as to material, if any, are not to be considered a warranty against wear or decomposition and are subject at all times to verification and acceptance by the customer. Seller disclaims all warranties of merchantability and fitness, and makes no other express or implied warranty of any kind except as stated on the face hereof. Seller's obligation under its warranty is limited at its option to repayment of the purchase price, repair, replacement, or furnishing a similar part to replace a defective part, and is further contingent upon customer immediately notifying Seller upon discovery of a defect and returning the defective product, prepaying all transportation charges thereon, to the factory or warehouse designated by Seller and upon Seller's inspection and confirmation of the defective condition. In no event shall Seller' liability to customer, regardless of the reason, exceed the purchase price of the product. No claim of breach of warranty shall constitute a cause for cancellation of this contract or any part thereof.
4. Risk of loss or damage to the goods passes to the customer upon delivery to the carrier regardless of who pays the shipping cost.
5. Each shipment shall be examined by the customer promptly upon his receipt thereof and any claim for shortage or any other cause must be reported to Seller within 30 days after receipt.
6. Delivery of the products, unless otherwise specified, shall be ex-works one of Seller's factories, warehouses, or offices, to be selected by Seller. Delivery and/or completion dates quoted by Seller herein, or in order acknowledgements or elsewhere, are to be treated as estimates only, not involving any contractual obligations. They are given in good faith and Seller will make every effort to adhere to them. They are subject to, among other things, materials and labor being available, the effect of governmental action, strikes, lockouts, accidents, carriers, acts of God, and delays of others furnishing material.
7. Unless otherwise stated in writing herein, all products shall be installed by and at the expense of the customer.
8. Customer acknowledges that it is solely responsible for providing a safe and suitable location for installation of products purchased from Seller and for providing and maintaining the appropriate environment for operating and performing maintenance on products purchased from Seller. Customer is solely responsible for determining the applicability of any state and/or federal laws and regulations to installation, use, maintenance and/or disposal of products purchased from Seller including, but not limited to, those pertaining to health and safety, and for ensuring compliance with all such laws and regulations.
9. Orders accepted by Seller cannot be cancelled, or deliveries, deferred, or goods returned, by customer, except with Seller's prior written consent, and then only upon such terms as shall be acceptable to Seller.
10. This quotation is confidential and proprietary and may not be disclosed, copied or duplicated in any manner without the written permission of Seller.
11. This quotation, and any contract of sale resulting from this quotation, shall be governed by, and shall be construed in accordance with, the laws of Pennsylvania.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 02/05/15

DEPT: Utilities

MEETING DATE: 02/18/15

ITEM/TOPIC: Conduct a public hearing and adopt Ordinance No. 14-10 Bond Water System improvements.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to conduct a public hearing and adopt Ordinance No. 14-10.

BACKGROUND/RATIONALE: Ordinance No. 14-10 will repeal and replace Ordinance 12-16 which was approved at the November 19, 2012 City Council Meeting. This is a bond ordinance in the maximum aggregate principal amount of \$20,000,000 and will authorize the issuance of one or more series of the New Mexico water utility loan system improvement revenue bonds based on the agreement between the City and the NM Finance Authority and for improving the City's water utility system. Bond Ordinance 12-16 expired on November 19, 2014 and needs to be extended.

STAFF RECOMMENDATION: Conduct a public hearing and adopt ordinance.

COMMITTEE RECOMMENDATION: This item will be discussed at the regular Utility Advisory Committee meeting on February 10, 2015. 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 J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

Approved to form 1-26-15


SUBMITTER'S SIGNATURE

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Ordinance No. 14-10

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL) ss.
CITY OF LAS VEGAS)

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico, met in session in full conformity with the law and the rules and regulations of the Governing Body at the City Hall at 1700 North Grand Avenue, Las Vegas, New Mexico, 87701, being the meeting place of the Governing Body for the meeting held on the 18th day of February, 2015, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the City Clerk a copy of a proposed bond ordinance in final form.

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CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 14-10
(repealing and replacing Ordinance No. 12-16)

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS VEGAS, NEW MEXICO WATER UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWENTY MILLION AND 00/100 DOLLARS (\$20,000,000.00) FOR THE PURPOSE OF DEFRAYING THE COST OF, PAYING, REFINANCING AND DISCHARGING LOAN AGREEMENTS BETWEEN THE CITY AND THE NEW MEXICO FINANCE AUTHORITY AND FOR THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

RECITALS:

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

WHEREAS, the City of Las Vegas, San Miguel County, New Mexico (the "City"), is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public utility consisting of a water utility system (the "System"), which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City will provide for the imposition of rates and charges against users of the System; and

WHEREAS, the City has been advised of the need to make certain improvements to the System in order to: acquire, extend, enlarge, better, repair and/or otherwise improve the System, and, more specifically, those capital improvement projects to be set forth in a Resolution of Sale (the "System Improvements and may issue bonds to finance outstanding bonds"); and

WHEREAS, the City intends to issue its Bonds, upon the terms and subject to the conditions as set forth in this Ordinance and a subsequent Resolution of Sale, as applicable, in part to finance a portion of the costs of the System Improvements (the "Improvement Project"), which will meet an urgent need for the Improvement Project and consequently also will provide for the public health, peace and safety of the City and its citizens; and

WHEREAS, the City will issue the Bonds only after receipt of the required approval of the Refunding Bonds by the Department of Finance and Administration of the State of New Mexico; and

WHEREAS, the City is authorized under the Act to issue utility revenue bonds to defray all or a part of the costs of the Project and the Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, the Governing Body has determined that it is necessary and in the best interest of the City and the residents of the City that the Series Bonds be authorized and issued in a maximum aggregate principal amount of \$20,000,000 and that the specific terms of the Series Bonds be specified in this Ordinance and a subsequent Resolution of Sale within the parameters set forth herein.

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

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 *Definitions.* As used in this Ordinance and in any Resolution of Sale, the following terms have the meanings specified, unless the context clearly requires otherwise:

"Acquisition Fund" means the "City of Las Vegas, New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds Acquisition Fund," established in Article XVII.

"Act" means with respect to the Bonds, this Ordinance, a Resolution of Sale, the powers of the City under the Constitution and general laws of the State applicable to the City, including NMSA 1978, §§ 3-23-1 to -10 (2011), NMSA 1978, §§ 3-27-1 to -9 (2011), NMSA 1978, §§ 3-31-1 to -12 (2011), NMSA 1978, §§ 6-18-1 to -16 (2005), enactments of the Governing Body and the laws of the State, as may be further provided in a Resolution of Sale.

"Authenticating Agent" means the Registrar or other Fiscal Agent if otherwise designated by this Ordinance or Resolution of Sale, required to authenticate the Bonds.

“Authorized Denominations” means denominations of \$1.00 or integral multiples of \$1.00, unless otherwise specified for an issuance of Bonds in the applicable Resolution of Sale.

“Authorized Officer” means the City’s Mayor, City Manager, City Treasurer, City Attorney, City Finance Director or other officer or employee of the City when designated by a certificate signed by the Mayor of the City from time to time.

“Bonds” means any obligation of the City as authorized pursuant to Section 3-31-1 to 3-31-12 (2011), NMSA 1978 whether designated as a bond, note, loan or loan agreement, warrant, debenture, lease-purchase agreement, or other instrument evidencing an obligation of the City to make payments which may be marketed in a public, private placement, or negotiated sale to a lender or purchaser with the final terms thereof as set forth in a Resolution of Sale.

“Bond Counsel” means an attorney at law or a firm of attorneys, designated by the City, of nationally recognized standing in matters pertaining to the issuance of bonds issued by states and their political subdivisions.

“Bond Purchase Agreement” means a bond purchase agreement or loan agreement to be entered into between the City and a Purchaser in substantially the form presented at the meeting of the Governing Body at which this Ordinance or Resolution of Sale is adopted.

“Bond Year” means, the twelve-month period specified in this Ordinance or Resolution of Sale.

“Business Day” means any day during which any bank, trustee, paying agent, remarketing agent and tender agent for that series, and the New York Stock Exchange are all open for business during normal business hours unless otherwise defined in a Resolution of Sale.

“City” means the City of Las Vegas in the County of San Miguel, State of New Mexico.

“Code” means the Internal Revenue Code of 1986, as amended, the federal income tax regulations of the Treasury Department promulgated thereunder or applicable thereto (whether proposed, temporary or final) and any amendments of, or successor provision to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code in this Ordinance or a Resolution of Sale means that Section of the Code and such applicable regulations, rulings, announcements, notice, procedures and determinations pertinent to that Section.

“Completion Date” means the date of completion of the acquisition, construction and installation of the Project as certified pursuant to Article XIV.

“Consulting Engineer” means any registered or licensed professional engineer or firm of engineers or Independent Accountant, entitled to practice and practicing as such under the laws of the State, retained and compensated by the City but not in the regular employ of the City; but, as to any construction drawings and specifications prepared for the System by City employees under the supervision of the City Engineer, this term may include the City Engineer.

“Continuing Disclosure Undertaking” means, if applicable, the agreement of the City for the benefit of Owners pursuant to which the City agrees for the benefit of Owners that, while the Bonds are Outstanding, the City will annually provide certain financial information and operating data and will provide notice of certain material events in accordance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

“Council” means the Governing Body.

“Counsel” means an attorney at law (who may be counsel to the City).

“Debt Service Fund” means the Debt Service Fund established in Article XVII for the Bonds into which deposits are to be made for payment of the Debt Service Requirements.

“Debt Service Requirements,” for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the Bonds during that period, or to make reimbursements for payments of interest; and (b) the amount required to pay the principal becoming due on the Bonds during that period, whether at maturity or upon mandatory sinking fund redemption dates, or to make reimbursements for payments of that principal.

“Debt Service Reserve Fund” means the reserve fund established in Article XVII for the Bonds into which deposits are made to meet the Reserve Requirement.

“Depository” means any of the following registered securities depository: The Depository Trust Company or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories as an Authorized Officer of the City may designate.

“Expense Account” means that account established for the purpose of appropriating for the annual budget that part of the Operation and Maintenance Expenses which are reasonably necessary for the administration of the Debt Service Fund.

“Expenses” means the reasonable and necessary fees, costs and expenses incurred by the City with respect to the Bonds and Related Documents, including, without limitation, fees paid to consultant fees, the fees, compensation, costs and expenses to be paid to any Fiscal Agent and expenses incurred in connection with the sale, issuance, remarketing, payment and administration of the Bonds, including attorneys’ fees. Expenses do not include any payment of or reimbursement for the payment of Debt Service Requirements or premiums on the Bonds or liabilities incurred by the City as the result of negligence in the operation of the System or any payments made to the City’s general fund as payments in lieu of franchise or other City taxes.

“Fiscal Agent” means any trustee, paying agent, tender agent, registrar, remarketing agent, bank, or other agent employed with respect to the sale, issuance, remarketing, payment, purchase, administration or otherwise in connection with the Bonds.

“Fiscal Agreement” means any remarketing agreement, tender agreement, investment agreement, trust agreement, paying agent agreement, escrow agreement or other document required for the remarketing, purchase, payment, security or administration of the Bonds.

“*Fiscal Year*” means the twelve-month period beginning 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 or other appropriate authority may establish as the fiscal year for the System.

“*Governing Body*” means the Council which is vested with legislative power of the City and any successor thereto.

“*Government Obligations*” means direct obligations of the United States of America or obligations guaranteed by the United States of America.

“*Gross Revenues*” means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the System involving the transportation, distribution and sale of water for use or consumption by the City and public and private customers of the System (including all territorial annexations which may be made while the Bonds are outstanding). Such term also includes:

- (a) All income derived from the investment of any money in the Acquisition Fund, Water Utility System Fund, Debt Service Fund and Rate Stabilization Fund and from surplus Net Revenues;
- (b) Money released from the Rebate Fund to the City;
- (c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on Bonds in the year released; (d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System.

Gross Revenues do not include:

- (a) any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;
- (b) taxes and/or fees collected by the City and remitted to other governmental agencies;
- (c) condemnation proceeds or the proceeds of any insurance policy, except any property insurance proceeds described above in clause (4) of this definition or derived in respect of loss of use or business interruption; and
- (d) the proceeds of the Bonds or any other bonds or refunding bonds.

“*Historic Test Period*” means any period of 12 consecutive months out of the 18 calendar months next preceding the delivery of additional Parity Bonds pursuant to Section 23.02 of Article XXIII.

“*Improvement Bonds*” means that portion of the Bonds used for the Improvement Project and consists of all of the Bonds the proceeds of which are not used for the Refunding Project and which are not specified as a part of the Refunding Bonds.

“*Improvement Project*” means the Improvements, and if moneys become available therefor from proceeds of the issuance of the Bonds, any other capital improvement project approved by the Council for which the proceeds of tax-exempt system revenue bonds may be lawfully expended pursuant to Section 3-31-1(A), NMSA 1978.

“*Independent Accountant*” means any certified public accountant, registered accountant or firm of accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

“*Insured Bank*” means a bank insured by an agency of the United States.

“*Interest Payment Date*” means the date or dates for the payment of interest stated in this Ordinance or Resolution of Sale for the Bonds.

“*NMFA*” means the New Mexico Finance Authority.

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

“*Net Revenues*” means the Gross Revenues after deducting Operation and Maintenance Expenses.

“*Official Statement*” means the final disclosure document, if any, relating to the offer and sale of the Bonds (including the cover page and all summary statement appendices and other materials included or incorporated by reference or attached thereto), as amended or supplemented.

“*Operation and Maintenance Expenses*” means all reasonable and necessary current expenses of the System, in any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System including, without limiting the generality of the foregoing:

- (a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;
- (b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

- (c) expenses other than Expenses paid from the proceeds of Bonds;
- (d) the costs of audits of the books and accounts of the System;
- (e) amounts required to be deposited in the Rebate Fund or otherwise required to make rebate payments to the United States Government; and
- (f) salaries, administrative expenses, labor costs, surety bonds and the cost of materials and supplies used for or in connection with the current operation of the System; and
- (g) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance expenses payable from moneys other than Gross Revenues.

“*Outstanding*” or “*outstanding*” when used in reference to Bonds means, on any particular date, the aggregate of all Bonds issued and delivered under the this Ordinance and Resolution of Sale authorizing the issuance of the Bonds, except:

- (a) those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;
- (b) those which have been paid or are deemed to be paid in accordance with the applicable City ordinance and resolution authorizing the issuance of the applicable bonds or otherwise relating thereto;
- (c) in the case of variable rate bonds, bonds deemed tendered but not yet presented for payment; and
- (d) those in lieu of or in exchange or substitution for which other bonds shall have been delivered, unless proof satisfactory to the City and the paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

“*Owner*” means the registered owner or owners of any Bond as shown on the registration books for the Bonds as maintained by the Registrar.

“*Parity Bonds*” means obligations, now or hereafter issued or incurred, payable from or secured by a lien on or pledge of and issued with a lien on, the Net Revenues on a parity with the Series Bonds issued under this Ordinance and a Resolution of Sale.

“Paying Agent” means the City Finance Director or any trust company, national or state banking association or financial institution qualified to act and appointed as the paying agent for the Bonds in a Resolution of Sale or by an Authorized Officer from time to time.

“Permitted Investments” means any of the following to the extent that, at the time the investment is made, it is an investment that is authorized by the law of the State for public money of the City: (i) bonds or negotiable securities of the United States or the State, (ii) bonds or negotiable securities of any county, municipality or school district that has a taxable valuation of real property for the last preceding year of at least one million dollars and has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding the time of investment, (iii) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States or are backed by the full faith and credit of the United States government or agencies guaranteed by the United States government, (iv) money market accounts that invest solely in direct obligations of the United States Treasury that have maturities of one year or less, (v) certificates of deposit of banks (including the Depository), savings and loan associations or credit unions certified or designated to receive public money on deposit and whose deposits are insured by an agency of the United States, and (vi) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the State Treasurer.

“Preliminary Official Statement” means the initial disclosure document, if any, relating to the offer and sale of the Bonds.

“Project” means the Improvement Project and all costs incidental to the foregoing and the issuance of the Bonds.

“Prospective Test Period” means the 12-month period commencing on the first day of the month following the estimated Completion Date of the project for which additional Parity Bonds are proposed to be issued pursuant to Section 23.02 of Article XXIII or the first day of the thirty-sixth month following the delivery of such Parity Bonds, whichever is earlier.

“Purchaser” means the original purchaser or lender with respect to the Bonds as set forth in a Resolution of Sale.

“Rate Covenant” means the covenant in Section 25.03 of Article XXV relating to charging rates for use of the System to pay Debt Service Requirements.

“Rate Stabilization Fund” means the Rate Stabilization Fund for the Bonds established in Article XVII.

“Rebate Fund” means the Rebate Fund for the Bonds established in Article XVII.

“Record Date” means, unless otherwise stated in a Resolution of Sale, (a) with respect to the Bonds with a term or tender period of less than one year, the first Business Day preceding each Interest Payment Date and (b) with respect to the Bonds with a term or tender period of one year or more, the fifteenth day of the calendar month preceding each Interest Payment Date.

“Redemption Date” means that date as set forth in Section 35 hereof.

“Refunding Bonds” means Bonds issued for the purpose refunding or refinancing outstanding water system revenue bonds as provided in this Ordinance or Resolution of Sale.

“Registrar” means the City Finance Director or any trust company, national or state banking association or financial institution qualified to act and appointed as the registrar for the Bonds in this Ordinance, a Resolution of Sale or by an Authorized Officer from time to time.

“Related Documents” means, as applicable, the Fiscal Agreements, Preliminary Official Statement, Official Statement, Continuing Disclosure Undertaking or other disclosure documents, Bond Purchase Agreement, mortgages or other security documents, loan agreements, and such other agreements as may be required for the Bonds as provided in this Ordinance or a Resolution of Sale.

“Replacement Fund” means the Replacement Fund established in Article XVII.

“Reserve Account” means an account of the Debt Service Fund to be established for the Bonds with a Reserve Requirement.

“Reserve Requirement” means, unless otherwise defined in this Ordinance or a Resolution of Sale, for an issuance of Tax-Exempt System Bonds (as defined in Section 25.20), an amount not to exceed an amount equal to the lesser of ten percent (10%) of the principal amount of the Bonds, the maximum annual Debt Service Requirement on the Bonds or 125% of average annual Debt Service Requirements on the Bonds, calculated on the date of initial issuance of the Bonds and recalculated on the date of any optional redemption or purchase by the City for cancellation of the Bonds from the date of original issuance of the Bonds redeemed or purchased were never issued.

“Resolution of Sale” means a resolution and all amendments thereto of the Governing Body that may be adopted prior to the initial issuance and delivery of the Bonds, approving specific terms, details and designation with respect to the Bonds within the parameters set forth in this Ordinance, and providing for the issuance and sale of the Bonds.

“Series Bonds” means the “City of Las Vegas, New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds” which may be issued within two (2) years from the date of this Ordinance and in one or more issuances of bonds or loans, in an amount not to exceed the maximum aggregate principal amount of \$20,000,000, to be issued pursuant to the terms of this Ordinance and Resolution of Sale setting forth the terms, conditions, series, and final designation or name of such Bonds for the purpose of defraying the costs of the Project.

“S&P” means Standard & Poor’s Ratings Group, a division of McGraw-Hill, Inc., its successors and their assigns.

“State” means the State of New Mexico.

"*Subordinated Bonds*" means all other bonds and other obligations of the City now or hereafter issued with a lien on the Net Revenues subordinate to the liens of Parity Bonds on the Net Revenues.

"*System Improvements*" means the improvements to the System as enumerated in the Recitals to this Ordinance.

"*System*" or "*Utility*" means the municipally owned public utility designated as the City's Water Utility System, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction, condemnation, or otherwise, and used in connection with said water utility system of the City, and in any way appertaining thereto, whether situated within or without the limits of the City.

"*Valuation Date*" means the date provided in this Ordinance or a Resolution of Sale.

"*Water Utility System Fund*" means the "City of Las Vegas, New Mexico, Water Utility System Fund" established in Article XVII of this Ordinance.

Section 1.02 ***Rules of Construction.*** For purposes of this Ordinance and a Resolution of Sale, unless otherwise expressly provided or unless the context requires otherwise:

- (a) Unless otherwise stated in this Ordinance, a Resolution of Sale, all references in the this Ordinance, or a Resolution of Sale to designated Articles and other sections are to the designated Article and other section of this Ordinance, or a Resolution of Sale, as applicable.
- (b) The words "herein," "hereof," "hereunder" and "herewith" and other words of similar import refer to this Ordinance, or a Resolution of Sale, as applicable, as a whole and not to any particular Article or section.
- (c) All accounting terms not otherwise defined in this Ordinance, or the a Resolution of Sale have the meanings assigned to them in accordance with generally accepted accounting principles.
- (d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (e) The headings used in this Ordinance, and a Resolution of Sale are for convenience of reference only and shall not define or limit the provisions of this Ordinance, or a Resolution of Sale.
- (f) Terms in the singular include the plural and vice versa.

ARTICLE II RATIFICATION

All action previously taken (not inconsistent with the provisions of the Ordinance) by the Governing Body and the officers of the City, directed toward the authorization, issuance and sale of the Bonds is ratified, approved and confirmed.

ARTICLE III FINDINGS AND DECLARATIONS

The Governing Body, having considered all relevant information and data including recitals set forth hereinabove makes the following findings and declarations:

- (a) *Authorization.* The City finds that it has authority under the Act to complete the System Improvements, to undertake the Project, and to issue the Series Bonds, for the purpose of defraying the cost of such acquisition.
- (b) *Benefit to Public.* The issuance of the Series Bonds, to provide funds to finance the Project is necessary and in the interest of the public health, safety and welfare of the residents of the City and will result in savings of interest and System operations costs to the City.
- (c) *Parity Obligation.* The Bonds constitute a Parity Obligation within the meaning of any Loan Agreements.

ARTICLE IV WATER UTILITY

The water facilities now owned and hereafter acquired by the City constitute a municipally owned and operated water utility (i.e., the System shall be owned, operated and maintained by the City as such).

ARTICLE V AUTHORIZATION OF PROJECT, EXPENSES, AND RESERVE REQUIREMENT

Section 5.01 *Project.* The Project and payment of Expenses related to the Series Bonds are authorized and approved. The Series Bonds shall be issued pursuant to this Ordinance and a Resolution of Sale to (a) initially fund the Project; (b) pay expenses related to the issuance of the Series Bonds; and (c) to fund any related Reserve Requirement not otherwise funded by the application of the funds remaining in the Loan Agreement Reserve Fund.

Section 5.02 *Debt Service Reserve.* The funding of a Reserve Fund with Bond proceeds, funds remaining in the Loan Agreement Reserve Fund, or from Net Revenues in the amount of the Reserve Requirement, as applicable, is hereby authorized and approved.

ARTICLE VI SERIES BONDS

Section 6.01 *Authorization; Series Bonds.* This Ordinance has been adopted by the affirmative vote of at least three-fourths of all of the members of the Governing Body for the purpose of establishing parameters in connection with the issuance of Bonds subject to a Resolution of Sale to be adopted by the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, and for the purpose of defraying the cost of the Project, the Governing Body hereby declares it is necessary that the City issue, and the City is hereby authorized to issue, in one or more issuances, pursuant to all or any specific statutory authorization as part of the Act, the Bonds to be initially designated "City of Las Vegas, New Mexico New Mexico Water Utility Loan Refunding and System Improvement Revenue Bonds" in an aggregate principal amount not to exceed \$20,000,000. The Series Bonds shall be payable, collectable and reimbursable solely from the Pledged Revenues. The Governing Body hereby authorizes the sale of the Series Bonds through a public, private-placement, or negotiated sale to the Purchaser, subject to the terms and conditions and restrictions set forth in this Ordinance, a Resolution of Sale and Related Documents. The Series Bonds, if sold to the Purchaser, may be sold subject to payment by the City of a placement fee as set forth in a Resolution of Sale.

Section 6.02 *Details of the Bonds.*

- (a) *General.* The Bonds shall be issued, in Authorized Denominations, numbered with such prefixes or other distinguishing designations and shall be fully registered or payable to a lender identified in a loan agreement. The Series Bonds shall be dated, have such principal amounts and have such maturity dates (no later than 40 years, or other shorter period of time from the date of issuance) as set forth in a Resolution of Sale.
- (b) *Interest.* Interest on the Bonds shall be payable at the rates set forth in a Resolution of Sale. The interest on the Bonds shall be the interest rate or rates established in a Resolution of Sale and shall be payable on each Interest Payment Date as set forth in a Resolution of Sale, provided that the maximum interest rate and net effective interest rate shall not exceed 12% per annum.

Unless otherwise stated in a Resolution of Sale, the Bonds shall bear interest from the most recent date to which interest has been paid or provided for or if no interest has been paid or provided for from the date of the Bonds until maturity or until redeemed if called for redemption prior to maturity. Unless otherwise stated in a Resolution of Sale, interest on the Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. If, upon presentation at maturity or for prior redemption, payment of the principal amount of a Bond is not made as required by this Ordinance or Resolution of Sale, interest on the unpaid principal amount of such Bond shall continue to accrue at the interest rate stated or described in that Bond until the principal amount of that Bond is paid in full.

- (c) *Priority on Net Revenues.* Unless otherwise provided in a Resolution of Sale, the Bonds payable in whole or in part from Net Revenues shall have priority for payment from the Net Revenues of the System on a parity with the Loan as evidenced by the Loan Agreement. Hereafter, Parity Bonds may be issued by complying with the requirements for the issuance of additional Parity Bonds set forth in Section 23.02 or as Subordinated Bonds. Subordinated Bonds may be converted to Parity Bonds by the City at any time by resolution or ordinance of the Governing Body upon satisfaction of the conditions for issuing additional Parity Bonds set forth in Section 23.02.
- (d) *Other Related Documents.* The City may enter into other Related Documents relating to the sale, issuance, delivery, remarketing, purchase, registration or other administration of the Bonds and pay reasonable fees and expenses to the Fiscal Agents charged with the administration of the Bonds and Related Documents.

Section 6.03 *Securities Depository.*

- (a) The Bonds may be issued, in whole or in part, in book-entry form with no physical distribution of bond certificates made to the public. A Depository will act as securities depository for the Bonds issued in book-entry form. A single certificate for each maturity date of those Bonds will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in Authorized Denominations, with transfers of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as the registered Owner of the Bonds in book-entry form. The transfer of principal and interest payments to Participants will be the responsibility of the Depository; the transfer of principal and interest payments to the beneficial owners of the Bonds ("Beneficial Owners") by Participants will be the responsibility of such Participants and other nominees of Beneficial Owners maintaining a relationship with Participants ("Indirect Participants"). The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.
- (b) If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Owners of the Bonds, the City will either identify another Depository or Bond certificates will be delivered to Beneficial Owners or their nominees and the Beneficial Owners or their nominees, upon authentication of the Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the Owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect

Participants and Beneficial Owners of the substitute Depository or the issuance of Bond Certificates to Beneficial Owners or their nominees, as applicable.

- (c) Authorized Officers are authorized to sign agreements with Depositories relating to the matters set forth in this Section 6.03.
- (d) The terms of this Section 6.03 may be changed with respect to the Bonds by a Resolution of Sale.

Section 6.04 ***Redemption.***

- (a) The Bonds may be subject to optional, mandatory sinking fund and/or extraordinary redemption, in whole or in part, upon the conditions, on the dates and upon payment of the redemption prices set forth in a Resolution of Sale and Related Documents for the Series Bonds.
- (b) At its option, to be exercised on or before the 45th day next preceding any mandatory sinking fund redemption date, the City may irrevocably elect to (i) deliver to the Paying Agent for cancellation Series Bonds, interest terms and maturity in any aggregate principal amount and/or (ii) receive a credit in respect to its sinking fund redemption obligation for any Bonds, interest terms and maturity which, prior to said date, have been redeemed (otherwise than through the operation of the sinking fund) and cancelled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Series Bond delivered or previously redeemed shall be credited by the Paying Agent as directed by the City at the principal amount thereof in Authorized Denominations against the amounts required to be paid by the City on the designated mandatory sinking fund redemption date and the principal amount of the Bonds to be redeemed by operation of such sinking fund on such date shall be reduced by that principal amount
- (c) If less than all of the Bonds subject to redemption are to be redeemed at any one time, the Bonds to be redeemed, other than Bonds redeemed pursuant to mandatory sinking fund redemption provisions, shall be selected by the Registrar in the manner determined by the City or as otherwise set forth in a Resolution of Sale. However, if less than all Bonds are redeemed, the Bonds to be redeemed within a maturity shall be selected by lot in such manner as determined by the Registrar. Part of a Bond may be redeemed if the amount of that Bond which remains outstanding is also in an Authorized Denomination.
- (d) Unless otherwise provided in the applicable Resolution of Sale, notice of redemption of the Bonds shall be given by the Registrar by sending a copy of such notice by registered or certified first-class, postage prepaid mail not less than 30 days prior to the redemption date to the Owner of each Bond, or portion thereof, to be redeemed at the address shown as of the fifth day prior to the mailing of notice on the registration books kept by the Registrar. Unless the Registrar is the City Finance Director, the City shall give the Registrar notice of

Bonds to be called for optional or extraordinary redemption at least fifteen (15) days prior to the date that the Registrar is required to give Owners notice of redemption specifying the Bonds and the principal amount thereof to be called for redemption and the applicable redemption date. Bonds to be called for mandatory sinking fund redemption shall be called for redemption by the Registrar without the necessity of any notice to the Registrar from the City. If the City has not designated the Bonds to be called for redemption on the dates specified above, the Registrar shall select the Bonds to be redeemed by lot. Neither the City's failure to give such notice, the Registrar's failure to give such notice to the registered Owner of any Bonds, or any defect therein, nor the failure of the Depository to notify a Participant or any Participant or Indirect Participant to notify a Beneficial Owner of any such redemption, shall affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. Notices shall specify the series, numbers CUSIP numbers and maturity date or dates of the Bonds to be redeemed (if less than all Bonds are to be redeemed), the principal amounts of any Bonds to be redeemed in part, the date fixed for redemption, and shall further state that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed at the office of the Paying Agent the principal amount, as applicable, thereof to be redeemed plus accrued interest, if any, to the redemption date and the stipulated premium, if any, and that from and after such date, interest will cease to accrue on those Bonds. In addition to the foregoing notice, the notice of redemption given by the Registrar shall include such additional information, and the Registrar shall comply with any other terms regarding redemption, as are required by any applicable agreement with a Depository.

Notice having been given in the manner provided above, the Bonds or part thereof called for redemption shall become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption shall be on deposit with the Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall not be deemed to be Outstanding and shall cease to bear or accrue interest from and after such redemption date.

However, if money sufficient to pay the principal of and premium, if any, on the Bonds to be redeemed at the option of the City is not received by the Paying Agent prior to the giving notice of redemption in accordance with this Section 6.04, that notice shall state that the redemption is conditional upon the receipt of that money by the Paying Agent by 2:00 p.m. prevailing Mountain Time on the redemption date. If an amount sufficient to redeem all the Bonds called for redemption is so received (i) the Paying Agent shall redeem only those Bonds called for redemption for which the redemption price was received and the Bonds to be redeemed, being less than all of the Bonds to be redeemed, shall be selected by the Registrar in the manner and from the maturities designated by the City; and if less than all of the Bonds of a given maturity are redeemed, the Bonds to be redeemed within that maturity shall be selected by lot in such manner as determined by the Registrar, and (ii) the redemption notice shall have no effect with respect to those Bonds for which the redemption price was not received and those Bonds shall not be redeemed. Part of a Bond may be redeemed in an Authorized Denomination if the

amount of that Bond which remains outstanding is also in an Authorized Denomination. In addition, the notice of redemption given by the Registrar shall include such additional information, and the Registrar shall comply with any other terms regarding redemption, as are required by any applicable agreement with a Depository.

Notice having been given in the manner provided in this Section 6.04, and subject to the terms of this Section 6.04, the Bonds or part thereof called for redemption shall become due and payable on the redemption date designated and the Bonds or part thereof to be redeemed, for which sufficient money on deposit with the Paying Agent, shall not be deemed to be Outstanding and shall cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Paying Agent on or after the redemption date, or, so long as the book-entry system is used for determining beneficial ownership of Bonds, upon satisfaction of the terms of any other arrangement between the Paying Agent and the Depository, the Paying Agent will pay such Bond or portion thereof called for redemption.

The Registrar shall also send a copy of the notice of redemption by certified mail or by overnight delivery to each Depository and to an Information Service. Failure to provide notice to any Depository or the Information Service shall not affect the validity of proceedings for the redemption of the Bonds.

- (e) The terms of this Section 6.04 may be changed with respect to the Bonds by a Resolution of Sale.

Section 6.05 ***Payment of the Series Bonds.*** Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, principal and interest on the Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal on each Bond shall be payable in immediately available funds at maturity or redemption thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent (which is appointed as registrar and transfer agent for the Bonds) or at the designated office of any successor Paying Agent. Interest on the Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the fifteenth calendar day of the month next preceding the interest payment date (the "Record Date"). Any interest which is not timely paid or provided for shall cease to be payable to the owner thereof (or of one or more predecessor Bonds) as of the Record Date, but shall be payable to the owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to Bond owners not less than ten days prior thereto. If any Bond presented for payment remains unpaid at maturity or redemption, it shall continue to bear interest at the rate or rates designated in, and applicable to, such Bond from time to time. If any Bond is not presented for payment at maturity or redemption when funds available therefor have been deposited with the Paying Agent, it shall cease bearing interest on and from the date of maturity or redemption.

Section 6.06 ***Registration, Transfer, Exchange and Ownership of the Bonds.*** Except as otherwise provided in a Resolution of Sale for an issuance of Bonds:

- (a) The City shall cause books for registration, transfer and exchange of the Bonds to be kept at the principal office of the Registrar. Upon surrender for transfer or exchange of any Bond at the principal office of the Registrar duly endorsed by the Owner or its attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and properly executed, the City shall execute and the Registrar shall authenticate and deliver in the name of the transferee or Owner, as appropriate, a new Bond or Bonds of the same series, maturity, interest rate and same aggregate principal amount in Authorized Denominations.
- (b) The person in whose name any Bond is registered shall be deemed and regarded as its absolute Owner for all purposes. Payment of either the principal of or interest on any Bond shall be made only to or upon the order of its Owner or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability on the Bonds to the extent of the amount paid.
- (c) If any Bond is lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of that Bond if mutilated, and the evidence, information or indemnity which the Registrar may reasonably require, authenticate and deliver a replacement Bond or Bonds of the same series, aggregate principal amount, maturity and interest rate, bearing a number or numbers not then outstanding. If any lost, stolen, destroyed or mutilated Bond has matured or been called for redemption, the Registrar may direct the Paying Agent to pay that Bond in lieu of replacement.
- (d) The City may issue Bonds in bearer form if permitted by applicable law and if, in the opinion of Bond Counsel, the issuance of such Bonds in bearer form will not adversely effect the legality or tax-status of such Bonds.
- (e) Exchanges and transfers of Bonds shall be made without charge to the Owner or any transferee except that the Registrar may make a charge sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to that transfer or exchange.
- (f) Except for any Bond which may be and is tendered for purchase, the Registrar shall not be required to transfer or exchange (i) any Bond during the five (5) day period preceding the mailing of notice calling Bonds for redemption and (b) any Bond called for redemption.

ARTICLE VII FILING OF SIGNATURES

Prior to the execution of any Series Bond pursuant to Uniform Facsimile Signature of Public Officials Act, NMSA 1978, §§ 6-9-1 to -6 (1999), the Mayor, City Clerk and/or City Finance Director shall each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Bonds.

**ARTICLE VIII
EXECUTION AND CUSTODY OF THE BONDS**

Section 8.01 **Execution.** Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, the Bonds shall be signed with the facsimile of the signature, or the manual signature, of the Mayor and the manual or facsimile signature of the City Clerk or a Deputy City Clerk. There shall be placed on each Bond the printed, engraved, stamped or otherwise placed facsimile or imprint of the City's corporate seal. The Bonds when authenticated and bearing the manual or facsimile signatures of the officers in office at the time of their signing shall be valid and binding obligations of the City, notwithstanding that before delivery of those Bonds, any or all of the persons who executed those Bonds shall have ceased to fill their respective offices. The Mayor and City Clerk or Deputy City Clerk, at the time of the execution of the Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds or certificates pertaining to the Bonds. No manual or facsimile signature of an officer of the City or an Authenticating Agent shall be required if the Bonds are issued in book-entry form without the delivery of any physical securities.

Section 8.02 **Custody.** Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, the Authenticating Agent or its designee shall hold in custody all Bonds signed and attested by the Mayor and City Clerk or Deputy City Clerk until ready for delivery to the purchaser, transferee or Owner. The City shall, from time to time, at the written request of the Authenticating Agent, provide the Authenticating Agent an adequate supply of Bonds.

Section 8.03 **Authentication.** Except as otherwise provided in a Resolution of Sale for an issuance of Bonds, no Series Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Authenticating Agent. The Authenticating Agent's certificate of authentication shall be deemed to have been duly executed if manually signed by an authorized officer of the Authenticating Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all the Bonds.

**ARTICLE IX
NEGOTIABILITY; PREFERENCE**

Except as otherwise stated in this Ordinance or a Resolution of Sale, Bonds shall be fully negotiable and shall have all the qualities of negotiable paper and the Owners shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the State's Uniform Commercial Code-Investment Securities. Except as otherwise set forth in this Ordinance, or Resolution of Sale or Related Documents, the Bonds shall in all respects be equally and ratably secured, without preference, priority or distinction on account of the dates or the actual times of the issuance or maturities of the Bonds.

**ARTICLE X
SPECIAL LIMITED OBLIGATIONS**

All of the Bonds and all payments of principal of and interest on Bonds, the purchase price of Bonds and the fees, costs, expenses and other obligations of the City under the Related

Documents, together with the interest accruing thereon, shall be special limited obligations of the City and shall be payable, collectible and reimbursable solely from the Pledged Revenues. However, the City may, subject to the provisions of the Act, in its sole discretion, pursuant to a Resolution of Sale, pledge, mortgage or encumber property and other collateral in addition to the Net Revenues, Refinancing Proceeds and Bond Proceeds, other than ad valorem property tax revenues, to the payment of the Bonds. Owners and obligees under the Related Documents may not look to any general or other municipal fund or assets for the payment of the principal or of interest on such obligations or such fees, costs and expenses, except the designated special funds or assets specifically pledged for the Bonds as set forth in or permitted by this Section. Neither the Series Bonds, the Related Documents, nor such costs, fees and expenses of the City shall constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City, and each Bond shall recite that it is payable and collectible solely from the Pledged Revenues. Notwithstanding the foregoing, the City may, in its sole discretion, use any other funds legally available to the City, without having pledged such funds, for the payment of the Bonds

**ARTICLE XI
SALE AND REMARKETING OF SERIES BONDS**

The Series Bonds shall be sold in accordance with a Bond Purchase Agreement at a public, private-placement, or negotiated sale to the Purchaser or Purchasers as specified in the Bond Purchase Agreement. Bonds delivered shall be sold in accordance with the terms of a Resolution of Sale. After the Bonds have been duly executed and authenticated and, upon receipt of the purchase price, the Bonds shall be delivered to the Purchaser by the Authenticating Agent in accordance with the Bond Purchase Agreement. However, if Bonds are in book-entry form, those Bonds shall be delivered to the Depository.

**ARTICLE XII
FORMS OF SERIES BONDS**

The form of the Series Bonds shall be substantially as set forth in a Resolution of Sale, with such terms and provisions as are not inconsistent with this Ordinance.

**ARTICLE XIII
PERIOD OF SYSTEM'S USEFULNESS**

The period of usefulness of the System is in excess of the final maturity date of the Series Bonds.

**ARTICLE XIV
USE OF PROCEEDS; PROJECT COMPLETION;
PURCHASERS NOT RESPONSIBLE**

Section 14.01 *Proceeds; Completion of Project for which the Bonds are Issued.*

- (a) Proceeds from the sale of the Bonds subject to the provisions of a Resolution of Sale, shall be deposited as follows:

- (i) The proceeds of the Bonds designated for the payment of interest may be deposited in the Acquisition Fund or the Debt Service Fund. Money on deposit in the Acquisition Fund for the payment of interest on the Bonds shall be transferred to the Debt Service Fund in the amounts, and prior to the due dates, of the interest payments to be made on the Bonds.
 - (ii) Proceeds of the Bonds may be used to satisfy all or part of the Reserve Requirement by depositing proceeds the Reserve Account for that series.
 - (iii) If Bonds are issued to refund other Bonds, proceeds from the sale of the refunding Bonds shall be deposited in an escrow fund or a redemption account established for the payment of the Bonds to be refunded, may be used to pay Expenses relating to the refunding or the refunded Bonds, and for such other purposes relating to the refunding or incidental to the issuance or administration of the refunding Bonds as are permitted in this Ordinance or a Resolution of Sale.
 - (iv) The proceeds from the portion of the Bonds designated as the Refunding Bonds shall be deposited in the Redemption Fund and shall be used to finance the Refunding Project. Such amount shall be sufficient to pay the redemption price of the Loan Agreement.
 - (v) The balance of the proceeds from the portion of the Bonds designated as the Improvement Bonds shall be deposited in the Acquisition Fund established and applied to the Improvement Project, for the payment of Expenses of or relating to the Bonds and for any other purpose related to the Project or incidental to the issuance or administration of the Bonds permitted in this Ordinance, subject to the provisions of a Resolution of Sale. Earnings on amounts on deposit in an Acquisition Fund may be used to pay costs of the Project or, Debt Service Requirements on the Bonds.
- (b) Subject to the provisions of a Resolution of Sale, the Completion Date for the Improvement Project financed by the issuance of the Bonds shall be evidenced by a certificate signed by the managing director of the System or other City official responsible for the System stating that the part of the Improvement Project being funded by the Bonds has been completed. As soon as practicable, and in any event not more than 60 days after the Completion Date, any balance remaining in the Acquisition Fund (other than any amount retained by the City for costs of that part of the Project not then due and payable) shall be used by the City for the payment of the principal of or interest next coming due on the Bonds.

Section 14.02 ***Purchaser Not Responsible.*** The Purchasers of the Bonds shall not be responsible for the application or use by the City of the proceeds of Series Bonds.

**ARTICLE XV
SUFFICIENCY OF ESCROW**

The proceeds of refunding bonds, together with any other money of the City available to pay principal of, premium, if any, and interest on bonds of the System being refunded (including, but not limited to Outstanding Parity Bonds), deposited in an escrow fund or account established to refund Outstanding bonds shall be sufficient to pay when due the principal of, premium, if any, and interest on the bonds to be refunded. The escrow agent shall invest the money on deposit in the escrow fund or account as permitted under the ordinance, a Resolution of Sale and, if applicable, the escrow agreement pertaining to the refunding bonds. The investment obligations held by the escrow agent shall mature at such times as are necessary to insure the prompt payment of the principal of, premium, if any, and interest on the bonds to be refunded as they become due and such obligations shall not permit the redemption thereof at the option of the issuer of such obligations.

**ARTICLE XVI
APPROVAL**

Section 16.01 ***Governing Body Approval.*** Prior to issuance of the Bonds, a Bond Purchase Agreement, a Preliminary Official Statement or form of Official Statement, the Continuing Disclosure Undertaking, with terms which are not inconsistent with the terms of this Ordinance and a Resolution of Sale, shall be submitted to the Governing Body for approval or ratification. Other Related Documents with terms which are consistent with this Ordinance and a Resolution of Sale may be approved by an Authorized Officer. An Authorized Officer may consent to any changes in Related Documents as are not inconsistent with this Ordinance and a Resolution of Sale. With respect to the Bonds, an Authorized Officer is:

- (a) authorized to execute a Bond Purchase Agreement, subject to either prior approval or effective upon ratification by the Governing Body with terms of the Bonds and of the sale to the Purchaser of the Bonds within the parameters set forth in this Ordinance and a Resolution of Sale; and
- (b) authorized and directed to execute and deliver Preliminary Official Statement and Official Statement, the Continuing Disclosure Undertaking the Related Documents, and other documents to which the City is a party or which the City is required to execute and any extension of or changes or amendments thereto or any substitutions therefor approved by the Authorized Officer substantially in the form presented to the Governing Body if applicable, and which are not inconsistent with this Ordinance and a Resolution of Sale. The execution of a Related Document by an Authorized Officer, or any extensions thereof or substitutions therefor, in its final form shall constitute conclusive evidence of the Authorized Officer's approval of that Related Document and compliance with this Section. The City Clerk is authorized to affix the seal of the City to and to attest any Related Documents, as required.

Section 16.02 ***Further Acts.*** From and after the adoption of this Ordinance, the officers, agents and employees of the City 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, a Resolution of Sale and the applicable Related Documents.

Section 16.03 ***Use of Disclosure Documents.*** The Purchaser of the Bonds is authorized to lawfully use and distribute the Preliminary Official Statement and the Official Statement (with terms which are not inconsistent with this Ordinance, and a Resolution of Sale in connection with the offering and sale of the Bonds.

ARTICLE XVII FUNDS AND ACCOUNTS

Section 17.01 ***Water Utility System Fund.*** The City shall establish or continue the Water Utility System Fund as a separate, distinct and segregated fund to be held by the City or its designee. As long as any Debt Service Requirements on the Bonds payable in whole or in part from Net Revenues are outstanding, all Gross Revenues shall continue to be set aside and credited to the Water Utility System Fund.

Section 17.02 ***Acquisition Fund.*** The Acquisition Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee. The City may establish a separate Acquisition Account in the Acquisition Fund and may establish separate subaccounts in any such account for the payment of capitalized interest and for other purposes permitted by this Ordinance or a Resolution of Sale.

Section 17.03 ***Redemption Fund.*** The Redemption Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee for deposit of the proceeds of the Refunding Bonds in payment of any outstanding loans or bonds as provided in a Resolution of Sale.

Section 17.04 ***Debt Service Fund.*** The Debt Service Fund is established as a separate and distinct fund of the City to be maintained and controlled by the City or its designee for the deposit of Net Revenues and, if applicable, Refinancing Proceeds. Subject to the provisions of a Resolution of Sale, the City may establish a separate Debt Service Account in the Debt Service Fund and may establish separate subaccounts in any such account for purposes permitted by this Ordinance or the Resolution of Sale.

A separate Expense Account may also be established as part of the Debt Service Fund as provided in a Resolution of Sale. Money on deposit or credited to the Expense Account shall be used for the purpose of payment of that part of Operation and Maintenance Expenses that are reasonably necessary for the administration of the Debt Service Fund.

Section 17.05 ***Debt Service Reserve Fund.*** The City may establish a reserve fund as a separate and distinct fund to be maintained and controlled by the City or its designee as provided under a Resolution of Sale with respect to meeting the Reserve Requirement.

Section 17.06 ***Subordinate Lien Funds and Accounts.*** The City may establish separate and distinct funds and accounts to be maintained and controlled by the City or its designee to pay Debt Service Requirements on, and to fund Reserve Accounts for, Subordinated Bonds as provided in a Resolution of Sale.

Section 17.07 **Rebate Fund.** The Rebate Fund is established as a special and separate fund, subject to the provisions of a Resolution of Sale, to be maintained and controlled by the City or its designee to the extent that rebate payments may be required to be made pursuant to Section 148(f) of the Code.

Section 17.08 **Replacement Fund.** The Replacement Fund may be established as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 18.06 as provided under the provisions of a Resolution of Sale.

Section 17.09 **Rate Stabilization Fund.** The Rate Stabilization Fund may be established as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 18.07 as provided under the provision of a Resolution of Sale.

Section 17.10 **Other Funds.** Other funds and accounts relating to the Bonds, including, but not limited to escrow funds and accounts if Bonds are to be refunded, may be established by a Resolution of Sale, to be controlled and maintained by the City or its designee.

ARTICLE XVIII ADMINISTRATION OF FUNDS AND ACCOUNTS

Section 18.01 **Use of Gross Revenues.** As long as any Bonds are outstanding, all Gross Revenues shall be deposited in the Water Utility System Fund and subject to the provisions of a Resolution of Sale, transferred from that Fund to the following funds and accounts or for payment of the following amounts in the order listed:

- (a) **Operation and Maintenance Expenses.** A sufficient amount of Gross Revenues shall be set aside each month to be used to pay the current Operation and Maintenance Expenses as they become due.
- (b) **Debt Service Fund or Account for Parity Bonds.** Net Revenues shall be transferred to the Debt Service Fund or Account established for each series of Outstanding Parity Bonds payable in whole or in part from Net Revenues to pay Debt Service Requirements on Parity Bonds as they become due.
- (c) **Reserve Fund or Account.** Net Revenues shall be transferred to the Reserve Fund or Account for each series of Parity Bonds payable in whole or in part from Net Revenues with a Reserve Requirement to the extent that deposits are required to be made as a result of any deficiency in the Reserve Requirement for an applicable series of Parity Bonds.
- (d) **Subordinated Bonds.** Net Revenues shall be used to pay Debt Service Requirements on Subordinated Bonds payable in whole or in part from Net Revenues and to fund any Reserve Requirement for applicable Subordinated Bonds.
- (e) **Replacement Fund.** At the option of the City, Net Revenues may be transferred to the Replacement Fund to be used for the purposes stated in Section 18.06.

- (f) *Rate Stabilization Fund.* At the option of the City, Net Revenues may be transferred to the Rate Stabilization Fund to be used for the purposes stated in Section 18.07.
- (g) *Surplus Net Revenues.* Net Revenues shall be retained in the Water Utility System Fund or used for any other lawful System purpose including, but not limited to, redeeming or purchasing the Bonds or paying costs and expenses of the City relating to the administration of the Bonds but shall not be transferred to the general fund of the City except for Operation and Maintenance Expenses owed by the System to the City and taxes, payments in lieu of taxes, assessments and other municipal or governmental charges of the City lawfully levied or assessed upon the System.
- (h) *Accumulation of Revenues.* Gross Revenues need not be retained for any use or in any fund or account described in this Section 18.01 in excess of the Gross Revenues required for any current use or deposit. For the purposes of this subparagraph, the term current shall mean the month during which the Net Revenues are being distributed and the immediately following month.

Section 18.02 ***Debt Service Fund.***

- (a) Except as stated in Section 18.04 or required by a Resolution of Sale, Net Revenues shall be transferred to the Debt Service Fund sufficient to pay when due the Debt Service Requirements on the Bonds:
 - (i) in substantially equal monthly deposits of Net Revenues shall be made to the Debt Service Fund beginning six months before each Interest Payment Date for the Bonds in order to make the next payment of interest on each Bond when due. However, if the first Interest Payment Date for the Bonds is less than seven months after the date of the original issuance of the Bonds, equal monthly deposits of Net Revenues before the first Interest Payment Date shall begin in the first full month following the date of issuance of the Bonds.
 - (ii) in substantially equal monthly deposits of Net Revenues shall be made to the Debt Service Fund beginning 12 months before each principal payment date for the Bonds in order to make the next scheduled payment of principal on each Bond when due whether at maturity on a mandatory sinking fund redemption date. However, if the first principal payment date for the Bonds is less than thirteen months after the date of the original issuance of the Bonds, equal monthly deposits of Net Revenues before the first principal payment date shall begin in the first full month following the date of issuance of the Bonds. Principal payments include scheduled payments at maturity, by mandatory sinking fund installment or otherwise scheduled payments of principal.

- (iii) if in the month immediately preceding any payment date for the Bonds, the City determines that there are not sufficient funds accumulated in a Debt Service Fund to pay the amount becoming due on the Bonds on the payment date, the City shall promptly deposit any available Net Revenues in the Debt Service Fund in an amount equal to the deficiency. If, prior to any payment date for the Bonds, there has accumulated in the Debt Service Fund the entire amount necessary to pay the amount becoming due on the Bonds on that payment date, no additional Net Revenues need be deposited in the Debt Service Fund prior to that payment date. In making the determinations permitted by this paragraph, the City may take into account the amount on deposit in any other fund or account or escrow relating to the Bonds irrevocably set aside for the next payment of the Bonds.
- (b) Amounts other than Net Revenues pledged to or available for payment of the Bonds, including without limitation Refinancing Proceeds, shall be deposited in the Debt Service Fund and applied to the payment of the Debt Service Requirements of the Bonds as provided in a Resolution of Sale.
- (c) Unless otherwise stated in a Resolution of Sale, amounts deposited in the Debt Service Fund shall be applied first to the payment of interest and then to pay or satisfy any sinking fund requirements for the payment of principal.
- (d) Money in a Debt Service Fund shall be used only to pay the Debt Service Requirements on the Bonds. Transfers of amounts equal to the Debt Service Requirements shall be made by the City on a timely basis to the appropriate Fiscal Agent.
- (e) Moneys on deposit in or credited to the Expense Account shall be used for the purpose of paying that part of the Operation and Maintenance Expenses which are reasonably necessary for the administration of the Debt Service Fund. The Expense Account has been created for the convenience of appropriating such Expenses for the annual budget of the City. Such Expenses shall have the same priority with respect to the use of Gross Revenues as any other Operation and Maintenance Expense.

Section 18.03 **Reserve Fund.** Unless otherwise required by a Resolution of Sale, beginning in the month following the date of the issuance of the Bonds, sixty equal monthly deposits of Net Revenues shall be made into the Reserve Fund until the Reserve Requirement for the Bonds is reached.

The Reserve Fund may be funded with the proceeds of the Bonds and Net Revenues or any combination thereof.

No payments need be made into the Reserve Fund as long as the sum of the money in the Reserve Fund is equal to or greater than the Reserve Requirement. Money in the Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as provided in

this Section 18.03 and Section 18.04, only to prevent deficiencies in the payment of the principal or interest on the Bonds.

If the amount on deposit in the Debt Service Fund on a payment date and available Net Revenues are not enough to pay the amount becoming due on that date, an amount equal to the deficiency shall be transferred from the Reserve Fund to the Debt Service Fund. A sum equal to the amount in the Reserve Fund used to pay Debt Service Requirements on the Bonds shall be deposited in the Reserve Fund from the first Net Revenues received by the City which are not required by Section 18.01 to be used for another purpose.

Section 18.04 ***Termination Upon Deposits to Maturity.*** No payments need be made into the Debt Service Fund or Reserve Fund if the sum of the amounts in that Debt Service Fund and Reserve Fund is not less than the Debt Service Requirements due and to become due on and before the final maturity date of the Bonds, both accrued and not accrued. The money retained in those two accounts shall be used only to pay the Debt Service Requirements when due except that any money on deposit in the Debt Service Fund which is not necessary to pay such Debt Service Requirements shall, to the extent lawful, be used as surplus Net Revenues and any money on deposit in the Reserve Fund which is not necessary to pay such Debt Service Requirements (other than proceeds of other bonds of the System) shall be deposited in the Replacement Fund.

Section 18.05 ***Subordinated Bonds.*** Net Revenues shall be used as required by the applicable authorizing ordinance or resolution of sale authorizing the issuance of Subordinated Bonds and the funding of reserves for Subordinated Bonds and for payment of related Expenses. Subordinated Bonds shall have the order of priority with respect to other Subordinated Bonds as set forth in the applicable authorizing ordinance or resolution of sale or City ordinances authorizing the issuance of Subordinated Bonds.

Section 18.06 ***Replacement Fund.*** In addition to Net Revenues, the City may deposit in the Replacement Fund all money released from a Reserve Fund in excess of the Reserve Requirement except for any such excess which is designated for another System purpose by resolution or ordinance of the Governing Body or which is proceeds of other bonds of the System.

While the Bonds are outstanding, money on deposit in the Replacement Fund, upon approval of Bond Counsel or as provided in a Resolution of Sale, shall be used only (i) for replacement costs and capital improvements to the System, (ii) for extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for the defeasance of, the Bonds, provided the monies on deposit in the Replacement Fund shall be used for the purpose described in (i) above on a first priority basis.

Section 18.07 ***Rate Stabilization Fund.*** Money on deposit in the Rate Stabilization Fund may be withdrawn at any time and used, upon approval of Bond Counsel or as provided in a Resolution of Sale, for any purpose for which Gross Revenues may be used.

ARTICLE XIX
TRANSFERS TO PAY PRINCIPAL OF, PREMIUM, IF ANY,
AND INTEREST ON THE BONDS; PAYMENT OF EXPENSES

Section 19.01 *Transfers to Fiscal Agent.* Unless the City Finance Director is the Paying Agent, the City shall transfer legally available funds for the payment of principal of, premium, if any, and interest on the Bonds to the Paying Agent on or before the date on which each such payment is due.

Section 19.02 *Expenses.* The City or its designee shall pay all Expenses directly to the party entitled thereto from amounts on deposit in the Acquisition Account, the Expense Account and from other legally available revenues and other sources including Net Revenues, as applicable.

ARTICLE XX
GENERAL ADMINISTRATION OF FUNDS

The funds and accounts designated in Articles XVII and XVIII shall be administered as follows:

Section 20.01 *Investment of Money.* To the extent practicable, any money in any such fund or account shall be invested in Permitted Investments within any limitations imposed by this Ordinance or a Resolution of Sale. Obligations purchased as an investment of money in any fund or account shall be deemed at all times to be part of that fund or account, and the interest accruing and any profit realized on those investments shall be credited to that fund or account, unless otherwise stated in this Ordinance, a Resolution of Sale or Related Document (subject to withdrawal at any time for the uses directed and permitted for such money by this Ordinance, a Resolution of Sale and Related Documents), and any loss resulting from such investment shall be charged to that fund or account. The City Finance Director or other custodian of such fund or account shall present for redemption or sale on the prevailing market any Permitted Investment in a fund or account when necessary to provide money to meet a required payment or transfer from that fund or account.

Section 20.02 *Deposits of Funds.* The money and investments which are part of the funds and accounts designated in Articles XVII and XVIII shall be maintained and kept in an Insured Bank or banks or may be held in book-entry form in the name of the City by an agent or custodian of or for the City for the benefit of the City, as permitted by State law. Each payment or deposit shall be made into and credited to the proper fund or account at the designated time, except that when the designated time is not a Business Day, then the payment shall be made on the next succeeding Business Day unless otherwise required in this Ordinance, a Resolution of Sale or Related Documents. The City may establish one or more accounts in Insured Banks for all of the funds and accounts or combine such funds and accounts with any other Insured Bank account or accounts for other funds and accounts of the City.

Section 20.03 *Valuation of Investments.* In the computation of the amount in any account or fund for any purpose under this Ordinance or a Resolution of Sale, except as otherwise expressly provided under the Code and subject to the terms of this Ordinance or a Resolution of Sale, Permitted Investments shall be valued at the cost thereof (including any amount paid as accrued interest) or the principal amount thereof, whichever is less; except that Permitted

Investments purchased at a premium may initially be valued at the cost thereof, but in each year after such purchase shall be valued at a lesser amount determined by ratably amortizing the premium over the remaining term. Bank deposits shall be valued at the amount deposited, exclusive of any accrued interest or any other gain to the City until such gain is realized by the receipt of an interest-earned notice, or otherwise. The valuation of Permitted Investments and bank deposits in any account shall be made not less frequently than annually or as otherwise required by an applicable provision of the Code. Unless otherwise required by an applicable provision of the Code, no loss or profit on Permitted Investments shall be deemed to take place as a result of fluctuations in the market quotations prior to the sale or maturity thereof.

ARTICLE XXI
[RESERVED]

ARTICLE XXII
PLEDGE OF NET REVENUES, LIEN OF THE
BONDS AND EQUALITY OF THE BONDS

Section 22.01 *Pledge of Net Revenues.* The City hereby pledges and grants a security interest in the Net Revenues, for the payment of principal of premium, if any, and interest on, the Series Bonds and any other amounts due under this Ordinance and a Resolution of Sale, which shall be applied to the payment of such obligations with the priorities set forth in Article XXIII. This Ordinance and a Resolution of Sale constitute an irrevocable and first lien on parity with the lien thereon of the Loan as evidenced by the Loan agreement, but not necessarily an exclusive first lien, on the Net Revenues as set forth herein.

Section 22.02 *[Reserved].*

Section 22.03 *Equality of Bonds.* Except as set forth in this Ordinance, an applicable Authorizing Ordinance, Resolution of Sale or Related Documents, the Bonds payable in whole or in part from Net Proceeds, from time to time outstanding shall not be entitled to any priority one over the other in the application of the Net Revenues, regardless of the time or times of their issuance.

Section 22.04 *Other Pledged Amounts.* The proceeds of the Bonds, pending their application, are hereby pledged for the payment of the Bonds. In addition, Refinancing Proceeds are hereby pledged in payment of the Bonds that are expressly payable from Refinancing Proceeds pursuant to an applicable authorizing ordinance or resolution of sale.

ARTICLE XXIII
ADDITIONAL BONDS OF THE SYSTEM

Section 23.01 *Limitations Upon Issuance of the Bonds.* Subject to the limitations of this Article and Article XXV, nothing in this Ordinance shall be construed to prevent the issuance by the City of additional bonds.

Section 23.02 *Parity Bonds.* Subject to the provisions of a Resolution of Sale, Parity Bonds may be issued as additional Bonds of the System, payable in whole or in part from Net Revenues

for System purposes including, but not limited to, financing the costs of improvements to the System and paying the costs incident to the issuance of such Parity Bonds.

The tests required in this Section 23.02 shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. Except as permitted herein and by Article XXIV and subject to the provisions of a Resolution of Sale, prior to the issuance of additional Parity Bonds, the City shall be current in making all deposits required by Article XVIII and the following test shall be satisfied:

- (a) the Net Revenues for the Historic Test Period shall have been sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirements of Outstanding Parity Bonds and the terms of either subparagraphs (b)(i) or (b)(ii) shall be satisfied; and
- (b)
 - (i) Using the fees and rates for use of the System on the date of computation, or assuming that any new schedule of fees and rates approved by the City during or after the Historic Test Period was in effect during the entire Historic Test Period, the Net Revenues which were or would have been received during that Historic Test Period shall have been sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirement on the Outstanding Parity Bonds and the Parity Bonds proposed to be issued; or
 - (ii) The projected Net Revenues for the Prospective Test Period shall be sufficient to pay an amount representing at least 130% of the maximum combined annual Debt Service Requirements on the Outstanding Parity Bonds and the Parity Bonds proposed to be issued. To determine if the annual Net Revenues are sufficient for the purposes of the preceding sentence, the Net Revenues projected for the applicable Prospective Test Period shall be determined by applying the rates for use of the System approved by the City at the time of computation to be in effect during the Prospective Test Period to the proposed number of connections to the System after giving effect to the purchase, expansion or improvement of the System.

In determining whether additional Parity Bonds may be issued pursuant to this Section 23.02, a written certificate or opinion of an Independent Accountant that states in substance that the Net Revenues are sufficient to pay the amount required shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional Parity Bonds. Notwithstanding the foregoing, if all Parity Bonds issued prior to the date hereof are no longer Outstanding, then such a certificate or opinion from an Authorized Officer will satisfy the foregoing requirement. Also, an opinion of a Consulting Engineer as to the estimated completion date of the Project to be financed by the proposed Parity Bonds and the estimated Net Revenues for the Prospective Test Period referred in subsection (b)(ii) above, shall be conclusively presumed to be accurate and the Independent Accountant or Authorized Officer, as the case may be, may conclusively rely upon the written opinion of the Consulting Engineer in making the determinations required by subsections (a), (b)(i) and (b)(ii) above.

Section 23.03 ***Superior Obligations Prohibited.*** As long as Parity Bonds are outstanding, the City shall not issue additional bonds having a lien on the Net Revenues prior and superior to the lien of Parity Bonds on Net Revenues.

Section 23.04 ***Subordinate Obligations Permitted.*** Nothing contained in this Ordinance shall be construed to prevent the City from issuing bonds or other obligations with no lien on Net Revenues or a lien on Net Revenues subordinate to the lien of the Parity Bonds on Net Revenues.

ARTICLE XXIV REFUNDING BONDS

The provisions of Article XXIII are subject to the following exceptions:

- (a) ***Privilege of Issuing Refunding Obligations.*** The City may refund bonds payable in whole or in part from Net Revenues, regardless of whether the priority of the lien on the Net Revenues for the payment of the refunding Bonds payable in whole or in part from Net Revenues, is changed (except as provided in Sections 23.03 and 23.04, and in subsections (b) and (c) of this Article).
- (b) ***Limitations Upon Issuance of Refunding Parity Bonds.*** No refunding bonds or other refunding obligations shall be issued as Parity Bonds unless:
 - (i) there is delivered a certificate of the Authorized Officer of the City showing that the combined Debt Service Requirements on all Outstanding Parity Bonds payable in whole or in part from Net Revenues for any Fiscal Year after the issuance of refunding Parity Bonds will not exceed the combined Debt Service Requirements on all Outstanding Parity Bonds payable in whole or in part from Net Revenues authorized prior to the issuance of such refunding Parity Bonds, and the City is in current compliance with the Rate Covenant, or
 - (ii) The refunding Parity Bonds are issued in compliance with Section 23.02.
- (c) ***Limitations Upon Issuance of Any Refunding Bonds.*** Any refunding bonds shall be issued with such details as the Governing Body may provide by appropriate proceedings but without impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Bonds to which the refunding was applicable.

ARTICLE XXV PROTECTIVE COVENANTS

Section 25.01 ***Use of Proceeds of the Bonds.*** The City covenants and agrees that it will promptly apply the proceeds of the Series Bonds, to the Project, and for the other purposes permitted by this Ordinance or a Resolution of Sale.

Section 25.02 ***Payment of the Bonds.*** The City covenants and agrees that it will promptly pay the Debt Service Requirements on the Bonds at the place, on the dates and in the manner specified in this Ordinance, a Resolution of Sale and Related Documents.

Section 25.03 ***Rate Covenant.***

- (a) Unless otherwise provided in a Resolution of Sale, the City covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of the Debt Service Requirements on all Outstanding Bonds of the System, including the Series Bonds, payable in whole or in part from Net Revenues as and when the same become due and payable, to maintain the funds and accounts established in this Ordinance or a Resolution of Sale, to provide for the payment of expenses of administration, Operation and Maintenance Expenses of the System which may be necessary to preserve the same in good repair and working order, including the necessary reserves therefore and all other payments necessary to meet ongoing legal obligations to be paid at that time; and
- (b) Unless otherwise provided in this Ordinance or a Resolution of Sale, the City further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Net Revenues shall at least equal the greater of (a) the Debt Service Requirements on all Outstanding Bonds of the System, including the Series Bonds payable in whole or in part from Net Revenues in such Fiscal Year and the deposits required by this Ordinance as such requirements may be supplemented and amended by a Resolution of Sale, to be made into the various funds of this Ordinance or Resolution of Sale in such year or (b) 130% of the Debt Service Requirements on all Outstanding bonds of the System, including the Series Bonds, payable in whole or in part from Net Revenues in such Fiscal Year.

Subject to the provisions of this Ordinance or a Resolution of Sale, failure by the City to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under this Ordinance or a Resolution of Sale, so long as the City, within 180 days, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the City into compliance with the Rate Covenant. Except as provided in a Resolution of Sale, the City is also required under this Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above and shall by resolution make a determination with respect thereto. If the City determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The City shall as promptly as practicable adopt and place in effect the schedule of

fees, rates and charges recommended or approved by the Consulting Engineer pursuant to this Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the City may establish a reduction in Operation and Maintenance Expenses for the System.

Section 25.04 ***Lien on Lands Serviced by System.*** State law grants the City a lien upon each lot or parcel of land for the charges imposed for water utility services supplied by the System to the owner of such lot or parcel (except as otherwise provided in NMSA 1978, Section 3-23-6 (2011)). At the appropriate time, the City will cause each lien to be perfected in accordance with the provisions of NMSA 1978, Section 3-23-6 (2011) and NMSA 1978, Sections 3-36-1 through -5 (2001, as amended). The City will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six months in the payment of charges imposed for the use of the System.

Section 25.05 ***Levy of Charges.*** The City will fix, establish and levy the rates and charges which are required by Section 25.03 at the time and in the manner specified in this Ordinance or a Resolution of Sale with respect to the Bonds. No reduction in any initial or existing rate schedule for the System may be made unless:

- (a) the City has fully complied with the provisions of Article XVIII for any 12 consecutive months out of the 16 calendar months immediately preceding the reduction of the rate schedule, and
- (b) the audit required by Section 25.09 or a separate certificate by an Independent Accountant for or relating to any 12 consecutive months out of the 16 calendar months immediately preceding any reduction discloses that the estimated Net Revenues resulting from the proposed reduced rate schedule would have been sufficient to meet the Rate Covenant during the applicable 12-month period.

Section 25.06 ***Efficient Operation.*** The City will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the service area.

Section 25.07 ***Records.*** So long as the Bonds remain Outstanding, proper books of record and account will be kept by the City, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to Section 6-14-10(E) NMSA 1978, records with regard to the ownership or pledge of the Bonds are not subject to inspection or copying.

Section 25.08 ***Right to Inspect.*** Owners, or their duly authorized agents, shall have the right to inspect at all reasonable times all reasonable and appropriate records, accounts and data relating to the System.

Section 25.09 ***Audits.*** Unless otherwise provided in a Resolution of Sale, within 210 days following the close of each Fiscal Year, the City will cause an audit of the books and accounts of the System to be made by an Independent Accountant. Each audit of the System shall include those matters determined to be proper by the Independent Accountant.

Section 25.10 ***Billing Procedure.*** Bills for water utility services or facilities, or any combination, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by City ordinance. If permitted by law, if a bill is not paid within the period of time required by City ordinance, water utility services shall be discontinued as required by City ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

Section 25.11 ***Charges and Liens Upon System.*** The City will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The City will not create or permit any lien or charge upon the System or the Gross Revenues except as permitted by this Ordinance or a Resolution of Sale, or it will make adequate provisions to satisfy and discharge within 60 days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the City shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse affect on Owners.

Section 25.12 ***Insurance.*** Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, and subject further to the provisions of a Resolution of Sale, the City will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance (as hereinafter defined) with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by municipalities which operate water and wastewater systems. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the City may have a material interest and of which the City may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the City determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, any remainder may be used to redeem the Bonds or be treated as Gross Revenues and used in the manner provided in Article XVII.

Section 25.13 ***[Reserved]***

Section 25.14 ***Alienating System.*** While the Bonds are Outstanding, except as provided in this Ordinance or Resolution of Sale, the City shall not sell, lease, mortgage, pledge or otherwise encumber, or in any manner dispose of, or otherwise alienate, any part of the System which in

not replaced by other property of at least equal value, or which ceases to be necessary for the efficient operation of the System. In the event of any sale of System property, the proceeds of such sale which are not used to purchase other System property shall be distributed as Gross Revenues.

Section 25.15 ***Extending Interest Payments.*** To prevent any accumulation of claims for interest after maturity, except as permitted by this Ordinance or a Resolution of Sale or Related Documents, the City will not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on the Bonds. If the time for payment of interest on the Bonds or any bond is extended contrary to the provisions of this Section, the installments of interest so extended shall not be entitled, in case of an event of default under this Ordinance and Resolution of Sale or Related Documents, to the benefit or security of this Ordinance or a Resolution of Sale or Related Documents until the prior payment in full of the principal and interest on the Bonds then Outstanding.

Section 25.16 ***Competent Management.*** The City shall employ experienced and competent personnel to manage the System.

Section 25.17 ***Performing Duties.*** The City will faithfully and punctually perform all duties with respect to the System required by State and City laws, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

Section 25.18 ***Other Liens.*** Other than as stated in or provided by this Ordinance or a Resolution of Sale or Official Statement, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues.

Section 25.19 ***City's Existence.*** The City will maintain its corporate identity and existence as long as the Bonds remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any Owner. However, the City may annex or de-annex land if the City complies with applicable state law and City ordinance requirements and applicable covenants contained in this Ordinance or a Resolution of Sale.

Section 25.20 ***Tax Compliance.***

- (a) The City may, in its discretion and upon the advice of Bond Counsel, issue the Bonds as either taxable bonds or bonds, the interest with respect to which is excludable from gross income for federal income tax purposes under Code Section 103(a) ("Tax-Exempt Bonds"). In the event that the Bonds are to be issued as Tax-Exempt Bonds, the City will comply with the provisions of this Section 25.20 and Article XXVI below with respect to such Bonds. The Series Bonds shall be issued as Tax-Exempt Bonds.
- (b) This Ordinance and a Resolution of Sale for the Bonds contains such covenants, agreements, representations, warranties and undertakings with respect to the purpose of the Bonds and the use, expenditure and investment of the "gross

proceeds," within the meaning of Code Section 148, of the Bonds as Bond Counsel shall determine.

- (c) The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148, or 149 of the Code or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code. Concurrently with the issuance and delivery of the Bonds, the City will execute a letter of instructions or similar document as may be provided by Bond Counsel ("Letter of Instructions"), which will set forth the basic parameters by which the City will undertake compliance with the Code provisions referred to above in this subsection (c).
- (d) The City further covenants (a) that it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowings, (ii) restrict the yield on investment property, (iii) make timely and adequate rebate payments or payments of alternative amounts in lieu of rebate to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner to the extent necessary to assure such exclusion of that interest under the Code.
- (e) Authorized Officers are hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City as the City is permitted or required to make or give under the federal income tax laws including, without limitation thereto, any of the elections provided for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting in the compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the Authorized Officer, and (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. In this regard, Authorized Officers charged with the responsibility of issuing the Bonds will make, execute and deliver certifications as to facts,

estimates and circumstances in existence as of the dates such Bonds are issued and stating whether there are any facts, estimates or circumstances that would materially change the City's current expectations with respect to the representations, warranties and covenants contained in this Section 25.20 or in this Ordinance or a Resolution of Sale or Letter of Instructions.

- (f) For purposes of Section 265(b)(3)(B) of the Code, the City may designate an issuance of Bonds as qualified tax-exempt obligations as provided by the Governing Body in a Resolution of Sale.

ARTICLE XXVI REBATE FUND

Based on the provisions of Article XXV, and provided the City complies with such provisions, a separate account of the Rebate Fund should not be required for the Series Bonds.

Notwithstanding the foregoing provision of this Article, if rebate payments are required, the Rebate Fund shall be established for the Series Bonds for compliance with Code Section 148(f) and Sections 1.148-0 through 1.148-11 and 1.150-4 and 1.150-2 of the federal income tax regulations issued thereunder or any successor provision applicable to tax-exempt Bonds (collectively, the "Arbitrage Regulations"). Notwithstanding any other provision in this Ordinance, amounts credited to the Rebate Fund shall be free and clear of any lien under this Ordinance and a Resolution of Sale, and shall be held only for the purposes stated in this Article.

The City shall make payments to the United States in such manner, at such times and in such amounts as required under the Arbitrage Regulations as provided in this Ordinance or a Resolution of Sale and the Letter of Instructions. The City shall keep such records of the computations made pursuant to this Article as are required under Section 148(f) of the Code and the Arbitrage Regulations and the Letter of Instructions.

The City need not make further payments to the Rebate Fund with respect to the Bonds to the extent it satisfies one of the exemptions from rebate set forth in the Arbitrage Regulations or the Letter of Instructions. Any amounts then on deposit in the Rebate Fund may be withdrawn and used as Gross Revenues.

ARTICLE XXVII EVENTS OF DEFAULT

Each of the following events is declared an "event of default" under this Ordinance:

- (a) Failure to pay the principal of the Bonds when due and payable, either at maturity or otherwise.
- (b) Failure to pay any installment of interest on the Bonds when due and payable.
- (c) Failure to pay the purchase price of any Bond when such purchase price shall be due and payable upon an optional or mandatory tender date as provided in the Bond.

- (d) For any reason, the City becomes incapable of fulfilling any material obligation under this Ordinance or a Resolution of Sale or a Related Document.
- (e) Default by the City in the due and punctual performance of its covenants, conditions, agreements and provisions contained in the Bonds, in this Ordinance or a Resolution of Sale or in any Related Documents and the continuance of such default (other than a default set forth in subsections (a),(b) and (c) for sixty (60) days after written notice specifying such default and requiring the same to be remedied has been given to the City by the Owners of 25% in principal amount of the Bonds then Outstanding.
- (f) The occurrence of any other event of default as is provided under this Ordinance or under a Resolution of Sale.

ARTICLE XXVIII REMEDIES UPON DEFAULT

Upon the happening and continuance of any of the events of default stated in Article XXVII, the Owners of not less than 66% in principal amount of the Bonds then Outstanding, including but not limited to any trustee or trustees therefor, may proceed against the City, the Governing Body and its agents, officers and employees to:

- (a) protect and enforce the rights of the Owners 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 this Ordinance or a Resolution of Sale or Related Document or for the enforcement of any proper legal or equitable remedy as those Owners may deem necessary or desirable to protect and enforce their rights;
- (b) to enjoin any act or thing which may be unlawful or in violation of any right of any Owner;
- (c) to require the Governing Body to act as if it were the trustee of an express trust; or
- (d) any combination of those remedies.

All proceedings shall be instituted and maintained for the equal benefit of all Owners of the Bonds then Outstanding, subject to the provisions of Article XVIII of this Ordinance, with respect to the use of Gross Revenues. The Owners by purchasing the Bonds consent to the appointment of a receiver to protect the rights of the Owners, provided the appointment of a receiver is subject to the discretion of the court having jurisdiction in the matter. The receiver may enter and take possession of and operate and maintain the System and shall prescribe rates, fees or charges and collect, receive and apply all Gross Revenues as required by this Ordinance and subject to the additional requirements as may be imposed under a Resolution of Sale. The failure of any Owner to exercise any right granted by this Article shall not relieve the City of any obligation to perform any duty. Each right or privilege of any Owner (or trustee or receiver therefor) is in addition and cumulative too any other right or privilege and the exercise of any

right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege of any Owner.

Notwithstanding any other provision in this Ordinance and subject to any additional requirements as may be imposed under a Resolution of Sale, no recourse shall be had for the payment of any Bond or other obligation arising from any Related Document or for any claim based on any other obligation, consent or agreement contained in this Ordinance, a Resolution of Sale or any Related Document against any past, present or future officer, employee or agent of the City or member of the Governing Body and all such liability of any such officers, employees, agents or member (as such) is released as a condition of and consideration for the adoption of this Ordinance, a Resolution of Sale, the execution of Related Documents and the issuance of Bonds.

ARTICLE XXIX DUTIES UPON DEFAULT

Upon the happening of any of the events of default listed in Article XXVII, the City will do and perform all proper acts on behalf of and for the Owners necessary to protect and preserve the security created for the payment of the Bonds and for the payment of the Debt Service Requirements on the Bonds promptly as the same become due. As long as any of the Bonds are Outstanding, all Gross Revenues shall be distributed and used for the purposes and with the priorities set forth in Article XVIII. If the City fails or refuses to proceed as provided in this Article, the Owners of not less than 66% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and enforce the rights of the Owners as provided in this Ordinance and a Resolution of Sale.

ARTICLE XXX DEFEASANCE

When all principal, interest and prior redemption premiums, if any, in connection with all or any part of the Bonds have been paid or provided for, the pledge and lien and all obligations under this Ordinance and a Resolution of Sale shall be discharged and those Bonds shall no longer be deemed to be outstanding within the meaning of this Ordinance and a Resolution of Sale.

Without limiting the preceding paragraph, there shall be deemed to be such payment when: (a) the Governing Body has caused to be placed in escrow and in trust with an escrow agent located within or without the State and exercising trust powers, an amount sufficient (including the known minimum yield from Government Obligations in which such amount may be initially invested) to pay all requirements of principal, interest and prior redemption premium, if any, on the Bonds to be defeased as the same become due to their final maturities or upon designated prior redemption dates, and (b) any Bonds to be redeemed prior to maturity shall have been duly called for redemption or irrevocable instructions to call such Bonds for redemption have been given to the Registrar or other appropriate Fiscal Agent. The escrow agent shall have received evidence satisfactory to it that the cash and Government Obligations delivered will be sufficient to provide for the payment of the Bonds to be defeased as stated above. Neither the Government Obligations nor money deposited with the escrow agent shall be withdrawn or used for any purpose other than as provided in the escrow agreement and the Government Obligations and

money shall be segregated and held in trust for the payment of the principal and interest on the Bonds with respect to which such deposit has been made. The Government Obligations shall become due prior to the respective times at which the proceeds are needed in accordance with a schedule established and agreed upon between the Governing Body and the escrow agent at the time of the creation of the escrow, or the Government Obligations shall be subject to redemption but only at the option of the holders or owners thereof to assure the availability of the proceeds as needed to meet the schedule.

If any Bonds are deemed to be paid and discharged pursuant to this Section, within 15 days after the date of defeasance, the City shall cause written notice to be given to each Owner of the Bonds deemed paid and discharged at the address shown on the Bond register for the Bonds on the date on which the Bonds are deemed paid and discharged. The notice shall state the numbers of the Bonds deemed paid and discharged (if less than all Bonds are deemed paid and discharged), describe the Government Obligations and specify any date or dates on which the Bonds defeased are to be called for redemption pursuant to notice of redemption given or irrevocable provisions made for that notice pursuant to this Section.

Notwithstanding the foregoing, any provision of this Ordinance and a Resolution of Sale which relate to indemnification and the payment of fees and expenses, the payment of the principal of and premium of the Bonds at maturity or on a prior redemption date, interest payment and dates thereof, exchange, registration of transfer and registration of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of the Bonds, non-presentment of the Bonds, the holding of money in trust, the obligations in this Ordinance and a Resolution of Sale regarding rebate, and the duties of the Registrar, Authenticating Agent and Paying Agent in connection with all of the foregoing shall remain in effect and binding upon the Owners, the Registrar, Authenticating Agent and Paying Agent notwithstanding the release and discharge of this Ordinance and a Resolution of Sale. The provisions of this Section shall survive the release, discharge and satisfaction of this Ordinance and a Resolution of Sale.

ARTICLE XXXI BONDS NOT PRESENTED WHEN DUE

If any Bonds are not duly presented for payment when due at maturity or on any prior redemption date, and if money sufficient for the payment of those Bonds is on deposit with the Paying Agent for those Bonds, and, in the case of Bonds to be redeemed, if notice of redemption has been given as provided in this Ordinance or Resolution of Sale or Related Document, all liability of the City to the Owners of those Bonds shall be discharged, those Bonds shall no longer be Outstanding and it shall be the duty of that Paying Agent to segregate and to hold such money in trust, without liability for interest thereon, for the benefit of the Owners of those Bonds.

ARTICLE XXXII DELEGATED POWERS

The officers of the City are authorized and directed to take all action from time to time which is necessary or appropriate to effectuate the provisions of this Ordinance and a Resolution of Sale, the Bonds or any Related Document including, without limitation, the delivery of a "deemed

final” certificate relating to the disclosure document for each series of Bonds, the publication of a summary of this Ordinance substantially in the form set out in Article XXXV, the publication of a summary of a Resolution of Sale, the distribution of materials related to the Bonds, the printing of the Bonds and the execution of Related Documents and certificates pertaining to the System, the Bonds, the delivery of and security for the Bonds, as may be reasonably required by the Purchaser, any Fiscal Agent, and the execution of such other certificates and documents necessary to preserve that the interest paid on the Bonds is excluded from gross income for federal income tax purposes. The officers of the City are authorized and directed to take all action from time to time which is desirable or necessary for the City with respect to arbitrage rebate requirements under Section 148(f) of the Code.

ARTICLE XXXIII AMENDMENT OF THE ORDINANCE OR RESOLUTION OF SALE

Section 33.01 *Limitations upon Amendments.* This Ordinance and a Resolution of Sale may be amended by ordinance of the Governing Body without the consent of Owners:

- (a) To cure any ambiguity, or to cure, correct or supplement any defect or inconsistent provision contained in this Ordinance or a Resolution of Sale;
- (b) To grant to the Owners any additional rights, remedies, powers or authority that may lawfully be granted to them;
- (c) If applicable, to obtain or maintain a rating on the Bonds from any rating agency which amendment, in the judgment of Bond Counsel, does not materially adversely affect the Owners of the Bonds;
- (d) To achieve compliance with federal securities or tax laws;
- (e) To make any other changes in this Ordinance or a Resolution of Sale in connection with the issuance of the Bonds or otherwise which, in the opinion of Bond Counsel, is not materially adverse to the Owners; and
- (f) To make any changes required by the rating agencies.

Section 33.02 *Additional Amendments.* Except as provided above, this Ordinance and Resolution of Sale may only be amended or supplemented by ordinance adopted by the Governing Body in accordance with the laws of the State, without receipt by the City of any additional consideration, but with the written consent of the Owners of a majority of the principal amount of each series of Bonds then Outstanding which are affected by the amendment or supplement (not including Bonds which are then owned by or for the account of the City); provided, however, that no such ordinances shall have the effect of permitting without the consent of all of the Owners of the affected Bonds:

- (a) An extension of the maturity of any Bond; or
- (b) A reduction in the principal amount of, purchase price or interest rate on any Bond; or

- (c) The creation of a lien on or a pledge of Net Revenues ranking prior to the lien or pledge of Parity Bonds on Net Revenues; or
- (d) A reduction of the principal amount of Bonds required for consent to such amendment or supplement.

Section 33.03 ***Proof of Instruments.*** The fact and date of the execution of any instrument under the provisions of this Article may be proved by the certificate of any officer in any jurisdiction who by the laws of the jurisdiction is authorized to take acknowledgments of deeds within that jurisdiction that the person signing the instrument acknowledged before him the execution of that instrument, or may be proved by an affidavit of a witness to the execution sworn to before such officer.

Section 33.04 ***Proof of Bonds.*** The principal amount of and numbers of Bonds owned by any person executing such instrument and the date of holding that instrument may be proved by a certificate executed by a bank or trust company showing that on the date mentioned that person had on deposit with the bank or trust company the Bonds described in the certificate.

ARTICLE XXXIV ORDINANCE IRREPEALABLE

After any of the Bonds are issued, this Ordinance shall be and remain irrepealable until the Debt Service Requirements on the Bonds are fully paid, canceled and discharged, as provided in this Ordinance, subject to the provisions of a Resolution of Sale or there has been defeasance of all Bonds as provided in this Ordinance and a Resolution of Sale.

ARTICLE XXXV NOTICE OF PRIOR REDEMPTION

Section 35.01 ***The Refunded Loan Obligations.*** The City has elected and does hereby declare its intent to exercise on behalf of and in the name of the City on a date to be determined by the City, at its option, as may be set forth in the this Ordinance and/or Resolution of Sale ("Redemption Date") to prior redeem any outstanding bonds or outstanding loans obligating at a redemption price equal to the principal amount of the amount to be redeemed (as of the Redemption Date), plus accrued interest to the Redemption Date. Promptly upon issuance of the Bonds and not less than forty-five (45) days prior to the Redemption Date, the City shall mail such notice of prepayment and redemption by first-class mail (return receipt requested) to the NMFA. Such notice may be in substantially the form attached as an exhibit to a Resolution of Sale.

Section 35.02 ***Contingency.*** The provisions of this Article XXXV are specifically subject to the further approval of the refunding of the Refunded Loan Obligations in a Resolution of Sale.

ARTICLE XXXVI EFFECTIVE DATE AND GENERAL SUMMARY FOR PUBLICATION

Upon due adoption of this Ordinance, it shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk or a Deputy City Clerk, and the seal

of the City impressed thereon, and the title and a general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect five (5) days after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA, 1978, as amended, the title and a general summary of the subject matter contained in the Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF LAS VEGAS, NEW MEXICO

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in an ordinance (the " Ordinance"), duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on November 19, 2012. Complete copies of this Ordinance are available for public inspection during the normal and regular business hours of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico, 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE

ORDINANCE NO. 14-10
(repealing and replacing Ordinance No. 12-16)

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAS VEGAS, NEW MEXICO WATER UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWENTY MILLION AND 00/100 DOLLARS (\$20,000,000.00) FOR THE PURPOSE OF DEFRAYING THE COST OF PAYING, REFINANCING AND DISCHARGING LOAN AGREEMENTS BETWEEN THE CITY AND THE NEW MEXICO FINANCE AUTHORITY AND FOR THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance.

This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Summary of Ordinance for Publication)

**ARTICLE XXXVII
GOVERNING LAW**

All rights and obligations of the parties with respect to the Bonds and this Ordinance and a Resolution of Sale shall be construed, enforced, and interpreted according to the laws of the State. Venue with regard to any action relating to the Bonds or this Ordinance shall be in federal or state district court in the State.

**ARTICLE XXXVIII
SEVERABILITY CLAUSE**

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

**ARTICLE XXXIX
REPEALER CLAUSE**

All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Ordinance, subject to the provisions of a Resolution of Sale, are 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, previously repealed.

**ARTICLE XL
INTERESTED PARTIES**

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Registrar, the Paying Agent, the Purchaser and the owners of the Bonds, any right, remedy, or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof.

**ARTICLE XLI
LIMITATION OF CITY'S LIABILITY**

Notwithstanding any provision of this Ordinance to the contrary, the obligations of the City under this Ordinance are special limited obligations of the City payable solely from the Pledged Revenues. Neither the faith and credit, nor the taxing power of the State of New Mexico or any of its political subdivisions, including the City, is pledged to the payment or performance of such

obligations. No agreements or provisions contained in this Ordinance, the provisions of a Resolution of Sale, or any other document or instrument related to the Bonds shall give rise to any pecuniary liability of the City, its officers, its employees or members of its Council or constitute a charge against the City's general credit, or obligate the City financially in any way, except with respect to the Pledged Revenues, and their application as provided in this Ordinance and a Resolution of Sale. No failure of the City to comply with any terms, covenants, or agreements in this Ordinance or any other document or instrument related to the Bonds shall subject the City, its officers, its employees or members of its Council to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Pledged Revenues.

PASSED, APPROVED, AND ADOPTED THIS 18th DAY OF February, 2015.

CITY OF LAS VEGAS, NEW MEXICO

Mayor Alfonso E. Ortiz, Jr.

[SEAL]

ATTEST:

Casandra Fresquez, City Clerk

Councilor _____ moved for the adoption of the foregoing City Ordinance No. 14-10, and the motion was duly seconded by Councilor _____.

The motion to adopt said ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ Councilors having voted in favor of said motion, _____ declared said motion carried by a vote of at least three-quarters (3/4) of the full membership, and said ordinance adopted, whereupon the Mayor and City Clerk signed the ordinance upon the records of the minutes of the Council.

After consideration of the matters not relating to the ordinance, the meeting on motion duly made, seconded and unanimously carried, was adjourned.

Dated this 18th day of February, 2015.

Mayor Alfonso E. Ortiz, Jr.

[SEAL]

ATTEST:

Casandra Fresquez, City Clerk

STATE OF NEW MEXICO)
COUNTY OF SAN MIGUEL) ss.
CITY OF LAS VEGAS)

I, Casandra Fresquez, the duly qualified, and acting City Clerk of Las Vegas, New Mexico (the "City"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of Las Vegas, New Mexico (the "Council"), constituting the Governing Body of the City, had and taken at a duly called, open meeting held in the Council Room in Council Chambers at 1700 North Grand Avenue, Las Vegas, New Mexico, 87701, on February 18th, 2015, at the hour of 6:00 p.m. insofar as the same relate to the proposed bond issue, a copy of which is set forth in the official records of the proceedings of the City kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given by publishing the notice in a newspaper in general circulation within the City. Such notice constitutes compliance with one of the permitted methods of giving notice of special meetings of the Council as required by the open meetings standards presently in effect, i.e., City Resolution No. 14-10.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of February, 2015.

Casandra Fresquez, City Clerk

[SEAL]

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/23/2015 DEPT: FINANCE MEETING DATE: 02/18/2015

ITEM/TOPIC: RESOLUTION 15-08

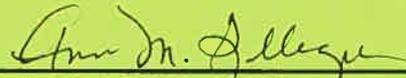
ACTION REQUESTED OF COUNCIL: APPROVAL OF RESOLUTION 15-08

BACKGROUND/RATIONALE: THE CITY OF LAS VEGAS IS IN NEED OF INCREASING OR DECREASING THE FY2015 BUDGETED REVENUES OR EXPENDITURES, TRANSFERS TO OR TRANSFERS FROM WITHIN VARIOUS FUNDS.

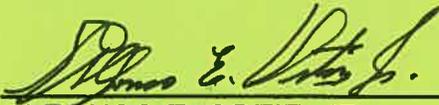
STAFF RECOMMENDATION: APPROVAL

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 15-08

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 excess funds for the purposes of closing dormant funds; and to provide for additional grant funding for purposes as identified, 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 FEBRUARY, 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

ENTITY NAME: City of Las Vegas
FISCAL YEAR: 2014-2015
DFA Resolution Number: 15-08

For Local Government Division use only:

1 OF

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
15 - 08						
299	(291) STIMULUS MILLS	TRANSFER TO	0	46,062	46,062	TO TRANSFER CASH AND COVER EXPEND IN GENERAL FUND
101	(101) GENERAL FUND	TRANSFER FROM	(168,000)	(46,062)	(214,062)	TO TRANSFER CASH AND COVER EXPEND IN GENERAL FUND
299	(259) YCC	TRANSFER TO	0	81,773	81,773	TO TRANSFER CASH AND COVER IN-KIND SERV IN GEN FUND
299	(259) YCC	TRANSFER TO	0	8,134	8,134	TO TRANSFER CASH AND COVER IN-KIND SERV IN SOLID WASTE
101	(101) GENERAL FUND	TRANSFER FROM	(214,062)	(81,773)	(295,835)	TO TRANSFER CASH AND COVER IN-KIND SERV IN GEN FUND
500	(630) SOLID WASTE	TRANSFER FROM	0	(8,134)	(8,134)	TO TRANSFER CASH AND COVER IN-KIND SERV IN SOLID WASTE
300	(465) DOWNTOWN REV	TRANSFER TO	0	7,872	7,872	MATCHING FUNDS FROM GEN FUND REVERTED
101	(101) GENERAL FUND	TRANSFER FROM	(295,835)	(7,872)	(303,707)	MATCHING FUNDS FROM GEN FUND REVERTED
300	(466) AM DIS.ACT	TRANSFER TO	0	16,223	16,223	MATCHING FUNDS FROM GEN FUND REVERTED
101	(101) GENERAL FUND	TRANSFER FROM	(303,707)	(16,223)	(319,930)	MATCHING FUNDS FROM GEN FUND REVERTED
500	(652) HOUSING	REVENUE	(992,900)	(30,000)	(1,022,900)	INCREASE OPERATING SUBSIDY
500	(652) HOUSING	EXPENDITURE	1,055,909	30,000	1,085,909	INCREASE FOR MAINTENANCE OF BLDING & GRDS
500	(658) HOMEOWNERSHIP	TRANSFER TO	0	200,000	200,000	TO TRANSFER FROM HOMEOWNERSHIP TO OPERATING SUBSIDY
500	(652) HOUSING	TRANSFER FR	(63,009)	(200,000)	(263,009)	TO TRANSFER FROM HOMEOWNERSHIP TO OPERATING SUBSIDY
500	(652) HOUSING	EXPENDITURE	1,085,909	200,000	1,285,909	BETTERMENTS AND ADDITIONS
500	(613) WASTE WTR CONS	REVENUE	(841,239)	(674,000)	(1,515,239)	GRANT AWARD-NMEX ENVIRONMENT DEPT #CWSRF 016
				1,055,930		

ATTEST: _____
City Clerk (Date)

Mayor (Date)

**CITY COUNCIL
RECORD PROPER**

APPLICANT/PETITIONER **Fernando Roybal**

LOCATION **316-½ Chavez Street**

HEARING DATE **February 18, 2015**

ACTION REQUESTED

Adoption of Ordinance #15-01, amending the Official Zoning map from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) for a property located at 316-½ Chavez Street.

BACKGROUND

Mr. Roybal is requesting a Zone Change from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) for the purpose of placing a single wide mobile home on the property. Under the current zoning of a C-3, it is not a permitted use. Currently Mr. Roybal's mother resides in the front portion of the property and he would like to assist her in anything she might need help with as she is becoming older and needs assistance. The property located at 316-½ Chavez Street 50x100, which meets the zoning requirements for an R-3 Zone.

EXHIBITS

Exhibit No. **Description**
Document **(Document names, type, date, number of pages)**

1	Agenda Request, 1 page
2	Ordinance No. 15-01, w pages
3	Findings of Fact, 2 pages
4	Zone Change Application, 1 page
5	Letter of Intent, 1 page
6	Notice of Meeting to Applicant, 1 page
7	Sketch of Property, 1 page

8	Warranty Deed, 1 page 100-foot notice list of property owners given notice, County Assessor's map and Vicinity map, 5 pages
9	Agenda Staff Report, 3 pages
10	Memo to City Attorney, 1 page

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 15-01**

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM A C-3 (GENERAL COMMERCIAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR PROPERTY LOCATED AT 316-½ CHAVEZ STREET AS REQUESTED BY FERNANDO ROYBAL (APPLICANT/OWNER).

WHEREAS, Fernando Roybal has applied for an amendment to the official zoning map for property located at 316-½ Chavez Street, pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on January 26, 2015 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the property located at 316-½ Chavez Street from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone), and on January 26, 2015 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on February 18, 2015, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property located at 316-½ Chavez Street from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows:

The Easterly 100 feet of Lot 4, Block 73, Town of Las Vegas.

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

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

**PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____,
2015.**

ATTEST:

Casandra Fresquez, City Clerk

Alfonso E. Ortiz, Jr., Mayor

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

Dave Romero, City Attorney

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION

On January 26, 2015, the Las Vegas Planning and Zoning Commission considered an application submitted by Mr. Fernando Roybal (Applicant/Owner) for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning of the Easterly 100 feet of Lot 4, Block 73, Town of Las Vegas for property located at 316-½ Chavez Street, Las Vegas, New Mexico. The Commission having been presented with the record testimony hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

NOTICE

Notice for the Public Hearing before the Planning and Zoning Commission was published in the Las Vegas Optic on January 5, 2015, faxed to area media on December 17, 2014, mailed via certified mail on January 13, 2015 to property owners within 100 feet, and notice was posted on the external boundaries of the property on January 20, 2015.

APPLICATION

The applicant/owner, Fernando Roybal has submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning of the easterly 100 feet of Lot 4, Block 73, Town of Las Vegas, for property located at 316-½ Chavez Street from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone). The re-zone would allow for the described property to be utilized as a residential property instead of commercial use.

LAND HISTORY

The property is currently vacant. All city utilities are available for this property. There are similar dwellings within the proximity of the subject site.

TESTIMONY

Mr. Roybal has stated in his application that he wants to place a Mobile Home on the property, so that he can take care of his mother, who resides on the front portion of the property.

COMMISSION'S RECOMMENDATION

Based upon the Findings of Fact, the Commission made the following recommendation:

1. Motion was made to recommend approval of the amendment to the Zoning Map.

CONCLUSION OF LAW AND DECISION

Based upon the above findings of fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to Section 450-104 of the Las Vegas Zoning Ordinance, Chapter 450 was provided.
2. The Zoning Map amendment is in accordance with the Las Vegas Comprehensive Plan.
3. The Commission recommends to the City Council that the proposed Zone Change amendment be approved for the easterly 100 feet of Lot 4, Block 73, Town of Las Vegas, for property located at 316-½ Chavez Street.

Signed this ____ day of January, 2015

Dwight Torrez, Planning & Zoning Chairperson

CITY OF LAS VEGAS ZONE CHANGE APPLICATION

Name of applicant(s): FERNAUDO ROYBAL

Mailing Address of applicant: 316 CHAVEZ ST LAS VEGAS, NM 87701

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

Home phone #: SAME AS CELL work #: 454-3609 cell# 429-2895

Address of property to be rezoned: 316 1/2 CHAVEZ ST LAS VEGAS NM 87701
If an address does not exist for this property, staff can assist you with assignment of an address.

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

Why do you want to rezone your property? Will be placing mobile home on property to be close to my mother so I could help her with chores around her home which is located in front half of property/lot.

[Signature]
Signature of applicant

Date 1-2-15

Signature of owner
(If different from applicant)

Date _____

This area to be filled in by staff

1. DB 239 page 4511 of recorded deed Rec. 10/09/03 (87' x 50')
Doc # 201404039 Rec. 12/31/14 (13' x 50')

2. Present zone classification? C-3 - General Commercial
Zone

3. What will the zone classification be after the zone change?
R-3 (Mixed Residential Zone)

Date fee was paid? 01/02/15 receipt # 212366

Amount paid? \$100.00

Please provide applicant with copy of this application

EXHIBIT

RECEIVED

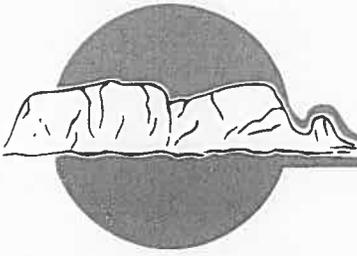
JAN 02 2015

1-2-15

TO Whom it My Concern,

I AM APPLYING FOR A ZONE CHANGE ON MY PROPERTY,
316 1/2 CHAVEZ ST LAS VEGAS NM 87701, ~~TO~~ FROM A
C3 TO A R3 TO PLACE A MOBILE HOME. I WILL BE
WANTING TO PLACE THE MOBILE HOME SO I COULD LIVE
CLOSE TO MY MOTHER WHOM LIVES IN THE HOME ON
THE FRONT PORTION OF THE LOT SO I COULD BE ABLE
TO HELP HER WITH ANYTHING SHE MAY NEED HELP WITH
AS SHE IS BECOMING OLDER AND HAS A REALLY BAD BACK.





EXHIBIT

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

Januaury2 7, 2015

Fernando Roybal
316-1/2 Chavez Street
Las Vegas, NM 87701

Dear Mr. Roybal,

This letter is to give you formal notice that on January 26, 2015, the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment to the Official Zoning Map to re-zone the property located at 316-1/2 Chavez Street from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) on January 26, 2015 adopted a motion recommending approval of the proposed amendment.

This matter will now go before the Governing Body of the City of Las Vegas on Febuaury 18, 2015 at 6:00 pm at City Hall located at 1700 N. Grand Avenue, for approval of the requested amendment.

Staff will initially present this item to the Council; at the end of the staff presentation, the item will be open for discussion. In any case dealing with property issues, all persons and witnesses who wish to speak for or against the issue will be sworn in.

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

If you have any questions, please feel free to contact me at (505) 426-3275.

Sincerely,

Benito A. Lujan
Zoning/Licensing Supervisor

XC: Maria Perea, CADD Technician
File

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

WARRANTY DEED

#9311

John Leroy Lucero
to Fernando Felipe Roybal
whose address is 316 Chavez Street Las Vegas, N. Mex. 87701
the following described real estate in San Miguel County, New Mexico:

The East one-half (E1/2) of Lot 4 in Block 73 of the Town of Las Vegas now city of Las Vegas.

Being a portion of real estate described in Warrant Deed recorded in Book 166, Page 265, Records of the Clerk, San Miguel County, New Mexico.

with warranty covenants.

WITNESS hand and seal this 9th day of October, 2003

(Seal) X JOHN Leroy Lucero (Seal)
John Roybal (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO
COUNTY OF San Miguel ss.

The foregoing instrument was acknowledged before me this 9th day of October, 2003 by John Leroy Lucero

My commission expires: (Seal) 1-31-05

(Signature) Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this day of 19

by (name of officer) (title of officer)

of (name of corporation) (state of incorporation)

corporations, on behalf of the corporation.

My commission expires: (Seal)

Notary Public

COUNTY OF SAN MIGUEL
PAUL MAEZ
COUNTY CLERK
FILED FOR RECORD ON:
DATE: 10-9-03
TIME: 2:05 PM
BOOK: 239 OF 200 PG 45H
DEPUTY A. Valde
WITNESS MY HAND AND SEAL

APPLICATION FOR ZONE CHANGE - - An Application for a Zone Change from C-3 (General Commercial Zone) to R-3 (Mixed Residential Zone) for the purpose of placing a Mobile Home on property located at 316-½ Chavez Street, Las Vegas, NM 87701

APPLICANT(S): Fernando Roybal
316 Chavez Street
Las Vegas, NM 87701

1-095-092-051-021 - - Easterly 100 feet of Lot 4, Block 73, Town of Las Vegas
Warranty Deed recorded on October 9, 2003, DB 239, Page 4514.
Correction Warranty Deed, recorded on December 31, 2014, Inst. # 201404039

OWNER(S): Fernando Roybal
316 Chavez Street
Las Vegas, NM 87701

- | | | | |
|----|--|-----|---|
| 1. | 1-095-092-022-018 <i>Rdnd - 1/20/15</i>
Wilfred A. Sandoval
P. O. Box 15
Ojo Caliente, NM 87524 | 2. | 1-095-091-027-008
Eloy & Eva Roybal
726 W. Bellview Ave. #J-104
Englewood, CO 80110 |
| 3. | 1-095-091-032-009 <i>1-20-15 mdp Rcd.</i>
Benny & Florentina Ortega
317 Chavez Street
Las Vegas, NM 87701 | 4. | 1-095-092-031-003
Carmen Hoogerhuis
309-½ Chavez Street
Las Vegas, NM 87701 |
| 5. | 1-095-092-031-002
Andrew Valdez
309 Chavez Street
Las Vegas, NM 87701 | 6. | 1-095-092-045-032 <i>1/20/15 mdp Rcd.</i>
Michael John Roybal, Sr.
328 Chavez Street
Las Vegas, NM 87701 |
| 7. | 1-095-092-048-025 <i>1-16-15 mdp Rcd.</i>
Cruz & Theresa Roybal
322 Chavez Street
Las Vegas, NM 87701 | 8. | 1-095-092-051-020 <i>1-20-15 mdp Rcd.</i>
Cecilia Salas Roybal
316 Chavez Street
Las Vegas, NM 87701 |
| 9. | 1-095-092-053-016 <i>1-20-15 mdp Rcd.</i>
Roy M. Roybal
312 Chavez Street
Las Vegas, NM 87701 | 10. | 1-095-092-057-017
Roy M. Roybal
312 Chavez Street
Las Vegas, NM 87701 |

APPLICATION FOR ZONE CHANGE - - An Application for a Zone Change from C-3 (General Commercial Zone) to R-3 (Mixed Residential Zone) for the purpose of placing a Mobile Home on property located at 316-½ Chavez Street, Las Vegas, NM 87701

Fernando Roybal

Page 2

- | | |
|--|---|
| <p>11. 1-095-092-058-006
Ernesto Pena
6716 Kelly, NE
Albuquerque, NM 87109</p> | <p>12. 1-095-092-060-041 <i>1-16-15 mdp Rcd.</i>
Mary Maestas
331 South Pacific Street
Las Vegas, NM 87701</p> |
| <p>13. 1-095-092-063-036
Anita C. Barela, Pablita R. Barela
& Matilda Roybal-Barela
325 South Pacific Street
Las Vegas, NM 87701</p> | <p>14. 1-095-092-065-029 <i>1-16-15 mdp Rcd.</i>
Alvin & Charlene A. Jiron
323 South Pacific Street
Las Vegas, NM 87701</p> |
| <p>15. 1-095-092-071-016
Ernesto Pena
6716 Kelly, NE
Albuquerque, NM 87109</p> | <p>16. 1-095-092-086-026 <i>1-16-15 mdp Rcd.</i>
Charlie Jr. & Diana Urioste
821 New Mexico Avenue
Las Vegas, NM 87701</p> |

ONLY ONE (1) LETTER SENT - - Both properties belong to Roy M. Roybal.

ONLY ONE (1) LETTER SENT - - Both properties belong to Ernesto Pena.

Above list was compiled on January 5, 2015 as per September 29, 2009 Map/Parcel Information provided by the San Miguel County Assessor's Office. List was verified at the San Miguel County Assessor's Office against actual property cards and 2015 information on January 9, 2015 at approximately 9:15am and are current for 2015. List was completed and verified by Maria D. Perea, CADD Technician for Community Development Department.

ASSESSMENT FOR 05/15/08

2103

MAP: 1-095-092-051-021-

FOLDER: 58

2008

SEC: 26 TWN: 16 RNG: 16

SUB: TOWN OF LAS VEGAS

LOT/TRK: BLK: 73 UNIT:

LOC: 316 1/2 CHAVEZ STREET

TAXABLE VALUE	NON	RES
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CODE DESC	QUANTITY	FULL VALUE
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LAND		3384
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27 HOME ON LOT	.10	10153 FORM: LUCERO JOHN LEROY
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TOTAL	0	3384
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TOTAL:		10153 DATE:10/09/03 DEED:239/4511
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NET ASES	0	3384
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E2 OF LOT 4 BLK 73 T OF LV

029820 1-IN

ROYBAL FERNANDO FELIPE

316 CHAVEZ STREET

LAS VEGAS, NM 87701-



The Board of Adjustment and Planning & Zoning Commission will hold a **PUBLIC HEARING** on Monday, January 26, 2015 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **ZONE CHANGE** from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone) for property located at 316-1/2 Chavez Street, Las Vegas, NM. Owner is proposing to place a mobile home on the property and living in it. Application submitted by Fernando Roybal (Applicant/Owner). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE**. You may appear at the hearing to enter your testimony in favor or in opposition to this request or you may forward written statements, which shall be entered into the record. Please forward all statements to the Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701. The applicant aggrieved by the decision of the Board of Adjustment and Planning & Zoning Commission, may file a written notice of appeal.

If you require further information, please contact Benito Lujan, Zoning/Licensing Supervisor at (505) 454-1401, extension 3275.

CITY OF LAS VEGAS

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

'NOT TO SCALE'



**CITY OF LAS VEGAS
CITY COUNCIL**

**AGENDA STAFF REPORT
FOR
FEBRUARY 18, 2015 - Hearing**

APPLICATION / REQUEST

<p>TYPE OF APPLICATION: An Amendment to the Official Zoning Map for a Zone Change from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone).</p>
<p>APPLICANT/ OWNER: Fernando Felipe Roybal 316 Chavez Street Las Vegas, NM 87701</p>
<p>INTENDED LAND USE Petition to re-zone the easterly 100 feet of Lot 4, Block 73, Town of Las Vegas, located at 316-½ Chavez Street, from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone). The applicant proposes to place a mobile home on the property and want to utilize as the primary residence. The property is presently a C-3 (General Commercial Zone), and because owner is planning on residing there and intending to utilize property as his primary residence, it is required that the property be re-zoned to an R-3 (Mixed Residential Zone).</p>

SITE INFORMATION

LOCATION	A tract of land within the Town of Las Vegas, known as the easterly 100 feet of Lot 4, Block 73, within City Limits and located at 316-½ Chavez Street.
SITE ACREAGE	The property contains one (1) lot, 50' frontage x 100' depth, totaling 5,000 square feet (0.115 ± acres) and described as the easterly 100 feet of Lot 4, Block 73, Town of Las Vegas. The property is presently zoned as C-3 (General Commercial Zone).
CURRENT ZONING CLASSIFICATION	C-3 (General Commercial Zone)
CURRENT LAND USE	Currently Vacant
SAN MIGUEL COUNTY TAX PARCEL IDENTIFICATION NO.	Tax Map Number 1-095-092-051-021 School District 1-IN
TOWNSHIP & RANGE	Township 16n, Range 16e, Section 26 (Projected)

ADJACENT PROPERTY OWNERS

NORTH	C-3 - General Commercial and R-3 - Mixed Residential Zone
EAST	C-3 - General Commercial, but utilized as residential
SOUTH	C-3 - General Commercial and R-3 -Mixed Residential Zone
WEST	R-3 - Mixed Residential Zone

COMMENTS PROVIDED BY CITY UTILITY DEPARTMENTS AND OTHERS

WATER	Available to area by City
SEWER	Available to area by City
GAS	Available to area by City
SOLID WASTE	Available to area by City
Electric-(PNM) Cable-(Comcast) Telephone - (Cyber Link)	Available to area
FIRE DEPT.	The nearest Fire Department is located on New Mexico Avenue & Valencia Street, approximately 1.30 miles from subject property.

CHAPTER 450 ZONING ORDINANCE PLAN REGULATIONS

LAND USE DESIGNATION	Section 450-2. Purpose: The official zoning plan for the City of Las Vegas was established and adopted to serve the public health, safety and general welfare of the community and to provide the economic and social advantage resulting from an orderly, planned use of resources. The General Commercial Zone, Section 450-126, Purpose: This zone is intended to provide for those retail businesses and services which require a location other than the Central Business District, being either highway-oriented or requiring larger tracts of land not normally available in the Central Business District.
PROPOSED LAND USE DESIGNATION	R-3 - Mixed Residential Zone, Section 450-123, Purpose: This zone is intended to provide for the development of single-family homes, duplexes, and mobile homes where all public utilities are immediately available or can be readily obtained.
ZONE CHANGE DEFINITION	An amendment to the Official Zoning Map to allow for land uses consistent within a specific area.

COMPREHENSIVE MASTER PLAN ELEMENTS

LAND USE PLAN GOALS OBJECTIVES & POLICIES	<p>The following goals and objectives of the City of Las Vegas Comprehensive Plan are relevant to this request:</p> <p>Goals, Objectives and Policies: # D 1. a: Encourages adding housing stock in locations that are near to or served by existing utilities, community facilities and community services.</p>
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TRANSPORTATION INFORMATION

ADJACENT STREETS	NAME	CLASSIFICATION
South	Sabino Street	Public Thoroughfare
East	South Pacific Street	Public Thoroughfare
North	Pinon Street	Public Thoroughfare
West	Chavez Street	Public Thoroughfare

PUBLIC NOTICE AND AGENCY REVIEW

APPLICATION FILING DATE	January 2, 2015
DEVELOPMENT REVIEW TEAM REQUEST FOR COMMENTS	None submitted
PUBLICATION NOTICE OF P&Z MEETING	Published in the Las Vegas Optic on January 5, 2015 (for January 26, 2015 Meeting)
PUBLIC NOTICE MAILING LIST	Mailed on January 13, 2015 via certified mail to adjacent property owners, giving notice of meeting to be held on January 26, 2015.
PUBLIC NOTICE SIGN	Posted on January 20, 2015