



# CITY OF LAS VEGAS

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

**ALFONSO E. ORTIZ, JR.**

Mayor

**CITY OF LAS VEGAS  
WORK SESSION CITY COUNCIL AGENDA  
May 13, 2015–Wednesday– 4:00 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. **MAYOR’S APPOINTMENTS/REPORTS**
- VII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
- VIII. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- IX. **CITY MANAGER’S INFORMATIONAL REPORT**
- X. **PRESENTATIONS (Not to exceed 10 minutes per person)**
  - Presentation on Tax Increment Funds (TIF) by Charlie Deans, Program Associate with New Mexico MainStreet in Urban Design.
- XI. **BUDGET PRESENTATION/DISCUSSION**
  - Presentation by City Manager and Finance Director on Preliminary Fiscal Year 2016 Budget, with presentations by Departments.

## **XII. DISCUSSION ITEMS**

1. Resolution #15-20 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. Resolution #15-21 in support of the transfer of the Las Vegas Arts & Culture district Designation from MainStreet de Las Vegas to the Las Vegas Arts Council.

***Lindsey Valdez, Community Development Director*** The Board of Directors of MainStreet de Las Vegas met on February 8, 2015 and unanimously voted to pursue the transfer of the Arts & Culture Designation to the Las Vegas Arts Council and on March 13, 2015, the Las Vegas Arts Council voted unanimously to accept the transfer of the Arts & Culture District Designation.

3. Grant application for Bullet Proof Vest Fund.

***Juan Montano, Police Chief*** Application for funds to purchase bullet proof vests for officer safety.

4. Recommending approval for out of state travel for six (6) 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 requests permission to send 6 officers to a High Risk Warrant course in Norman, Oklahoma with funding provided through the 2014 Region IV Justice Assistance Grant.

5. Recommendation to award East Water Line Loop Segment (A) Jack & Bore lot to the low bidder, Hays Plumbing & Heating.

***Ken Garcia, Utilities Director*** The purpose of this water line project is to improve water connectivity throughout the City and to bring the east side of Las Vegas on to the City water system. This bid pertains to Segment (A) of the East Water Line Loop project which proposed to install a 12" PVC pipeline that requires installation of pipe along and beneath NM Highway 520 and the BSNA Railroad tracks utilizing horizontal boring technologies.

6. Resolution No. 15-19 Taylor Well Field Expansion Phase II Water Trust Board Funding.

***Ken Garcia, Utilities Director*** The City received funding from the Water Trust Board for the Taylor Well Field Expansion Phase II. The project includes a new water storage tank at the Taylor Well No. 4 site, new booster pump station and yard piping at the Valencia and Camp Luna tank sites.

7. Tapping into the East Loop Water Line and provide a line extension to serve Zeamway and the Cunico line. Request will be for authorization to allow the Utilities Department to install a City Line Extension and taps to serve Zeamway, Cunico, Sangre de Cristo, and other existing customers, currently receiving city water. The proposed hook-ups would be done after review of each customer's circumstance. All costs associated with these improvements will be assessed to the individual customers based on a payment plan.

***Ken Garcia, Utilities Director*** The Cunico and Geno Maes water taps have not been properly maintained causing an inability to provide basic water service to the residents in the area. City staff will evaluate each of the connections made to the private service lines on a case by case basis to ensure that the customers are provided service off of the requested line extension through a method that is consistent with City resolutions and ordinances. The line extension and taps will be funded solely by the property owners.

### **XIII. 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.**

### **XIV. 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

## Work Session

### CITY COUNCIL MEETING AGENDA REQUEST

DATE: 3/24/15

DEPT: Community Development

MEETING DATE: 4/13/15

**DISCUSSION ITEM/TOPIC:**

Presentation on Tax Increment Funds (TIF) by Charlie Deans, Program Associate with New Mexico MainStreet in Urban Design.

**BACKGROUND/RATIONALE:**

Mr. Dean's will revisit the TIF that was approved by Council in 2010 during the adoption of the City's Downtown Action Plan.

**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

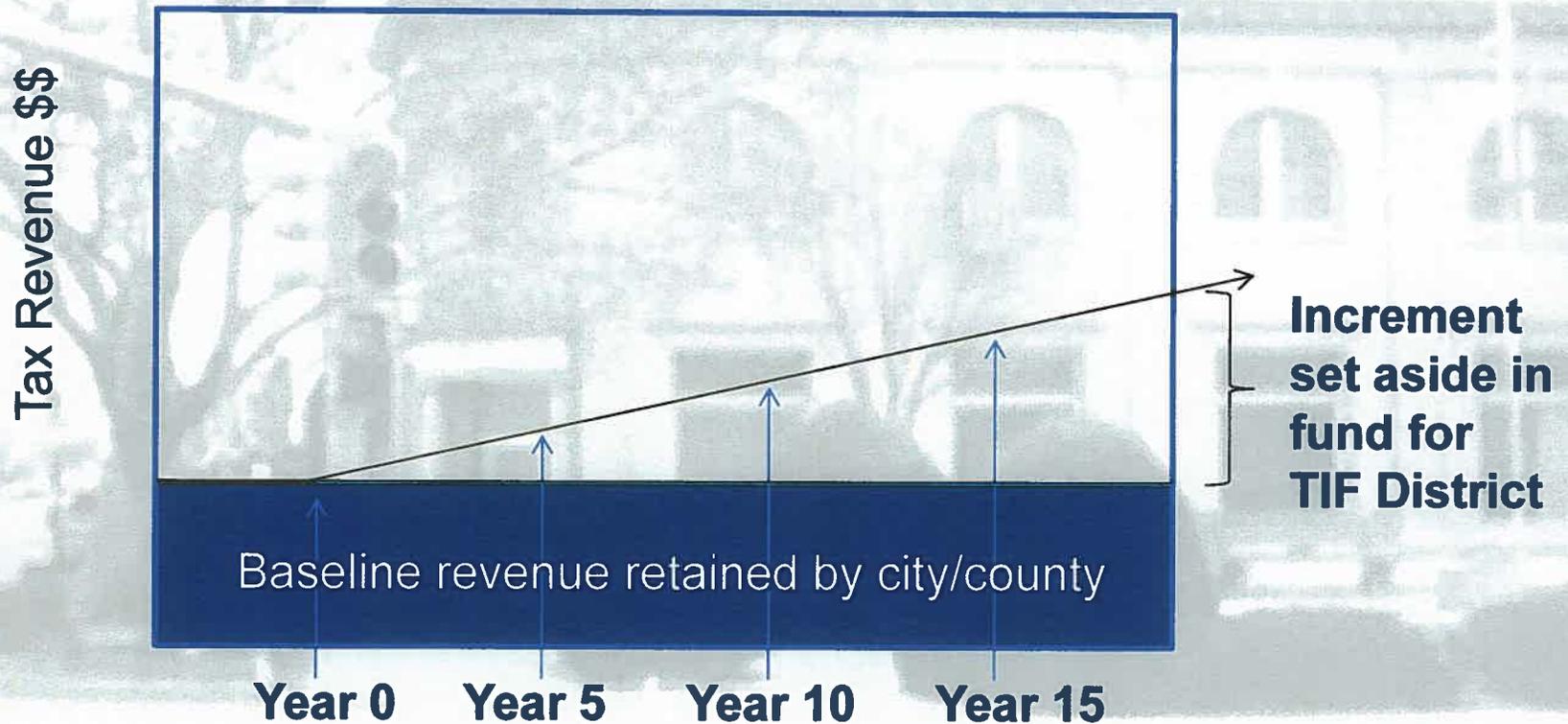
\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

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

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

# Tax Increment Financing Districts

## How TIF works...

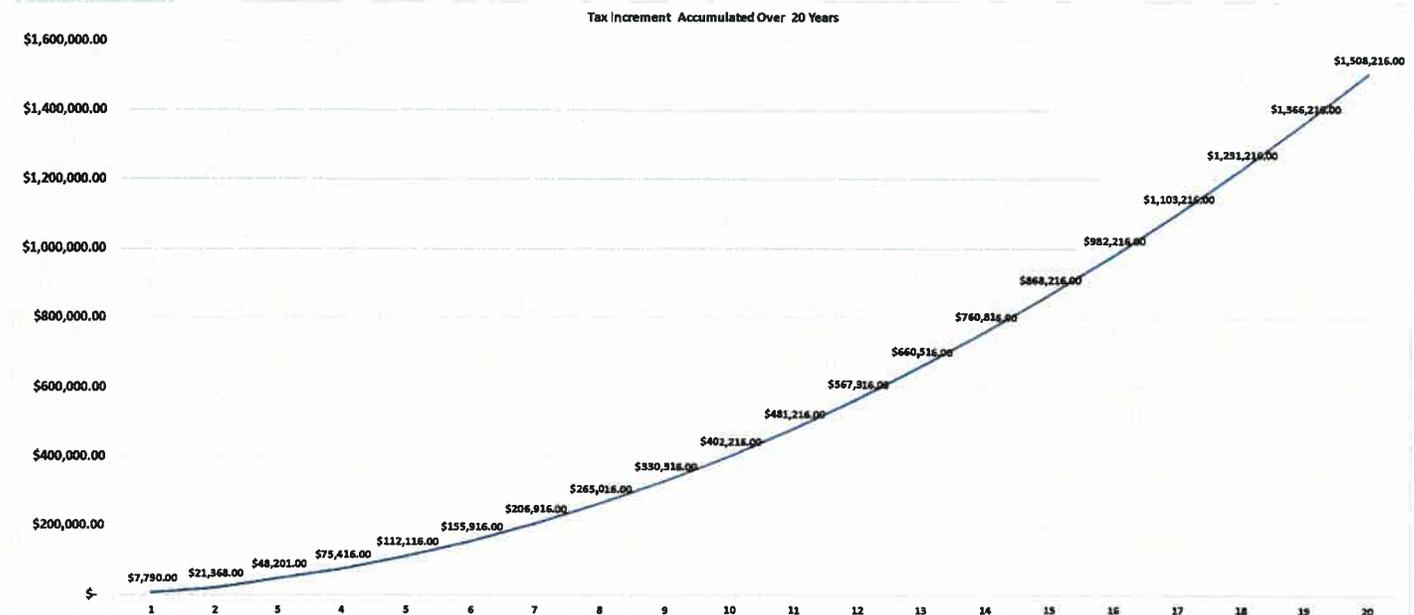
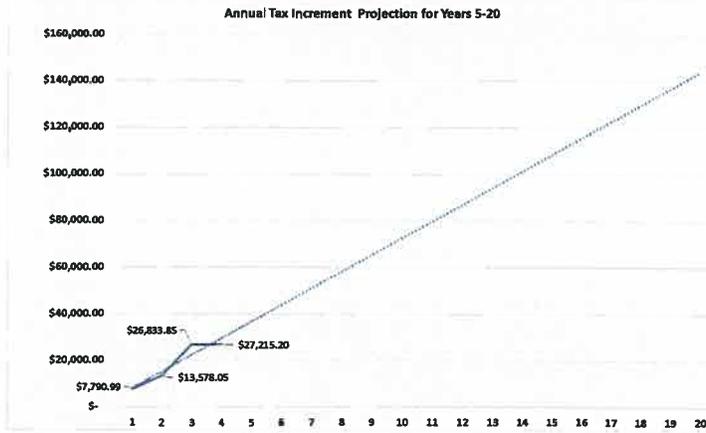


# Tax Increment Financing (TIF) Districts

- Only requires City Council approval (no election or petition).
- Uses existing property tax for the increment - **not** a new tax or tax increase. Can include the County's increment with BoCC approval.
- TIF funds generated in the district are spent in the district.
- TIF funds can be used for plan projects and **operational purposes**.
- City Council is Redevelopment Board and controls how funds are spent within district.
- Shows a commitment by City to developers for private reinvestment.
- Revitalization results in increased GRT and property tax revenues.

1-095-093-167-133	064143	\$ 74.90	\$ 79.09	\$ 82.60	\$ 113.23	\$ 118.41	\$ 4.19	\$ 7.70	\$ 38.33	\$ 43.51
1-095-093-129-108	056320	\$ 918.00	\$ 918.00	\$ 918.00	\$ 996.73	\$ 1,042.32	\$ -	\$ -	\$ 78.73	\$ 124.32
1-095-093-140-114	069540	\$ 84.03	\$ 91.35	\$ 95.41	\$ 104.29	\$ 97.67	\$ 7.32	\$ 11.38	\$ 20.26	\$ 13.64
1-095-093-143-120	077201	\$ 532.99	\$ 532.99	\$ 532.99	\$ 550.08	\$ 575.24	\$ -	\$ -	\$ 17.09	\$ 42.25
1-095-093-146-113	653830	\$ 244.49	\$ 244.49	\$ 244.49	\$ 242.46	\$ 253.55	\$ -	\$ -	\$ (2.03)	\$ 9.06
1-095-093-149-114	654475	\$ 210.21	\$ 210.21	\$ 210.21	\$ 208.38	\$ 217.91	\$ -	\$ -	\$ (1.83)	\$ 7.70
1-095-093-150-117	049800	\$ 84.58	\$ 84.58	\$ 84.58	\$ 83.36	\$ 87.18	\$ -	\$ -	\$ (1.22)	\$ 2.60
1-095-093-123-122	057135	\$ 152.07	\$ 163.19	\$ 170.44	\$ 184.15	\$ 172.46	\$ 11.12	\$ 18.37	\$ 32.08	\$ 20.39
1-095-093-285-135	054380	\$ 545.60	\$ 545.60	\$ 545.60	\$ 867.50	\$ 907.19	\$ -	\$ -	\$ 321.90	\$ 361.59
1-095-092-146-392	061220	\$ 79.48	\$ 83.92	\$ 87.65	\$ 93.29	\$ 87.36	\$ 4.44	\$ 8.17	\$ 13.81	\$ 7.88
1-095-092-143-390	061470	\$ 186.69	\$ 182.85	\$ 190.97	\$ 191.58	\$ 179.42	\$ (3.84)	\$ 4.28	\$ 4.89	\$ (7.27)
1-095-092-132-385	049118	\$ 588.08	\$ 621.00	\$ 462.25	\$ 492.93	\$ 493.31	\$ 32.92	\$ (125.83)	\$ (95.15)	\$ (94.77)
1-095-092-103-326	056140	\$ 420.91	\$ 420.91	\$ 420.91	\$ 401.71	\$ 420.09	\$ -	\$ -	\$ (19.20)	\$ (0.82)
1-095-092-113-391	655150	\$ 199.09	\$ 210.23	\$ 219.56	\$ 233.71	\$ 218.87	\$ 11.14	\$ 20.47	\$ 34.62	\$ 19.78
1-095-092-119-374	085245	\$ 89.03	\$ 94.88	\$ 99.09	\$ 106.39	\$ 99.63	\$ 5.85	\$ 10.06	\$ 17.36	\$ 10.60
1-095-092-118-378	067960	\$ 17.36	\$ 17.28	\$ 18.05	\$ 73.01	\$ 76.35	\$ (0.08)	\$ 0.69	\$ 55.65	\$ 58.99
1-095-092-117-382	610937	\$ 188.91	\$ 199.48	\$ 208.34	\$ 221.76	\$ 207.68	\$ 10.57	\$ 19.43	\$ 32.85	\$ 18.77
1-095-092-132-363	612403	\$ 85.35	\$ 90.99	\$ 95.03	\$ 102.06	\$ 95.58	\$ 5.64	\$ 9.68	\$ 16.71	\$ 10.23
1-095-092-139-367	655188	\$ 147.17	\$ 146.47	\$ 152.97	\$ 153.46	\$ 143.72	\$ (0.70)	\$ 5.80	\$ 6.29	\$ (3.45)
1-095-092-144-371	082800	\$ 203.72	\$ 215.12	\$ 224.67	\$ 239.13	\$ 240.46	\$ 11.40	\$ 20.95	\$ 35.41	\$ 36.74
1-095-092-157-355	080380	\$ 128.98	\$ 136.21	\$ 142.25	\$ 151.41	\$ 141.79	\$ 7.23	\$ 13.27	\$ 22.43	\$ 12.81
1-095-092-155-362	653039	\$ 175.11	\$ 185.78	\$ 194.03	\$ 207.45	\$ 207.38	\$ 10.67	\$ 18.92	\$ 32.34	\$ 32.27
1-095-092-155-366	060300	\$ 110.62	\$ 119.43	\$ 124.73	\$ 135.50	\$ 126.90	\$ 8.81	\$ 14.11	\$ 24.88	\$ 16.28
1-095-092-156-371	059380	\$ 190.40	\$ 201.92	\$ 210.88	\$ 225.37	\$ 225.53	\$ 11.52	\$ 20.48	\$ 34.97	\$ 35.13
1-095-092-154-374	651835	\$ 151.93	\$ 160.44	\$ 167.56	\$ 178.35	\$ 167.03	\$ 8.51	\$ 15.63	\$ 26.42	\$ 15.10
1-095-092-158-378	078420	\$ 100.39	\$ 100.39	\$ 100.39	\$ 136.87	\$ 143.13	\$ -	\$ -	\$ 36.48	\$ 42.74
1-095-092-056-407	658865	\$ 48.07	\$ 48.07	\$ 48.07	\$ 45.88	\$ 47.98	\$ -	\$ -	\$ (2.19)	\$ (0.09)
		\$ 30,947.26	\$ 32,389.81	\$ 34,062.85	\$ 36,869.36	\$ 36,895.25				
Total Increment on Years 1-4 based on sample (199 parcels)							\$ 1,938.01	\$ 3,377.54	\$ 6,674.92	\$ 6,769.78
Projected Tax Increment on Years 1-4 on 800 parcels in District							\$ 7,790.99	\$ 13,578.05	\$ 26,833.85	\$ 27,215.20

TOTAL TAX INCREMENT PROJECTION FOR 800 PARCELS IN DISTRICT		
YEAR	1	2
	\$ 7,790.00	\$ 7,790.00
	\$ 13,578.00	\$ 21,368.00
	\$ 26,833.00	\$ 48,201.00
	\$ 27,215.00	\$ 75,416.00
	\$ 36,700.00	\$ 112,116.00
	\$ 43,800.00	\$ 155,916.00
	\$ 51,000.00	\$ 206,916.00
	\$ 58,100.00	\$ 265,016.00
	\$ 65,300.00	\$ 330,316.00
	\$ 71,900.00	\$ 402,216.00
	\$ 79,000.00	\$ 481,216.00
	\$ 86,100.00	\$ 567,316.00
	\$ 93,200.00	\$ 660,516.00
	\$ 100,300.00	\$ 760,816.00
	\$ 107,400.00	\$ 868,216.00
	\$ 114,000.00	\$ 982,216.00
	\$ 121,000.00	\$ 1,103,216.00
	\$ 128,000.00	\$ 1,231,216.00
	\$ 135,000.00	\$ 1,366,216.00
	\$ 142,000.00	\$ 1,508,216.00
TOTAL	\$ 1,508,216.00	



**CITY OF LAS VEGAS**

**Resolution No. 10-72**

**A RESOLUTION ADOPTING THE LAS VEGAS DOWNTOWN ACTION PLAN**

**WHEREAS**, the Las Vegas Downtown Action Plan is a planning project between the City of Las Vegas, Las Vegas MainStreet, Arts and Culture District/Las Vegas Steering Committee and New Mexico MainStreet; and

**WHEREAS**, on April 7, 2010 Mayor Alfonso E. Ortiz Jr. appointed members of the community to the Downtown Revitalization Committee to assist in the planning of the Las Vegas Downtown Action Plan; and

**WHEREAS**, the Downtown Revitalization Committee recommended adoption of the Las Vegas Downtown Action Plan; and

**WHEREAS**, citizens participated in 5 public input meetings including a two-day charrette involving more than 70 citizens and business owners; and

**WHEREAS**, on June 22, 2010 a community open house was held to present a draft of the Las Vegas Downtown Action Plan and to identify priority projects; and

**WHEREAS**, the Las Vegas Downtown Action Plan has identified priority projects for the revitalization of the Downtown area; and

**WHEREAS**, through the Las Vegas Downtown Action Plan, a Metropolitan Redevelopment Area has been designated.

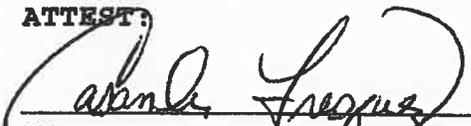
**BE IT RESOLVED BY THE COUNCIL**, that the Governing Body:

1. Hereby adopts the Las Vegas Downtown Action Plan shown in Attachment A.
2. Finds that the adoption of the Las Vegas Downtown Action Plan is necessary for the rehabilitation, conservation, redevelopment, and development of the Downtown area.

3. Recognizes that if any section, paragraph, sentence, clause, word or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The City Council hereby declares that it would have passed this resolution and each section, paragraph, sentence, word or phrase thereof irrespective of any provisions being declared unconstitutional or otherwise invalid.

DONE THIS 15 DAY OF September 2010

  
\_\_\_\_\_  
ALFONSO E. ORTIZ JR., MAYOR

ATTEST:  
  
\_\_\_\_\_  
CASSANDRA FRESQUEZ, CITY CLERK

REVIEWED AND APPROVED AS TO FORM  
  
\_\_\_\_\_  
DAVE ROMERO JR. ESQ, CITY ATTORNEY

CITY OF LAS VEGAS  
DOWNTOWN ACTION PLAN/METROPOLITAN REDEVELOPMENT AREA PLAN  
Ordinance No. 10-32

**MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE NM METROPOLITAN REDEVELOPMENT CODE, AND APPROVING THE LAS VEGAS DOWNTOWN ACTION PLAN/METROPOLITAN REDEVELOPMENT AREA PLAN AND ESTABLISHING A TAX INCREMENT FINANCING DISTRICT.**

**WHEREAS**, Section 3-60A-8 NMSA 1978 of the Metropolitan Redevelopment Code (Sections 3-60A-1 through 3-60A-48 NMSA 1978) states: "A municipality shall not prepare a metropolitan redevelopment plan for an area unless the governing body by resolution determine the area to be a slum or a blighted area, or a combination thereof, and designated the area as appropriate for a metropolitan redevelopment plan.", and

**WHEREAS**, the City of Las Vegas ("City") and MainStreet Las Vegas, and their employees, have for some time engaged in a study of blighted areas within the Downtown, and have submitted their findings and recommendations concerning the area detailed in the Designation Report, which was approved by the City Council at the June 21, 2010 Council meeting as Resolution No. 1042; and

**WHEREAS**, pursuant to Section 30-60A-8 NMSA 1978 of the Metropolitan Redevelopment Code, the Council caused to be published in the Las Vegas Optic, a newspaper of general circulation, and a first class mailing to property owners within the Las Vegas Downtown Action Plan/Metropolitan Redevelopment Area Plan (the "MRA Plan"), a notice containing a general description of the proposed MRA Plan and the date, time and place where the Council will hold a public hearing to consider the adoption of this ordinance and announcing that any interested party may appear and speak to the issue of the adoption of this ordinance; and

**WHEREAS**, the area boundaries of the MRA Plan begin at the intersection of the Railroad tracks and east National Avenue, thence west along National Avenue, across Grand Avenue to the intersection of 5<sup>th</sup> street thence north on 5<sup>th</sup> street, to Columbia, thence west on Columbia to 6<sup>th</sup> street thence southeast on 6<sup>th</sup> street to the intersection of National St, thence west on National to the intersection of 8<sup>th</sup> street, thence south on 8<sup>th</sup> street to the intersection of Douglas Ave, thence west on Douglas Ave to the intersection of 12<sup>th</sup> street, thence northeast on 12<sup>th</sup> street to the intersection of National Street, thence northwest on National to the intersection of 11<sup>th</sup> street, thence northwest on 11<sup>th</sup> street to the midpoint of Columbia and National thence west to the intersection of 12<sup>th</sup> street, thence north on 12<sup>th</sup> street to the intersection of Columbia Street, thence west on Columbia Street along the Gallinas River, across the Gallinas River onto Valencia Street to the intersection of Hot Springs, thence south on Hot Springs to the Intersection of National, thence west on National to the intersection of New Mexico Avenue, thence south on New Mexico Ave to the intersection of Moreno St, thence northeast on Moreno St to the intersection of South Pacific St, thence south on South Pacific Street to the intersection of South Gonzales Street, thence north on South Gonzales Street adjoining Paseo de Las Escuelas thence crossing the Gallinas River than following along the Gallinas River to the Roundhouse, thence northeast following the railroad tracks till the end at the intersection of the railroad tracks and East National Ave begin at the intersection of the Railroad tracks and East National Avenue being the points of beginning; and

**WHEREAS**, the Council has considered the findings and determinations of the MRA Plan and all comments made at the public hearing concerning the redevelopment projects which exist in the proposed MRA Plan.

**BE IT RESOLVED BY THE COUNCIL,**

1. The City Council, after having conducted a public hearing pursuant to the Code, adopts the Las Vegas Downtown Action Plan/Metropolitan Redevelopment Area Plan, as attached hereto and incorporated herein.
  
- 2: The MRA Plan is specifically included for purposes of Tax Increment Financing. This area is bounded by the boundaries of the MRA Plan that begin at the intersection of the Railroad tracks and east National Avenue, thence west along National Avenue, across Grand Avenue to the intersection of 5<sup>th</sup> street thence north on 5<sup>th</sup> street, to Columbia, thence west on Columbia to 6<sup>th</sup> street thence southeast on 6<sup>th</sup> street to the intersection of National St, thence west on National to the intersection of 8<sup>th</sup> street, thence south on 8<sup>th</sup> street to the intersection of Douglas Ave, thence west on Douglas Ave to the intersection of 12<sup>th</sup> street, thence northeast on 12<sup>th</sup> street to the intersection of National Street, thence northwest on National to the intersection of 11<sup>th</sup> street, thence northwest on 11<sup>th</sup> street to the midpoint of Columbia and National thence west to the intersection of 12<sup>th</sup> street, thence north on 12<sup>th</sup> street to the intersection of Columbia Street, thence west on Columbia Street along the Gallinas River, across the Gallinas River onto Valencia Street to the intersection of Hot Springs, thence south on Hot Springs to the Intersection of National, thence west on National to the intersection of New Mexico Avenue, thence south on New Mexico Ave to the intersection of Moreno St, thence northeast on Moreno St to the intersection of South Pacific St, thence south on South Pacific Street to the intersection of South Gonzales Street, thence north on South Gonzales Street adjoining Paseo de Las Escuelas thence crossing the Gallinas River than following along the Gallinas River to the Roundhouse, thence northeast following the railroad tracks till the end at the intersection of the railroad tracks and East National Ave begin at the intersection of the Railroad tracks and East National Avenue, being the points of beginning.
  
- 3: The City Council, after having conducted a public hearing pursuant to the Code, finds that:
  - A. The MRA Plan proposes activities for the redevelopment of the area that will aid in the elimination and prevention of slum and blight; and
  - B. The MRA Plan does not require the relocation of any families and individuals from their dwellings and a method for providing relocation assistance is not needed; and
  - C. The MRA Plan conforms to and complements the Las Vegas Comprehensive Plan; and
  - D. The MRA Plan affords maximum opportunity consistent with the needs of the community for the rehabilitation for redevelopment of the Las Vegas Downtown area by private enterprise or persons, and the objectives of the MRA Plan justify the proposed activities as public purposes and needs.
  
- 4: **The City shall support efforts to establish development projects intended to make the area more pedestrian friendly and mixed in income and use, thus affording the opportunity for locally-owned small businesses to establish themselves; the City shall also support community**

education activities that broaden the local knowledge base and invite members from outside the immediate area to take part in these community education activities.

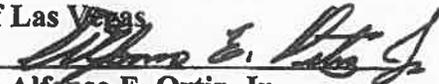
5: The City shall support these programs in providing technical assistance to local committees interested in developing mixed-use, mixed-income housing programs, and by providing technical assistance to businesses within the MRA Plan for the purpose of obtaining funding for redevelopment activities, and providing guidance and technical assistance to businesses wishing to open, operate and/or expand within the MRA Plan.

6: All ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed; this repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

7: If any section paragraph, sentence, clause, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, paragraph, sentence, word or phrase thereof irrespective of any provisions being declared unconstitutional or otherwise invalid.

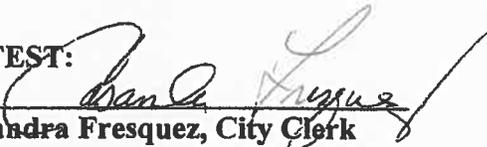
Passed, Approved and Adopted this 14 day of December 2010

City of Las Vegas

  
Mayor Alfonso E. Ortiz, Jr.

Reviewed and Approved as to Legal  
Sufficiency Only

ATTEST:

  
Casandra Fresquez, City Clerk

  
Dave Romero Jr. Esq., City Attorney

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 05/01/2015 DEPT: FINANCE MEETING DATE: 05/13/2015**

**DISCUSSION ITEM/TOPIC: RESOLUTION #15-20 BUDGET ADJUSTMENT  
RESOLUTION.**

**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.**

**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)

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
BUDGET ADJUSTMENT RESOLUTION NO. 15-20

**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 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 MAY, 2015.

\_\_\_\_\_  
Alfonso E. Ortiz, Jr. Mayor

ATTEST:

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

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero, City Attorney





**City of Las Vegas**  
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7604 • Fax # (505) 425-6346

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**Chief Juan F. Montaño**

**MEMORANDUM**

**TO:** ANN MARIE GALLEGOS, FINANCE DIRECTOR

**FROM:** *Beatrice Salazar*  
BEATRICE SALAZAR, GRANTS ADMINISTRATOR

**DATE:** April 1, 2015

**RE:** REQUEST FOR BUDGET

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Attached you will find a budget breakdown for DEA funds. These are being forwarded to you in order to receive DFA approval to expend these funds. The line item we have been using for this fund is 297. I will get you a signed copy of the agreement as soon as I receive it from DEA.

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

# Drug Eradication Fund

## 297

EXPIRES 12/31/15

<b>PROJECTED REVENUE</b>			
	<b>TOTAL FUNDING \$</b>		<b>6,000.00</b>
<b>LINE ITEM</b>	<b>EXPENDITURES</b>	<b>ANTICIPATED ROLL OVERS</b>	
297-0000-710-6602	Overtime	\$ 5,500.00	
297-0000-710-7523	Supplies	\$ 500.00	
	<b>TOTAL BUDGET</b>	<b>\$ 6,000.00</b>	



RECEIVED  
APR 09 2015  
BY: Fiscal IH

U. S. Department of Justice / Contract  
Drug Enforcement Administration No. 2837-14  
City of Las Vegas  
Date

Agreement Number 2015-100

This Letter of Agreement (LOA) is entered into between the **NEW MEXICO LAS VEGAS POLICE DEPARTMENT**, hereinafter referred to as (**THE AGENCY**), and the **DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ)**, hereinafter referred to as **DEA**, in reference to the following:

There is evidence that trafficking in marijuana (cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of New Mexico*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of New Mexico*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the cultivation, possession, and distribution of cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of cannabis located within the *State of New Mexico*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
  - g. Submit to DEA quarterly expenditure reports.
  
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related

to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **SIX THOUSAND DOLLARS (\$6,000.00)** for the period of **JANUARY 1, 2015, to DECEMBER 31, 2015**, to defray costs relating to the eradication and suppression of cannabis. These Federal funds shall only be used for the eradication of cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. **THE AGENCY** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the cannabis eradication process. (per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or

use marijuana in contravention of the CSA. Under Section 524 (c) (1) (D) of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund;" [Agency Initial]

All purchases of equipment, supplies and other resources must have approval from DEA. Procurement of these items is subject to the following approval authority: State/Local expenditures up to \$2,500 will be approved at DEA Division level. When expenditures exceed \$2,500, prior to the purchase being made, the State/Local must request authorization in writing, *through* the respective DEA Division, *to the Investigative Support Section (OMS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. Unless specifically approved in advance, expenditures for equipment should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by October 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 5/4/15**

**DEPT: Community Development**

**MEETING DATE: 5/13/15**

**DISCUSSION ITEM/TOPIC:**

Resolution #15-21 in support of the transfer of the Las Vegas Arts & Culture District Designation from MainStreet de Las Vegas to the Las Vegas Arts Council

**BACKGROUND/RATIONALE:**

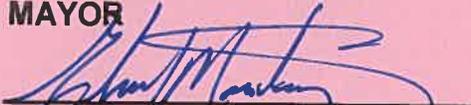
The Board of Directors of MainStreet de Las Vegas met on February 8, 2015, and unanimously voted to pursue the transfer of the Arts & Culture Designation to the Las Vegas Arts Council, and on March 13, 2015, the Las Vegas Arts Council voted unanimously to accept the transfer of the Arts & Culture District Designation.

**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  
RESOLUTION NO: 15-21**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, IN SUPPORT OF  
THE TRANSFER OF THE LAS VEGAS ARTS & CULTURE DISTRICT  
DESIGNATION FROM MAINSTREET DE LAS VEGAS TO THE LAS VEGAS ARTS  
COUNCIL**

**WHEREAS**, the State of New Mexico believes that communities can improve their economy through their creative and cultural efforts, and

**WHEREAS**, The State of New Mexico selected specific communities to be Arts & Culture Districts in order to implement this belief, and

**WHEREAS**, Las Vegas was selected by, and has contracted with, the State of New Mexico to be one of its Arts & Culture Districts, and

**WHEREAS**, The City of Las Vegas and Arts & Culture organizations want to be cooperative partners with the State of New Mexico in the ACD initiative, and

**WHEREAS**, Las Vegas must meet certain requirements to remain a designated ACD, to include updating a Cultural Plan every five years, producing an annual signature ACD event, implementing a part-time paid ACD Coordinator, and marketing the Arts & Culture aspects of New Mexico, and

**WHEREAS**, MainStreet de Las Vegas currently maintains the Las Vegas Arts & Culture District Designation, and

**WHEREAS**, the Board of Directors of MainStreet de Las Vegas met on February 8, 2015, and unanimously voted to pursue the transfer of the Arts & Culture Designation to the Las Vegas Arts Council, and

**WHEREAS**, the Board of Directors of MainStreet de Las Vegas unanimously agreed that the mission of the Las Vegas Arts & Culture District complements the mission of the Las Vegas Arts Council, and

**WHEREAS**, on March 13, 2015, the Las Vegas Arts Council voted unanimously to accept the transfer of the Arts & Culture District Designation.

**NOW THEREFORE** be it resolved that the City of Las Vegas does hereby support the transfer of the Las Vegas Arts & Culture District Designation from MainStreet de Las Vegas to the Las Vegas Arts Council and authorizes the City Manager and staff to implement MOUs and activities as needed.

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

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 04/30/15**

**DEPT: Police**

**MEETING DATE: 05/13/15**

**DISCUSSION ITEM/TOPIC: Grant application for Bullet Proof Vest Fund.**

**BACKGROUND/RATIONALE: Application for funds to purchase Bullet Proof Vests for officer safety.**

**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.**

  
\_\_\_\_\_  
**CHIEF JUAN F. MONTAÑO**

**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)**

Approved to form 1-26-15



Section Application > Submit Application > Pending BJA Approval

OMB #1121-0235  
(Expires: 10/31/2016)

**1. Registration**

- 1.1 [Agency Information](#)
- 1.2 [Agency Contacts](#)

**2. Application**

- 2.1 [Application Profile](#)
- 2.2 [Manage Application](#)
- 2.3 [Review Application](#)
- 2.4 [Submit Application](#)
- 2.5 [Mandatory Wear Policy](#)

**3. Payment**

- 3.1 [Bank Information](#)
- 3.2 [Print Bank Form](#)
- 3.3 [Manage Receipts](#)
- 3.4 [Payment Request](#)
- 3.5 [Payment History](#)

**4. Status**

- 4.1 [Current Status](#)
- 4.2 [LEA Status](#)
- 4.3 [Application History](#)

**5. Personal Information**

- 5.1 [User Profile](#)
- 5.2 [Change Password](#)



**BVP HELP DESK**  
(Toll-Free 1-877-758-3787)

You have successfully submitted your application for funding for BVP approval.

The approval process may take several weeks from the application closing date. A confirmation email has been sent to [bsena@ci.las-vegas.nm.us](mailto:bsena@ci.las-vegas.nm.us). An email approval advisory will also be sent to [bsena@ci.las-vegas.nm.us](mailto:bsena@ci.las-vegas.nm.us) when the program approvals are completed. Additionally, you may check the status of your application by selecting option , 'Application History', in the Jurisdiction's Handbook. Thank you for your continued patience.

For your reference, the summary data for your Application for Funding is listed below.

**Successful Submission**

Jurisdiction: LAS VEGAS CITY  
 Application Id: 15078604  
 Status/Submission Date: Sent for BVP Approval : 04/29/15

Application for Funding				
Quantity	Extended Cost	Tax, S&H	Total Cost	
10	\$8,600.00	\$0.00	\$8,600.00	
<b>Maximum Allowable Funding from BVP:</b>			<b>\$4,300.00</b>	

\* Important: You can click on the 'Print Screen' button below to keep a copy for your records.



**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 04/30/15**

**DEPT: Police**

**MEETING DATE: 05/13/15**

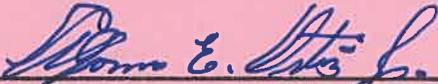
**DISCUSSION ITEM/TOPIC:** Recommending approval for out of state travel for 6 officers to attend a High Risk Warrant course for narcotics related operations.

**BACKGROUND/RATIONALE:** The Las Vegas City Police Department and Region IV Narcotics Task Force respectfully requests permission to send 6 officers to a High Risk Warrant course in Norman, Oklahoma with funding provided through the 2014 Region IV Justice Assistance Grant.

**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

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-8348



**Chief Juan F. Montaño**

### MEMORANDUM

**TO:** Elmer J. Martinez, City Manager

**FROM:** Juan F. Montaño, Chief of Police

**RE:** Out of State Travel – Norman, OK  
August 21 – August 25, 2015  
6 Officers Attending

#### Estimated Travel Cost

Per Diem for 6 Officers Driving @ \$480.00	\$2880.00
Registration for 6 Officers	\$3180.00
<b>TOTAL COST</b>	<b>\$6060.00</b>

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

**CITY OF LAS VEGAS  
TRAVEL AUTHORIZATION**

No. \_\_\_\_\_

**ORIGINAL**

1. NAME, HOME ADDRESS & ZIP CODE WORK PHONE NO.		2. DEPARTMENT NAME & NO.		3. FUND - DEPT. ACTIVITY	
5. DEPARTURE DATE & HOUR		6. RETURN - DATE & HOUR		7. TOTAL DAYS	
8. <input type="checkbox"/> CONFERENCE <input type="checkbox"/> SCHOOL <input checked="" type="checkbox"/> OTHER		9. DESTINATION		10. WHERE CAN YOU BE REACHED?	
11. NAME OF SCHOOL, CONFERENCE OR OTHER		12. MEETING DATES		13. ARE OUTSIDE FUNDS BEING CONTRIBUTED TOWARD THE TRIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PROVIDE DETAILS.	

For Accounting Use Only
VENDOR NO.
INVOICE NO.
DISCOUNT / TERMS
PAY DUE DATE
INVOICE DATE
TRANS TYPE
Reviewed By

14. <input checked="" type="checkbox"/> CITY VEHICLE NO.		15. PUBLIC CONVEYANCE	
16. <input type="checkbox"/> PRIVATE VEHICLE		17. MILEAGE _____ X _____ = _____ DISTANCE RATE PER MILE TOTAL	
18. <input type="checkbox"/> TYPE OF REQUEST <input type="checkbox"/> ADVANCE <input type="checkbox"/> ACTUAL <input type="checkbox"/> PER DIEM		19. PER DIEM _____ X _____ = _____ DAYS/HOURS RATE PER DAY TOTAL	

**ESTIMATED COST OF TRIP**

*TOTAL AUTHORIZED ADVANCE	TRAVEL \$ _____
\$ 384 <sup>00</sup>	REGISTRATION \$ 530 <sup>00</sup>
	*HOTEL \$ _____
	*PER DIEM \$ 480 <sup>00</sup>
	*OTHER \$ _____
	TOTAL COSTS \$ 1,010 <sup>00</sup>

**ACTUAL COST OF REIMBURSEMENT**

COST PER ONE OFFICER	TRAVEL \$ _____
4/30/15	REGISTRATION \$ _____
	*HOTEL \$ _____
	*PER DIEM \$ _____
	*OTHER \$ _____
	TOTAL COSTS \$ _____

\*TOTAL DUE EMPLOYEE OR TOTAL DUE CITY

ADVANCE SHALL NOT EXCEED 80% OF THESE COSTS

I authorize the City of Las Vegas to deduct from my bi-weekly pay check the amount of advance indicated above + \$15.00 penalty if all travel documents are not properly filed in Accounts Payable 5 working days after this trip is concluded.

I certify that the above information is correct to the best of my knowledge.

\_\_\_\_\_  
EMPLOYEE SIGNATURE DATE SOCIAL SECURITY NUMBER

**APPROVED**

\_\_\_\_\_  
AUTHORIZED SIGNATURE DATE

**FOR ACCOUNTING ONLY**


**APPROVED** 23. REVIEWED FOR COMPLETENESS

\_\_\_\_\_  
CITY MANAGER DATE FINANCE DIRECTOR DATE

DISTRIBUTION OF COPIES: FINANCE DEPARTMENT - WHITE; CITY MANAGER DEPARTMENT - GREEN; YELLOW VOUCHER SUBMITTED WITH REIMBURSEMENT VOUCHER; TRAVELER - PINK; DEPARTMENT HEAD - GOLDENROD

ATTACH COPIES OF BROCHURES AND ANY OTHER INFORMATION REGARDING REASON FOR TRAVEL



City of Las Vegas

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



Chief Juan F. Montaña

MEMORANDUM



TO: Juan F. Montaña, Chief of Police

FROM: *Eric N.P.*  
Eric N. Padilla  
Lieutenant

THRU: *Robert F. Gutierrez*  
Robert F. Gutierrez  
Training/Recruiting Commander

DATE: 04/28/2015

RE: Request for Out of State Training (High Risk Warrant Service Training)

This memo is a request to attend a High-risk Warrant Service Training on August 22 thru 24, 2015 hosted by The National Tactical Officers Association. This training will be held in Norman Oklahoma. I am requesting this training for Matias Apodaca, Jason Gage, Adam Vigil, Kenneth Stumberg, Eric Padilla, and one other officer/deputy from another agency working within the Region IV Multi-Jurisdictional Task Force. If another agency can not commit a member of their agency I would request for David Cordova to attend. I would like for the individuals to arrive a day early and leave the day after the course is complete. This type of specialized training is not hosted within the State of New Mexico. I am asking in advance being that our grant cycle ends in October of 2015. This must be done so we can submit the paperwork for this training request to the grants office and city government, in advance for processing and approval. Listed below is a budget breakdown for whom I am requesting to attend this training, and where the money is allocated to send them to the training. I have spoke with Mrs. Beatrice Salazar and was given these numbers which are allocated in the Region IV MJTC Jag Grant. Also Attached is the course information.

To send 6 officers:

- \$2,880.00 out of line item 234-0000-710-7202 which is allocated \$2,922.00 Per Diem
- \$3,180.00 out of line item 234-0000-710-7203 which is allocated \$5,375.00 Registration Costs

Should you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.



City of Las Vegas

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



Chief Juan F. Montañio

Review by:

Marla Martinez  
Marla Martinez, Finance Specialist

4/28/15  
Date

Beatrice Salazar  
Beatrice Sena, Grants Administrator

042815  
Date

Approved/Disapproved  
Juan F. Montañio  
Juan F. Montañio  
Chief of Police

4-28-15  
Date

XC: Suzette Rudolph, Administrative Asst. I  
PD File  
Region IV File



**Course Information**

Course Title: **High-risk Warrant Service**  
 Location: **Norman, OK**

Course #: **20160030**  
 Course Date(s): **8/22/2016 - 8/24/2016**  
 Member Cost: **\$475**  
 Non-Member Cost: **\$530**

**NTOA reserves the right to cancel any course up to 30 days prior to the start. Please do not make any non-refundable travel arrangements before this time.**

**Registration is limited to sworn law enforcement**

**NOTE: Online registration requires payment with a credit card. If not paying by credit card, click here for [printable form](#).**

**Student Info**

Student First Name  MI  Student Last Name

Rank  Assignment (select one)  
 SWAT  Patrol  CNT  TEMS  Other

Home Address  City  State  Zip

Home Phone  Cell Phone  Home Email

**Agency Info**

Agency Name

Agency Address  City  State  Zip

Agency Phone  Agency Fax  Agency Email

**NOTE: Expect a faxed or emailed confirmation within 2 days.**

**Payment Info**

**NOTE: Payment will not be charged till 30-40 days prior to course start.**

Member Cost **\$475** Member Number (required for Member Cost)

Non-Member Cost (includes 1yr membership) **\$530** Send Membership  
 Home  Agency

**Credit Card**      **Credit Card #**      **Exp Month**    **Exp Year**    **CVV Code**    **Name as it appears on card**  
 VISA    MC    AmEx              

**Cardholder Billing Address**      **City**      **State**      **Zip**      **Cardholder Phone**  
           

NOTE: Your billing address must be entered as it appears on file with your credit card company.

**Email address where receipt should be sent**

**Verify you are human... what is 2 x 3 equal to?**

**Cancellation Policy**

Full refund of any paid fee if cancelled in writing is received 30 or more days prior to course start. \$100 cancellation fee due if cancelled in writing is received 29 or less days prior to course start. Qualified substitutions are always acceptable. No written notice - no refund.

**Student Liability Waiver**

In consideration of my attendance and participation in the National Tactical Officers Association's Training Course, I hereby, for myself, my heirs, executors, administrators and assignees, waive and release any and all rights and claims for damages I may have or may accrue against the National Tactical Officers Association, its officers or instructors, and co-host agency for any and all injuries which may be suffered by me as a result of my attendance and participation.

**Waiver Acceptance** (type your full name here to signify that you have read and accept the student liability waiver)

**Notes**

**Notes**

Submit Registration



National Tactical Officers Association  
 P O Box 797 Doylestown, PA 18901  
 Ph: 800-279-9127 Fax: 215-230-7552 [training@ntoa.org](mailto:training@ntoa.org)

Course Information			
Course Title			
Course #	Location	Dates:	

NTOA reserves the right to cancel any course up to 30 days prior to course start. Please do not make any non-refundable travel arrangements before this time. Registration limited to sworn law enforcement personnel.

Student Information			
NTOA Member Number			
First Name	Middle Initial	Last Name	
Rank	Assignment	Please Select Assignment	Other
Home Address			
Home City	Home State	Home Zip	
Cell Phone	Home Phone		
Home Email			

Agency Information			
Agency Name			
Agency Address			
Agency Address 2			
Agency City	Agency State	Agency Zip	
Agency Phone	Agency Fax		
Agency Email	Send Mail To		

Student Liability Waiver	
<p>In consideration of my attendance and participation in the National Tactical Officers Association's Training Course, I hereby, for myself, my heirs, executors, administrators and assignees, waive and release any and all rights and claims for damages I may have or may accrue against the National Tactical Officers Association, its officers or instructors, and co-host agency for any and all injuries which may be suffered by me as a result of my attendance and participation.</p>	
Signature	Date
Registered students should expect a confirmation within 2- business days	

Payment information <i>must</i> accompany this registration. A spot will not be reserved without it.			
Payment Information			
Amount	Member Rate	Non Member Rate	
Purchase Order			
Check Number			
Credit Card Type	Select Card	CC Number	Expiration date
CCV Code	Name on Card		
Receipt Email Address			
Billing Address			
Billing City	Billing State	Billing Zip	
Billing Phone	Signature		

Completed registrations may also be sent by fax to: 215-230-7552  
 Make checks payable to NTOA  
 PO Box 797, Doylestown, PA 18901

**Cancellation Policy:**  
 \$100 cancellation fee due if canceled in writing is received 29 or less days prior to course start.  
 Full refund of any paid fee if canceled in writing is received 30 or more days prior to course start.  
 Qualified substitutions are always acceptable. *No written notice - no refund.*

Work Session

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 4/2/15

**DEPT:** Utilities

**MEETING DATE:** 05/13/15

**DISCUSSION ITEM/TOPIC:** Recommendation to award East Water Line Loop Segment (A) Jack & Bore lot to the low bidder, Hays Plumbing & Heating Inc.

**BACKGROUND/RATIONALE:** The purpose of this water line project is to improve water connectivity throughout the City and to bring the east side of Las Vegas on to the City water system. This bid pertains to Segment (A) of the East Water Line Loop project which proposed to install a 12" PVC pipeline that requires installation of pipe along and beneath NM Highway 520 and the BSNA Railroad tracks utilizing horizontal boring technologies (Jack & Bore).

Advertised: January 12, 2015 – Albuquerque Journal  
February 25, 2015 – Optic and City Website.  
Bid Opening: March 25, 2015  
Number of Bidders: 8 (see attached bid opening form and bid tabulation)  
Low Bidder: Hays Plumbing & Heating Inc.  
Bid Amount: \$238,032.81 including NMGR.T.  
Funding Source: City Funding  
Line Item Number: 646-0000-650-8762

**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)

Approved to form 1-26-15



## UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

**PROJECT NAME:** East Loop Project Section A,B,C

**PROJECT NUMBER:** UT-WFD-2013-2

**PROJECT DESCRIPTION:** Planning and design for The City of Las Vegas to install pipeline, and all needed appurtenances, along NM250 (A), along N Grand (B) and along I25 (C) in order to facilitate improving water distribution and fire protection throughout the east side of the City.

**ACTION TIMELINE:** January 2014 – July 2016

**LINE ITEM NUMBER:** 646-0000-650-8762

**ENGINEER/CITY ESTIMATE:** \$241,000

**BUDGETED AMOUNT:** \$250,000.00

<u>Funding Sources</u>	<u>Estimated Design Compensation</u>	<u>Design Payments made</u>	<u>Task Order Amounts Paid/Total</u>
<u>City Funds</u> \$185,000.00	Seg A \$20,839.00	Seg A \$18,754.43	Permits \$11,977.28/ \$17,912.00
<b>TOTAL:</b> \$185,000.00	SegB \$65,300.00	SegB \$37,559.68	Survey \$13,182.40/\$26,268.50
	SegC \$54,700.00	SegC \$	Design* \$57,401.76/\$140,785.25
	<b>TOTAL(W/Tax):</b> \$140,839	<b>TOTAL(W/Tax):</b> \$56,314.11	<b>Total paid</b> \$82,561.44/184,965.75

**ACTION TIMELINE:** Awarding Bid for Lot 1. \* reimbursable included in Design paid amounts

**LINE ITEM NUMBER:** 646-0000-650-8759

<b>ACTION</b>	<b>DESCRIPTION</b>	<b>DATE</b>
<b>Loan/Grant</b>	Pre- Construction NMFA Funded Construction City Funded	11/20/13
<b>Authorized Ordinance</b>	N/A	N/A
<b>Loan/Subsidy Agreement</b>	N/A	N/A
<b>Engineering Services Agreement</b>	Engineering services on call agreement	7/1/13
<b>Document Review</b>	N/A	03/20/15
<b>Pipeline - Construction</b>	City began Construction of pipeline	3/1/2014
<b>Jack and Bore - Construction</b>	City to go out to bid for PRV and Jack and Bore Construction	03/25/15
<b>Document Review</b>	Bid Documents	03/28/14
<b>RFB Advertised</b>	Las Vegas Optic, Albuquerque Journal and City Website	02/25/15
<b>RFB Opening</b>	Opened at City Hall Number of Proposers: 8	03/25/15
<b>Staff Recommendation</b>	Approval to award to low bidder	04/08/15
<b>Committee Recommendation</b>	Item discussed at Utility Advisory Committee- recommendation for approval will be provided at the council meeting	05/12/15
<b>Council Approval</b>	Item taken to City Council Workshop for discussion Item taken to City Council for approval	05/13/15 05/20/15
<b>Notice to Proceed</b>	Contractor given NTP	TBD

# Notice of Award

Date: \_\_\_\_\_

Project:	East Water Line Loop – Segment A – Jack and Bores	
Owner:	City of Las Vegas	Engineer's Project No.: LVG133-11
Bidder:	Hays Plumbing & Heating, Inc.	
Bidder's Address:	600 Railroad Avenue, Las Vegas, New Mexico 87701	

You are notified that your Bid dated March 25, 2015 for the above Contract has been considered by the City of Las Vegas. You are the Successful Bidder and are hereby awarded a Contract for the East Water Line Loop – Segment A – Jack and Bores - Lot No. 1.

The Contract Price of your Contract is Two Hundred Twenty Thousand One Hundred Three and 61/100 Dollars (\$220,103.61) excluding NMGRT.

You must provide information within 10 days of the date you receive this Notice of Award.

1. Five (5) fully executed Payment and Performance Bonds
2. One (1) Original 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.

\_\_\_\_\_  
City of Las Vegas

Owner

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Hays Plumbing & Heating, Inc.

Contractor

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Title

Bid Tabulation  
 East Water Loop - Segment A  
 City of Las Vegas  
 Bid Opening: March 25, 2015, 2:30 p.m.

Item No.	Description	Unit	Qty	Unit Price	Engineer's Est.	TLC Company, Inc. dba		Albuquerque Underground, Inc.	
						Unit Price	Amount	Unit Price	Amount
<b>LOT NO. 1</b>									
1	Jack and Bore No. 1, including Steel Casing, 12-inch DIP, Casing Spacers, CIP	LS	1	\$ 45,000.00	\$ .00	\$ 71,140.00	\$ 71,140.00	\$ 80,289.00	\$ 80,289.00
2	Jack and Bore No. 2, including Steel Casing, 12-inch DIP, Casing Spacers, CIP	LS	1	\$ 32,000.00	\$ .00	\$ 58,241.00	\$ 58,241.00	\$ 45,961.00	\$ 45,961.00
3	Jack and Bore No. 5, including Steel Casing, 12-inch DIP, Casing Spacers, CIP	LS	1	\$ 32,000.00	\$ .00	\$ 17,504.00	\$ 17,504.00	\$ 46,178.00	\$ 46,178.00
4	12-inch PVC Water Line, including Trenching and Backfilling, CIP	LF	400	\$ 50.00	\$ .00	\$ 57.00	\$ 22,800.00	\$ 98.00	\$ 39,200.00
5	8" Gate Valve w/Box, CIP	EA	1	\$ 1,800.00	\$ .00	\$ 1,640.00	\$ 1,640.00	\$ 2,289.00	\$ 2,289.00
6	12" Gate Valve w/Box, CIP	EA	3	\$ 2,500.00	\$ .00	\$ 3,183.00	\$ 9,549.00	\$ 3,710.00	\$ 11,130.00
7	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ .00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
8	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ .00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
9	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ .00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subtotal Lot No. 1						\$ .00	\$ 230,874.00		\$ 275,047.00
Gross Receipts Tax @ 8.145%						\$ .31	\$ 18,806.53		\$ 22,404.78
SUBTOTAL LOT NO. 1						\$ .31	\$ 249,680.53		* \$ 297,451.78
<b>LOT NO. 2</b>									
1	Jack and Bore No. 3, including Steel Casing, 12-inch DIP, Casing Spacers, CIP	LS	1	\$ 32,000.00	\$ .00	\$ 48,665.00	\$ 48,665.00	\$ 55,362.00	\$ 55,362.00
Subtotal Lot No. 2						\$ .00	\$ 48,665.00		\$ 55,362.00
Gross Receipts Tax @ 8.145%						\$ .82	\$ 3,964.15		\$ 4,509.68
SUBTOTAL LOT NO. 2						\$ .82	\$ 52,629.15		\$ 59,871.68
<b>LOT NO. 3</b>									
1	Jack and Bore No. 4, including Steel Casing, 12-inch DIP, Casing Spacers, CIP	LS	1	\$ 32,000.00	\$ .00	\$ 61,971.00	\$ 61,971.00	\$ 81,110.00	\$ 81,110.00
Subtotal Lot No. 3						\$ .00	\$ 61,971.00		\$ 81,110.00
Gross Receipts Tax @ 8.145%						\$ .66	\$ 5,048.03		\$ 6,607.06
SUBTOTAL LOT NO. 3						\$ .66	\$ 67,019.03		\$ 87,717.06
<b>LOT NO. 4</b>									
1	PRV Station, CIP	LS	1	\$ 40,000.00	\$ .00	\$ 37,567.00	\$ 37,567.00	\$ 59,348.00	\$ 59,348.00
Subtotal Lot No. 4						\$ .00	\$ 37,567.00		\$ 59,348.00
Gross Receipts Tax @ 8.145%						\$ .55	\$ 3,060.13		\$ 4,834.37
SUBTOTAL LOT NO. 4						\$ .55	\$ 40,627.13		\$ 64,182.37
TOTAL BID AMOUNT 1, 2, 3, AND 4						\$ .33	\$ 409,955.85		* \$ 509,222.88

For Ranking Purposes: Resident Contractor Pref. (5%)
For Ranking Purposes: Resident Veteran Contractor Pref. (10%, 8%, 7%)
<b>BID AMOUNT RANKING AFTER PREFERENCE</b>

5%	3385,458.06	NA	7%	473,577.28
NA		Yes (7%)		
	87			88

\*As corrected by Engineer due to Contractor's math error  
 \*\* Lump Sum Unit Price amounts were not included in the Bid Form submitted.  
 \*\*\* The Unit Price and the amount included in the Bid Form were both \$25,998.61. The Contractor confirmed and The Contractor also confirmed that the subtotal for Lot No. 1 submitted in the Bid is \$220,103.61.

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items

  
 Clayton H. Ten Eyck, P.E.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/01/15

DEPT: Utilities

MEETING DATE: 05/13/15

**DISCUSSION ITEM/TOPIC:** Approval of Resolution No. 15-19 Taylor Well Field Expansion Phase II Water Trust Board Funding.

**BACKGROUND/RATIONALE:** The City received funding from the Water Trust Board for the Taylor Well Field Expansion Phase II. The project includes a new water storage tank at the Taylor Well No. 4 site, new booster pump station and yard piping at the Valencia and Camp Luna tank sites.

Grant Amount:	\$790,200
Loan Amount:	\$87,800
Additional Funding Amount:	\$131,700
Project Account Amount:	\$878,000
Expense Account Deposit	\$0
Administrative Fee:	0.25%

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

  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
CITY MANAGER

  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE REVIEWED)

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

Approved to form 1-26-15



**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 of Resolution 15-19 to receive WTB funding for this project.

**FUNDING SOURCES**

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

**ESTIMATED EXPENDITURES w/GRT**

Design	\$ 49,862.00
Engineering Services	\$ 89,296.31
<b>Construction</b>	<b>\$627,316.84</b>
<b>Total w/ GRT</b>	<b>\$ 766,178.84</b>

**ACTION TIMELINE** Approve receiving funding and give NTP to contractor.

**BUDGET LINE ITEM: 646-0000-610-7305**

ACTION	DESCRIPTION	DATE
Loan/Grant	2878-DW (Planning and Design) Grant (75%): \$37,396.50 Loan (25%): \$12,465.50	6/21/13
Loan/Grant	WTB 287 (Construction) Grant (75%): \$ 790,200 Loan (25%): \$ 87,800	Scheduled to close in June
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 <b>Engineering Total - \$138,862.00</b>	12/16/13 1/24/13
Construction Estimate	Egrs Est for TW7 Phase II - \$660,261.88	11/1/14
Loan/Subsidy Agreement	WTB awarded revised scope	3/21/14
Bid Document Review	Bid # 2015-16	November
Advertisement	Optic, Journal and Website	12/10/14
Bid Opening	City Council Chambers	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	1/27/15
Council Approval	Awardment to Hays Plumbing	3/18/15
Staff Recommendation	Approve resolution 15-19 to receive funding	5/1/15
Committee Recommendation	On agenda for approval/disapproval	5/12/15
Council Approval	On agenda for approval/disapproval	5/13/15 5/20/15
Notice To Proceed		

APRIL 2015						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2015						
M	T	W	T	F	S	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2015						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**NEW MEXICO FINANCE AUTHORITY  
and  
NEW MEXICO WATER TRUST BOARD**

**FINANCING SCHEDULE & DISTRIBUTION LIST**

**\$878,000 Water Project Fund Loan/Grant (\$790,200 Grant/\$87,800 Loan)**

**CITY OF LAS VEGAS  
San Miguel County, New Mexico**

**Project No. 287-WTB**

**Prepared: January 26, 2015**

**Revised: April 21, 2015**

DATE	ACTION	PARTIES
October 31, 2012	Application received by Finance Authority	Borrower/Grantee
March 21, 2013	Legislative approval	Legislature
June 12, 2013	Water Trust Board approval	WTB
June 26, 2013	New Mexico Finance Authority Board Approval	Finance Authority
July 9, 2013	Water Trust Board Award Letter Sent	WTB
October 18, 2013	EO 2013-006 Certification Letter received	Finance Authority
Wednesday, March 12, 2014	Water Trust Board Approval for change in scope	WTB
Thursday, March 26, 2015	New Mexico Finance Authority Approval for change in scope	Finance Authority
Tuesday, April 21, 2015	Distribute draft Financing Schedule, Loan/Grant Agreement, Resolution and draft closing documents for review and comment by Finance Authority, Borrower/Grantee and Borrower/Grantee's counsel	VN
Wednesday, April 29, 2015	Comments received on Loan/Grant Agreement, Resolution and draft closing documents from Finance Authority Borrower/Grantee and Borrower/Grantee's counsel	Finance Authority, Borrower/Grantee, Borrower/Grantee's counsel

DATE	ACTION	PARTIES
Wednesday, April 29, 2015	Final Debt Service Schedule Due with confirmation that no additional outstanding debt has been incurred other than shown in Staff Report	Finance Authority
Monday, May 11, 2015	Closing documents in final form distributed to Borrower/Grantee for signature with a copy to the Finance Authority	VN
Wednesday, May 13, 2015	Governing Body Work Session	Borrower/Grantee
<b>Wednesday, May 20, 2015</b>	<b>Governing Body adopts Resolution</b>	<b>Borrower/Grantee</b>
Thursday, May 21, 2015	Submit notice of adoption to the <i>Las Vegas Optic</i> before 11 a.m.	VN
Monday, May 25, 2015	Publication of notice of adoption in the <i>Las Vegas Optic</i>	Legal newspaper for Borrower/Grantee,
Wednesday, May 27, 2015	Closing documents signed by Borrower/Grantee and delivered to closing counsel	Borrower/Grantee
Monday, June 22, 2015	Delivery of closing documents forwarded to Finance Authority in paper and electronic form for signature	VN
Wednesday, June 24, 2015	Thirty-day limitations period ends	
Wednesday, June 24, 2015	Finance Authority signs Loan/Grant Agreement	Finance Authority/WTB
<b>Friday, June 26, 2015</b>	<b>Closing</b>	<b>All</b>
Two weeks after receipt of transcript documents	Transcript distributed	VN

#### DISTRIBUTION LIST

#### **BORROWER/GRANTEE**

City of Las Vegas  
1700 North Grand Ave  
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#### **NEW MEXICO FINANCE AUTHORITY**

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Santa Fe, NM 87501

Water Trust Board  
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David Mahooty, Financial Advisor

Maria Gilvarry, Project Manager  
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**BORROWER/GRANTEE'S COUNSEL**

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**LOAN/GRANT COUNSEL**

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Yolanda Valenzuela, Sr. Administrative Assistant  
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Phone: (505) 992-9663

**NEWSPAPER:**

The Las Vegas Optic  
614 Lincoln Street  
Las Vegas, NM 87701  
Contact: Rey Baca  
Phone: (505) 425-6796  
Email: [rbaca@lasvegasoptic.com](mailto:rbaca@lasvegasoptic.com)

(Deadline: Published Monday's, Wednesday's and Friday's. Deadline: for Monday publication, Notice must be received the Thursday prior before 11:00 a.m. for Wednesday publication, Notice must be received the Monday prior before 11:00 a.m. and for Friday publication, Notice must be received the Wednesday prior before 11:00 a.m.)

Pam Ortiz, Paralegal  
Email: [portiz@virtuelaw.com](mailto:pportiz@virtuelaw.com)  
Phone: (505) 983-6101 ext. 55

Jamie Futral, Legal Assistant  
Email: [jfutral@virtuelaw.com](mailto:jfutral@virtuelaw.com)



**CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO  
RESOLUTION NO. 15-19**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY") ( THE "LENDER/GRANTOR") AND THE CITY OF LAS VEGAS (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF EIGHT HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$878,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE TAYLOR WELL FIELD EXPANSION PHASE II WHICH WILL INCLUDE CONSTRUCTION OF A NEW WATER STORAGE TANK AT THE TAYLOR WELL NO. 4 SITE, NEW BOOSTER PUMP STATION AND YARD PIPING AT THE VALENCIA AND CAMP LUNA TANK SITES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE WATER SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set

forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 2.5 of the Policies),, which, in combination with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, is sufficient to complete the Project. The Additional Funding Amount is one hundred thirty-one thousand seven hundred dollars (\$131,700).

“Administrative Fee” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Finance Manager, City Manager and City Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the City of Las Vegas in San Miguel County, New Mexico.

“Closing Date” means the date of execution the Loan/Grant Agreement, by the Borrower/Grantee, the Water Trust Board and the Finance Authority.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Legal Cost” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Fiscal Agent Fees” has the meaning given to that term in the Loan/Grant Agreement.

“Expense Account” means the account established by the Finance Authority in accordance with this Resolution and held by the Finance Authority to pay the Expenses incurred by the Lender/Grantor in connection with the Loan/Grant Agreement and the Loan/Grant.

“Expenses” means the costs of the Lender/Grantor of originating and administering the Loan/Grant, including Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Board Rules and applicable policies of the Water Trust Board.

“Finance Authority” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals seven hundred ninety thousand two hundred dollars (\$790,200).

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by 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) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals eighty-seven thousand eight hundred dollars (\$87,800).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals eight hundred seventy-eight thousand dollars (\$878,000).

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee, and the Finance Authority as authorized by this Resolution.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacement and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the water utility system.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for 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 Borrower/Grantee 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) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) 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, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee 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.

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project described in the Term Sheet.

"Project Account" means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) conservation, recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Resolution" means this Resolution as it may be supplemented or amended from time to time.

"State" means the State of New Mexico.

"System" means the water utility system for which current rates were established by Ordinance No. 12-13 of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to NMSA 1978, § 72-4A-9, as amended, and held and administered by the Finance Authority.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the best interest of the public health, safety, and welfare of the public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and, in combination with the Loan/Grant Amount, the Additional Funding Amount and other

amounts available to the Borrower/Grantee, will be sufficient to complete the Project and pay Expenses. If the Borrower/Grantee is unable to provide the Additional Funding Amount within six (6) months after the Closing Date, the Loan/Grant Agreement shall at the option of the Finance Authority, terminate and be of no further force or effect.

F. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and has represented that it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant.

G. The Borrower/Grantee has or will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located prior to the disbursement of any portion of the Loan/Grant Amount for use for construction.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of seven hundred ninety thousand two hundred dollars (\$790,200) and borrowing the Loan Amount of eighty-seven thousand eight hundred dollars (\$87,800) to be utilized solely for the purpose of completing the Project and paying Expenses, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project and to pay Expenses.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of seven hundred ninety thousand two hundred dollars (\$790,200) and the Loan shall be in the amount of eighty-seven thousand eight hundred dollars (\$87,800). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account and Expense Account. The Borrower/Grantee hereby consents to creation of the Project Account and the Expense Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount in the Expense Account. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement or to pay Expenses.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The Finance Authority shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, which lien shall be subordinate to any lien on the Pledged Revenues existing on the Closing Date and, further, shall be subordinate to all other indebtedness secured or that may in the future be secured by the Pledged Revenues, except, however, that the lien shall be on parity with any other lien, present

or future, for the repayment of any other loan provided to the Borrower/Grantee by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Closing Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

*[Remainder of page intentionally left blank.]*

*[Form of Notice of Adoption of Resolution for Publication]*

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO  
NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 15-19, duly adopted and approved by the City Council of City of Las Vegas on May 20, 2015. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk, located at 1700 North Grand Ave., Las Vegas, New Mexico 87701.

The title of the Resolution is:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO  
RESOLUTION NO. 15-19

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”) ( THE “LENDER/GRANTOR”) AND THE CITY OF LAS VEGAS (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF EIGHT HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$878,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE TAYLOR WELL FIELD EXPANSION PHASE II WHICH WILL INCLUDE CONSTRUCTION OF A NEW WATER STORAGE TANK AT THE TAYLOR WELL NO. 4 SITE, NEW BOOSTER PUMP STATION AND YARD PIPING AT THE VALENCIA AND CAMP LUNA TANK SITES, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE WATER SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

*[End of Form of Notice of Adoption for Publication]*

PASSED, APPROVED AND ADOPTED THIS 20TH DAY OF MAY, 2015.

CITY OF LAS VEGAS,  
SAN MIGUEL COUNTY, NEW MEXICO

By \_\_\_\_\_  
Alfonso E. Ortiz, Jr., Mayor

ATTEST:

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

*[Remainder of page intentionally left blank.]*

Governing Body Member \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member \_\_\_\_\_.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

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Those Voting Nay:

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Those Absent:

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\_\_\_\_\_ ( ) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS,  
SAN MIGUEL COUNTY, NEW MEXICO

By \_\_\_\_\_  
Alfonso E. Ortiz, Jr., Mayor

ATTEST:

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

*[Remainder of page intentionally left blank.]*

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SAN MIGUEL )

I, Casandra Fresquez, the duly qualified and acting City Clerk of the City of Las Vegas (the "Borrower/Grantee"), 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 the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the 1700 North Grand Ave., Las Vegas, New Mexico, on May 20, 2015 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. 15-19 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 15-01, adopted and approved on January 21, 2015 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June, 2015.

CITY OF LAS VEGAS,  
SAN MIGUEL COUNTY, NEW MEXICO

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

**EXHIBIT "A"**

Notice of Meeting, Meeting Agenda and Minutes

**\$878,000**

**WATER PROJECT FUND  
LOAN/GRANT AGREEMENT**

**Dated**

**June 26, 2015**

**By and Between the**

**NEW MEXICO FINANCE AUTHORITY,  
as Lender/Grantor,**

**and the**

**CITY OF LAS VEGAS,  
San Miguel County, New Mexico,  
as Borrower/Grantee.**

**WATER PROJECT FUND  
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated June 26, 2015, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "Finance Authority") (the "Lender/Grantor"), and the **CITY OF LAS VEGAS** in San Miguel County, New Mexico (the "Borrower/Grantee").

**WITNESSETH:**

Capitalized terms used in the following preambles of this Agreement have the same meaning as defined in the preceding paragraph or in Article I of this Agreement unless the context requires otherwise.

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended; and

WHEREAS, the Act provides that the Finance Authority may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Act and is qualified for financial assistance as determined by the Finance Authority and approved by the Water Trust Board pursuant to the Board Rules and the Policies; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow eighty-seven thousand eight hundred dollars (\$87,800) from the Lender/Grantor and to accept a grant in the amount of seven hundred ninety thousand two hundred dollars (\$790,200) from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, based upon the Finance Authority's evaluation of the Application dated April 4, 2013 of the Borrower/Grantee and dealing with the Project, the Finance Authority staff has recommended to the Water Trust Board that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant, and the Water Trust Board has authorized the Finance Authority to enter into and administer this Agreement; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Loan/Grant; and

WHEREAS, 2013 N.M. Laws Ch. 24, being Senate Bill 228 of the 2013 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has authorized the Finance Authority to enter into and administer this Agreement; and

WHEREAS, the Water Trust Board has determined that the Project is a Qualifying Water Project, and will directly enhance the health, safety, and welfare of the public served by the Borrower/Grantee; and

WHEREAS, the plans and specifications for the Project have been approved prior to the commencement of construction by the Finance Authority (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the Finance Authority, pursuant to an agreement between such agency or entity and the Finance Authority), and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the Water Trust Board and the Finance Authority and their respective officers.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

## **ARTICLE I DEFINITIONS**

The capitalized terms defined in this Article I shall have the meanings assigned therein, unless the context clearly requires otherwise.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended, and enactments of the Governing

Body relating to the Loan/Grant Agreement, including the Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 2.5 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project or to provide matching funds needed to complete the Project. The Additional Funding Amount is one hundred thirty-one thousand seven hundred dollars (\$131,700).

“Administrative Fee” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the New Mexico Water Trust Board Application for Financial Assistance dated March 4, 2013 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, Finance Manager, City Manager and City Clerk thereof; with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer thereof.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution of this Agreement by the Borrower/Grantee and the Finance Authority.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior either (1) to the submission of a Draw Request by the Finance Authority to the State Board of Finance on behalf of the Borrower/Grantee, or (2) to disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance and administration of the State.

“Draw Request” means a request for payment of eligible costs from Severance Tax Bond Funds made by the Finance Authority to the State Board of Finance on behalf of the Borrower/Grantee.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement, in an amount not exceeding five (5) percent of the Loan/Grant Amount. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Water Project Fund Financial Assistance.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes Expenses.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Loan/Grant Amount.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Expense Account” means the account established by the Finance Authority in accordance with the Resolution and held by the Finance Authority to pay the Expenses incurred by the Lender/Grantor in connection with the Loan/Grant Agreement and the Loan/Grant.

“Expenses” means the costs of the Lender/Grantor of originating and administering the Loan/Grant, and includes Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Board Rules, other applicable statutes and rules, and applicable Policies.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Borrower/Grantee as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and equals seven hundred ninety thousand two hundred dollars (\$790,200).

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by 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) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Loan/Grant Agreement and not solely to the particular section or paragraph of this Loan/Grant Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Loan/Grant Agreement, if any, as shown on Exhibit “C” hereto.

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and equals eighty-seven thousand eight hundred dollars (\$87,800).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and equals eight hundred seventy-eight thousand dollars (\$878,000).

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Loan/Grant Agreement as shown on Exhibit “C” hereto.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the water utility system.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for 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 Borrower/Grantee 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) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) 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, franchise fees payable or other transfers to the Borrower/Grantee’s general fund, liabilities incurred by the Borrower/Grantee 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.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fees pursuant to the Resolution and this Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the Finance Authority, as amended and supplemented from time to time.

“Principal Component” means the portion of each Loan Payment paid as principal on this Loan/Grant Agreement as shown on Exhibit “C” hereto.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) conservation, recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means the Borrower/Grantee’s Resolution No. 15-19, adopted May 20, 2015, authorizing the acceptance of the Loan/Grant and the execution of this Agreement.

“Severance Tax Bond Funds” means that portion of the proceeds of the severance tax bonds issued annually by the State Board of Finance pursuant to NMSA 1978, § 7-27-10.1, as amended, and which are appropriated to the Water Project Fund.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“System” means the water utility system for which current rates were established by Ordinance No. 12-13 of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES**

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants as follows:

(a) Binding Nature of Covenants; Enforceability. All covenants, stipulations, obligations, and agreements of the Borrower/Grantee contained in this Loan/Grant Agreement shall be deemed to be the covenants, stipulations, obligations, and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations, and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations, and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers, and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Resolution shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee first of the Loan Amount and then, once an amount equal to the Loan Amount has been distributed, of the Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project as well as the payment of the Expenses, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety and to pay the Expenses.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this

Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of the Taylor Well Field Expansion Phase II which will include construction of a new water storage tank at the Taylor Well No. 4 site, new booster pump station and yard piping at the Valencia and Camp Luna Tank sites, and shall include such other related work and revisions necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(h) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project and the Expenses.

(i) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and Conditions in the Agreement, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(j) Irrevocability of Enactments. While this Agreement remains outstanding, any ordinance, resolution or other enactment of the Governing Body accepting the terms hereof, pledging the Pledged Revenues, or in any way relating to the Loan/Grant or this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or

provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the Finance Authority or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(k) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute this Agreement or to comply with its obligations hereunder. Neither the execution of this Agreement by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(l) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Agreement, would constitute an Event of Default on the part of the Borrower/Grantee hereunder.

(m) Expected Coverage Ratio. The Pledged Revenues from the Fiscal Year in which the Closing Date occurs are reasonably expected to equal or exceed and, on an ongoing basis during each Fiscal year during the Agreement Term are reasonably expected to equal or exceed, one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(n) Financial Capability; Budgeting of Pledged Revenues; Approval by Department of Finance and Administration. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the Finance Authority. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement and will submit such budget on an annual basis to the Department of Finance and Administration for review and verification of compliance with this requirement.

(o) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges shall be required in order that in each Fiscal year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(p) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(q) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project during the Useful Life [of the System, or any part of the System during the Agreement Term"]; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the Lender/Grantor and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during its Useful Life. Any, such agreement shall provide that the Lender/Grantor shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) owning or operating any portion of the Project during its Useful Life. If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to abide by these restrictions with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life. The provisions of this Section shall remain effective and enforceable by the Lender/Grantor for the duration of the Useful Life of the Project.

(r) Title and Rights of Way. The Borrower/Grantee has title to, easements, rights of way or use permits on the real property upon which the Project is being constructed, located, completed or extended, and if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property. As required by NMSA 1978, § 72-4A-7(A)(3), as amended, of the Act and the Board Rules as a Condition to any disbursement of the Loan/Grant Amount for Project construction, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is to be constructed, located, completed or extended. If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(s) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, or will become available to the Borrower/Grantee within six (6) months after the Closing Date, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(t) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the Finance Authority, the Borrower/Grantee shall provide the requesting party a copy of any audit prepared pursuant to the State Audit Act.

(u) Conservation Plan. The Borrower/Grantee has submitted a water conservation plan or one is on file with the State engineer, as required by NMSA 1978, § 72-4A-7, as amended.

(v) Efficient Operation. The Borrower/Grantee will operate the System so long as this Loan/Grant Agreement is outstanding, 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 sufficient to supply reasonable demands for System services.

(w) Records. So long as the Loan/Grant Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the water system; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(x) Billing Procedure. Bills for water service or facilities, 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 the applicable ordinance of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance or regulation, water service shall be discontinued as required by such ordinance or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Water and sanitary sewer [other] utility services may be billed jointly with each other, provided that each such joint bill shall show separately the water and sanitary sewer utility charges.

(y) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(z) the Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the Water Trust Board; and

Section 2.2 Representations, Covenants, Warranties and Findings of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Borrower/Grantee as follows:

(a) Authority of Finance Authority. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

### **ARTICLE III AGREEMENT TERM**

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, which in no event shall be less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

### **ARTICLE IV LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS**

Section 4.1 Conditions Precedent to Disbursement of Loan/Grant. Prior to either (1) the submission of any Draw Request by the Finance Authority to the State Board of Finance on behalf of the Borrower/Grantee for payment of any requisition of the Loan/Grant Amount or any portion thereof, or (2) the disbursement of the Loan/Grant Amount or any portion thereof by the Finance Authority from the Water Project Fund, the following Conditions and readiness to proceed items shall be satisfied:

(a) The Finance Authority, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is to be constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved on behalf of the Finance Authority as required by NMSA 1978, § 72-4A-7(B), as amended, by the New Mexico Environment Department, and the

Borrower/Grantee shall have provided written evidence of such approval to the Finance Authority; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No Draw Request shall be made to the State Board of Finance by the Finance Authority on behalf of the Borrower/Grantee, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the Finance Authority that such disbursement is for payment of Eligible Items, and that the Draw Request or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The Finance Authority, as a condition precedent to submitting any Draw Request to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the Finance Authority deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

## ARTICLE V

### LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

#### Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "C" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act .

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning June 1, 2016, pay to the Lender/Grantor an administrative fee equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a hardship waiver of payment is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the Finance Authority for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. Although such determination shall be made by the New Mexico Department of Finance and Administration (the "DFA"), the Borrower/Grantee shall submit such application to DFA through the Finance Authority for determination by DFA and shall submit with such application sufficient documentation of the existence of such undue hardship as is reasonably required by DFA (as determined by the Finance Authority and DFA) to make such determination, and the Borrower/Grantee shall promptly respond to additional requests for information from DFA or the Finance Authority. Such application shall be executed by the Authorized Officers of the Borrower/Grantee. For purposes of this Agreement and that determination, an "undue hardship" shall be deemed to exist if DFA determines that the Borrower/Grantee demonstrates economic need and the inability to pay on a timely basis such annual principal payment on the Loan Amount. DFA shall make such determination no later than May 15 of the applicable year, and the Finance Authority shall promptly communicate to the Borrower/Grantee in writing the results of such determination. Upon receipt of written notice of such determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or such principal payment shall remain outstanding and due and payable on such date (in the event no undue hardship is determined to exist).

(b) Grant to the Borrower/Grantee. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The Finance Authority shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the Finance Authority. The Borrower/Grantee hereby acknowledges and consents to the establishment and maintenance of the Project Account and pledges to the Lender/Grantor all its rights, title and interest in the Loan/Grant Amount including the Project Account, for the purpose of securing the Borrower/Grantee's obligations under this Agreement. The Loan/Grant Amount shall be disbursed as provided in Section 7.2 hereof.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the Finance Authority that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the Finance Authority shall:

(a) request from the State Board of Finance the transfer of Severance Tax Bond Funds and/or itself transfer from the Water Project Fund to the Expense Account amounts which together are sufficient to pay the Expenses of the Lender/Grantor, as shown on the Term Sheet, the amount requested or disbursed from each Fund being in the sole discretion of the Finance Authority; and

(b) make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount requested from the State Board of Finance pursuant to a Draw Request or made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the Finance Authority may be invested by the Finance Authority for the credit of the Water Project Fund.

## **ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE**

Section 6.1 Payment Obligations Limited to Pledged Revenues; Pledge of the Pledged Revenues. The Borrower/Grantee promises to make the Loan Payments and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. The Borrower/Grantee does hereby pledge and grant a lien on and a security interest in and conveys, assigns and pledges unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to make the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act), and (ii) all other rights hereinafter granted, for securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Amount, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, provided, however that if the Borrower/Grantee, its successors or assigns, shall well and truly pay, or cause to be paid the Loan Amount at the time and in the manner contemplated by this Agreement, according to the true intent and meaning hereof, the Administrative Fees and all other amounts due or to become due under this

Agreement in accordance with its terms and provisions then, upon such final payment or provision for payment by the Borrower/Grantee, the provisions of this Agreement and the rights created thereby with respect to the Loan Amount shall terminate and the Lender/Grantor shall give a written release or such other confirmation as may be necessary to remove any encumbrances upon the Pledged Revenues; otherwise, such provisions of this Agreement shall remain in full force and effect.

The pledge of the Pledged Revenues, the security interest in and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee, the Finance Authority, and the Water Trust Board acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on or security interest in any class or source of Borrower/Grantee's moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee's moneys including the Pledged Revenues. In addition, the Pledged Revenues not required to meet the obligation of the Borrower/Grantee under this Agreement may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the Finance Authority to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments of principal payable on June 1 beginning in the year 2016 and continuing through the year 2035 as set forth more fully in Exhibit "C" to this Agreement. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee

hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at anytime, without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

## ARTICLE VII THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, which shall in no event be less than twenty (20) years, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized

representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the Finance Authority shall, in its sole and absolute discretion: (1) submit a Draw Request to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The Finance Authority shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the Finance Authority and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No Draw Request shall be made to the State Board of Finance, and no disbursement shall be made from the Water Project Fund, of the Loan/Grant Amount, or any portion thereof, without the approval of the Finance Authority and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on September 30, 2015, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the Finance Authority or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon the earlier of (1) the completion of the Project, or (2) the expenditure of the whole Loan/Grant Amount, an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after the date which is

three (3) years from the Closing Date, unless a later date is approved in writing by an Authorized Officer of the Finance Authority.

**Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.** (a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the Finance Authority shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended. The Finance Authority shall further determine, in its sole discretion, whether any portion of such unexpended Loan/Grant Amount consists of Severance Tax Bond Funds and, if so, shall, within six (6) months of receipt of the completion certificate required by Section 7.5 hereof, cause such portion of the unexpended Loan/Grant Amount to be returned to the severance tax bond fund pursuant to NMSA 1978, § 7-27-10.1, as amended; (b) In the event that a portion of the Loan/Grant Amount remains unexpended after the date which is three (3) years from the Closing Date, and no later date has been approved by an Authorized Officer of the Finance Authority, pursuant to Section 7.5 hereof, the Finance Authority shall further determine, in its sole discretion, whether any portion of such unexpended Loan/Grant Amount consists of Severance Tax Bond Funds and, if so, shall, within six (6) months of the date which is three (3) years after the Closing Date, cause such portion of the unexpended Loan/Grant Amount to be returned to the severance tax bond fund. Upon the occurrence of either event described in (a) or (b) above, the Finance Authority shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Loan/Grant Agreement shall terminate.

## **ARTICLE VIII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS**

**Section 8.1 Further Assurances and Corrective Instruments.** The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

**Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee.** Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

**Section 8.3 Selection of Contractors.** All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

Section 8.5 Application of Act and Board Rules. The Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

**ARTICLE IX  
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR**

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody

and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the Finance Authority harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority, shall defend the Finance Authority in any such action or proceeding.

## **ARTICLE X EVENTS OF DEFAULT AND REMEDIES**

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable; or

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect.

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.2 hereof, the Lender/Grantor may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor; or

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder; or

(h) The Borrower/Grantee shall be responsible for reimbursing the Lender/Grantor for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the Finance Authority shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

**ARTICLE XI  
MISCELLANEOUS**

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Las Vegas  
Attn.: City Manager  
1700 North Grand Ave.  
Las Vegas, New Mexico 87701

If to the Finance Authority, then to:

New Mexico Finance Authority  
Attn.: Chief Executive Officer  
207 Shelby Street  
Santa Fe, New Mexico 87501

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by and Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the

Lender/Grantor, either directly or through the Finance Authority, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee and the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

*[Remainder of page intentionally left blank.]*

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on June 12, 2013 and March 12, 2014 and by the Finance Authority's Board of Directors on June 26, 2013 and March 26, 2015, in its respective corporate name with its corporate seal affixed hereto and attested by their duly authorized officers; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly authorized officers thereof. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Chief Executive Officer or Designee

ATTEST:

By \_\_\_\_\_

Prepared for Execution by Officers of the  
New Mexico Finance Authority:

VIRTUE & NAJJAR, PC  
As Loan/Grant Counsel

By \_\_\_\_\_  
Richard L. C. Virtue

Approved for Execution by Officers of the  
New Mexico Finance Authority:

By \_\_\_\_\_  
Daniel C. Opperman  
Finance Authority General Counsel

BORROWER/GRANTEE:

CITY OF LAS VEGAS,  
SAN MIGUEL COUNTY, NEW MEXICO

By \_\_\_\_\_  
Alfonso E. Ortiz, Jr., Mayor

ATTEST:

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

**EXHIBIT "A"**

**TERM SHEET**

**\$878,000 WATER PROJECT LOAN/GRANT TO THE  
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO**

**Project Description:** The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of the Taylor Well Field Expansion Phase II which will include construction of a new water storage tank at the Taylor Well No. 4 site, new booster pump station and yard piping at the Valencia and Camp Luna Tank sites, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the Finance Authority as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.

**Grant Amount:** \$790,200

**Loan Amount:** \$87,800

**Pledged Revenues:** "Net System Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the water utility system.

**Outstanding  
Senior Obligations for  
Pledged Revenues:**

2013 NMFA DW Loan (2727-DW), Matures 6/2034;  
2013 NMFA DW Loan (2878-DW), Matures 6/2035;  
2013 NMFA DW Loan (2910-DW), Matures 6/2035;  
2013 NMFA DW Loan (2911-DW), Matures 6/2035;  
2014 NMFA DW Loan (3043-DW), Matures 6/2036; and  
2014 NMFA DW Loan (3046-DW), Matures 6/2036.

**Outstanding Parity  
Obligations:**

NMFA WTB Loan (061 WTB), Matures 6/2027;  
2011 NMFA WTB Loan (0197-WTB), Matures 6/2031;  
2011 NMFA WTB Loan (0218-WTB), Matures 6/2031;  
2012 NMFA WTB Loan (0251-WTB), Matures 6/2032;  
and 2014 NMFA WTB Loan (0286-WTB), Matures  
6/2034.

**Authorizing Legislation:** Borrower/Grantee Resolution No. 15-19,  
adopted May 20, 2015

**Additional Funding Amount:** \$131,700

**Closing Date:** June 26, 2015

**Project Account Amount:** \$878,000

**Expense Account Deposit:** \$0

**Administrative Fee:** 0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to Finance Authority of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

**EXHIBIT "B"**

**FORM OF REQUISITION**

RE: \$878,000 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the City of Las Vegas, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. 287-WTB

Closing Date: June 26, 2015

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account – City of Las Vegas with regard to the above-referenced Loan/Grant Agreement the following:

REQUISITION NUMBER: \_\_\_\_\_

NAME AND ADDRESS OF PAYEE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

**WIRING INFORMATION**

BANK NAME:	_____
ACCOUNT NUMBER:	_____
ROUTING NUMBER:	_____

---

AMOUNT OF PAYMENT: \$ \_\_\_\_\_

PURPOSE OF PAYMENT: \_\_\_\_\_

ELIGIBLE ITEM CATEGORY (See below): \_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer

Title: \_\_\_\_\_

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – City of Las Vegas. All representations contained in the Loan/Grant Agreement and the related closing documents remain true and correct and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant have been or will be used to pay the costs of Eligible Items, as defined in the Loan/Grant Agreement. Eligible Items are (1) matching requirements for federal and local cost shares, (2) engineering feasibility reports, (3) contracted engineering design, (4) inspection of construction, (5) special engineering services, (6) environmental or archeological surveys, (7) construction, (8) land acquisition, (9) easements and rights of way, (10) Eligible Legal Costs and (11) Eligible Fiscal Agent Fees, subject to limitations as set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the Finance Authority the New Mexico Environment Department, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

**EXHIBIT "C"**

**PAYMENT PROVISIONS OF THE LOAN**

The Loan Amount shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2016 and ending June 1, 2035. The Loan Amount shall be prepayable at any time without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

**[ATTACH DEBT SERVICE SCHEDULE]**

**EXHIBIT "D"**

**WATER TRUST BOARD PROJECT STATUS REPORT  
PREPARED FOR THE  
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient Names: <b>City of Las Vegas</b>		WTB Project Number: <b>287-WTB</b>	
Recipient Contact:		WTB Project Name: <b>Taylor Well Field Expansion Phase II</b>	
Phone Number:		Project Type: <b>Water, Storage, Conveyance and Delivery Project</b>	
Quarterly Project Report <input type="checkbox"/>		Final <input type="checkbox"/>	Other <input type="checkbox"/>
Report Period: From - ___ / ___ / ___		To - ___ / ___ / ___	
Contract Expiration: _____			
Total WTB Award: \$ _____ Current Balance: \$ _____			
Loan % 10      Grant % 90      Match % 15			
Expected WTB Award Expenditure Next Quarter: \$ _____			
Amount of Local Match Expended to Date: \$ _____			
Expected Local Match Expenditure Next Quarter: \$ _____			
Project Phase: Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction <input type="checkbox"/>			
PROJECT TIME:      Original Completion Date: _____			
Current Completion Date: _____			
Days Remaining for Completion _____			
Percent Project is Complete _____ %      On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Briefly Describe Project Progress During This Reporting Period:			
Issues Addressed During This Period (Indicate any current and/or anticipated issues that remain unresolved):			
Goals/Milestones With Timeline or Dates For The Next Reporting Period:			
Name and Title of Authorized Representative: (Print)		Authorized Representative Signature:	
Date: _____			



Sources and Uses of Funds

City of Las Vegas

0287-WTB: Taylor Well Field Expansion Phase II

Sources:

Bond Proceeds:

Par Amount	87,800.00
	87,800.00

Uses:

Project Fund Deposits:

Project Fund	87,800.00
	87,800.00

Bond Summary Statistics

City of Las Vegas

0287-WTB: Taylor Well Field Expansion Phase II

Dated Date 6/26/2015  
 Delivery Date 6/26/2015  
 Last Maturity 6/1/2035

Arbitrage Yield 0.249993%  
 True Interest Cost (TIC) 0.249993%  
 Net Interest Cost (NIC) 0.250005%  
 All-In TIC 0.249993%  
 Average Coupon 0.250005%

Average Life (years) 10.546  
 Duration of Issue (years) 10.375

Par Amount 87,800.00  
 Bond Proceeds 87,800.00  
 Total Interest 2,314.92  
 Net Interest 2,314.92  
 Total Debt Service 90,114.92  
 Maximum Annual Debt Service 4,521.94  
 Average Annual Debt Service 4,521.45

Underwriter's Fees (per \$1000)

Average Takedown  
 Other Fee

-----  
 -

Total Underwriter's Discount

Bid Price 100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	87,800.00	100.000	0.250%	10.546
	87,800.00			10.546

	TIC	All-In TIC	Arbitrage Yield
Par Value	87,800.00	87,800.00	87,800.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	87,800.00	87,800.00	87,800.00
Target Date	6/26/2015	6/26/2015	6/26/2015
Yield	0.249993%	0.249993%	0.249993%

Bond Debt Service  
City of Las Vegas  
0287-WTB: Taylor Well Field Expansion Phase II

Period Ending	Principal	NMFA		Debt Service
		Administrative Rate	Administrative Fee	
6/1/2016	4,003	0.250%	204.26	4,207.26
6/1/2017	4,312	0.250%	209.50	4,521.50
6/1/2018	4,323	0.250%	198.72	4,521.72
6/1/2019	4,334	0.250%	187.90	4,521.90
6/1/2020	4,344	0.250%	177.08	4,521.08
6/1/2021	4,355	0.250%	166.22	4,521.22
6/1/2022	4,366	0.250%	155.32	4,521.32
6/1/2023	4,377	0.250%	144.40	4,521.40
6/1/2024	4,388	0.250%	133.46	4,521.46
6/1/2025	4,399	0.250%	122.50	4,521.50
6/1/2026	4,410	0.250%	111.50	4,521.50
6/1/2027	4,421	0.250%	100.48	4,521.48
6/1/2028	4,432	0.250%	89.42	4,521.42
6/1/2029	4,443	0.250%	78.34	4,521.34
6/1/2030	4,454	0.250%	67.24	4,521.24
6/1/2031	4,465	0.250%	56.10	4,521.10
6/1/2032	4,477	0.250%	44.94	4,521.94
6/1/2033	4,488	0.250%	33.74	4,521.74
6/1/2034	4,499	0.250%	22.52	4,521.52
6/1/2035	4,510	0.250%	11.28	4,521.28
	87,800		2,314.92	90,114.92

Bond Solution  
City of Las Vegas  
0287-WTB: Taylor Well Field Expansion Phase II

Period Ending	Proposed Principal	Proposed Debt Service	Existing Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
6/1/2016	4,003	4,207	85,948	90,155	1,000,017	909,862	1,109.21672%
6/1/2017	4,312	4,522	98,922	103,443	1,000,017	896,574	966.73072%
6/1/2018	4,323	4,522	98,913	103,435	1,000,017	896,582	966.80549%
6/1/2019	4,334	4,522	98,906	103,428	1,000,017	896,589	966.86924%
6/1/2020	4,344	4,521	98,898	103,419	1,000,017	896,598	966.95263%
6/1/2021	4,355	4,521	98,892	103,413	1,000,017	896,604	967.01341%
6/1/2022	4,366	4,521	98,884	103,405	1,000,017	896,612	967.08841%
6/1/2023	4,377	4,521	98,878	103,399	1,000,017	896,618	967.14060%
6/1/2024	4,388	4,521	98,868	103,389	1,000,017	896,628	967.23508%
6/1/2025	4,399	4,522	98,863	103,385	1,000,017	896,632	967.27812%
6/1/2026	4,410	4,522	98,854	103,375	1,000,017	896,642	967.36401%
6/1/2027	4,421	4,521	98,847	103,369	1,000,017	896,648	967.42709%
6/1/2028	4,432	4,521	98,838	103,359	1,000,017	896,658	967.51357%
6/1/2029	4,443	4,521	98,830	103,352	1,000,017	896,665	967.58678%
6/1/2030	4,454	4,521	98,823	103,344	1,000,017	896,673	967.65550%
6/1/2031	4,465	4,521	98,816	103,337	1,000,017	896,680	967.71993%
6/1/2032	4,477	4,522	86,370	90,892	1,000,017	909,125	1,100.22554%
6/1/2033	4,488	4,522	83,363	87,885	1,000,017	912,132	1,137.86891%
6/1/2034	4,499	4,522	83,365	87,886	1,000,017	912,131	1,137.85415%
6/1/2035	4,510	4,521	65,545	70,066	1,000,017	929,951	1,427.25287%
	87,800	90,115	1,887,624	1,977,739	20,000,340	18,022,601	

**NEW MEXICO FINANCE AUTHORITY**

**FINAL OPINION OF COUNSEL**

To: New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, New Mexico 87501

Re: City of Las Vegas, San Miguel County, New Mexico  
\$878,000 Loan/Grant No. 287-WTB

Ladies and Gentlemen:

I am an attorney representing the City of Las Vegas (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the "Lender/Grantor") is relying on all representations herein made by me on behalf of my client and but for these representations, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 15-19 adopted by the Governing Body of the Borrower/Grantee on May 20, 2015 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Las Vegas Water Project Fund Application dated April 4, 2013, the New Mexico Water Trust Board Approval dated June 12, 2013 and March 12, 2014 and the New Mexico Finance Authority Approval dated June 26, 2013 and March 26, 2015 for Loan/Grant No. 287-WTB (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The incorporation documents creating the Borrower/Grantee.
- (3) The annual open meetings act resolution or resolutions of the Borrower/Grantee in effect on May 20, 2015 and on June 26, 2015 ("Open Meeting Act Resolution").
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action

of the Borrower/Grantee relating to (a) the selection of its Mayor, City Council, and City Clerk; (b) the adoption of the Borrower/Grantee's Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Finance Authority; (i) the Resolution authorizing the Mayor to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.

- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing incorporated municipality under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right, power and authority to:
  - (1) acquire, construct, install and complete the Project;
  - (2) execute and deliver Loan/Grant documents including those identified above;
  - (3) perform all acts required by such Loan/Grant documents to be done by it; and
  - (4) own, operate and maintain the Project during its Useful Life.
  - (5) carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.

- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- H. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion.
- I. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- J. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- K. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Finance Authority and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay

the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

- L. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- M. No legal proceedings have been instituted or are pending, and to the best of my knowledge after due investigation none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- N. The Borrower/Grantee has acquired as legally bound to acquire pursuant to the Loan/Grant Agreement all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.
- O. The Borrower/Grantee has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 26th day of June, 2015.

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Dave E. Romero  
Attorney for Borrower/Grantee,  
1700 N. Grand Ave.  
Las Vegas, New Mexico 87701

**\$878,000**  
**CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO**  
**WATER PROJECT FUND LOAN/GRANT**  
**No. 287-WTB**

STATE OF NEW MEXICO )  
 ) ss. **GENERAL AND**  
COUNTY OF SAN MIGUEL ) **NO LITIGATION**  
 ) **CERTIFICATE**

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk for the City of Las Vegas (the "Borrower/Grantee") in the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 15-19 adopted by the Governing Body of the Borrower/Grantee on May 20, 2015 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing incorporated municipality under the laws of the State of New Mexico.

2. From at least June 26, 2013 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Mayor: Alfonso E. Ortiz, Jr.

Councilors: Tonita Gurule Giron  
Vincent Howell  
Joseph Herrera  
David Romero

City Clerk: Casandra Fresquez

Finance Director: Ann Marie Gallegos

Interim City Manager: Elmer Martinez

Attorney: Dave E. Romero

3. Based on data collected during the 2010 Census, the population of the City of Las Vegas is than seventy-five percent (75%) English speaking and less than seventy-five percent (75%) Spanish Speaking.

4. Notice of adoption of the Resolution was published in English in the *Las Vegas Optic*, a newspaper qualified to publish legal notices that is of general circulation in San Miguel County, New Mexico.

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority, as authorized by the Resolution.

6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, neither the Mayor, the City Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 1700 North Grand Ave., Las Vegas, New Mexico, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's

Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on January 21, 2015 (“Open Meeting Act Resolution”) establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 15-01 which resolution was effective on May 20, 2015 and has not been amended, repealed or rescinded.

14. The Mayor and the City Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

15. This Certificate is for the benefit of the Finance Authority.

16. This Certificate may be executed in counterparts.

*[Signature page follows.]*

WITNESS our signatures and the seal of the Borrower/Grantee this 26th day of June, 2015.

CITY OF LAS VEGAS,  
SAN MIGUEL COUNTY, NEW MEXICO

(SEAL)

By \_\_\_\_\_  
Alfonso E. Ortiz, Jr., Mayor

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

**\$878,000**  
**CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO**  
**WATER PROJECT FUND LOAN/GRANT**  
**No. 287-WTB**

**RIGHT-OF-WAY CERTIFICATE**

The undersigned on behalf of the City of Las Vegas (the "Borrower/Grantee"), an incorporated municipality in the County of San Miguel and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
  2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
  3. That the attached plats and parcel descriptions show the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
  4. Exceptions: None.
- 

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Las Vegas as of this 26th day of June, 2015.

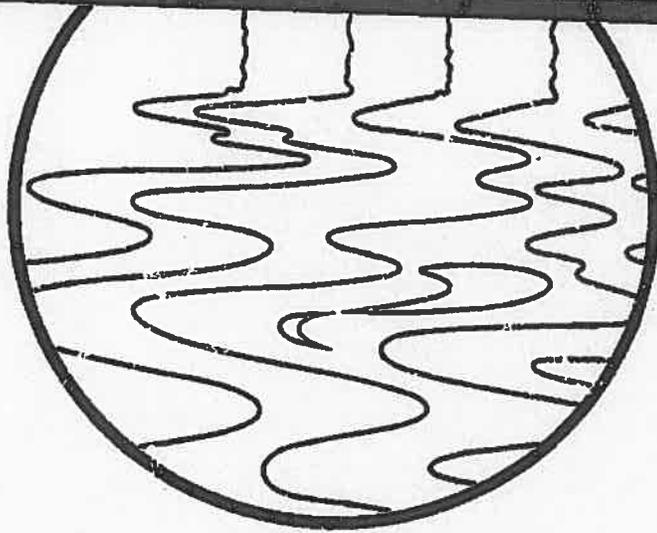
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Dave E. Romero  
Attorney for Borrower/Grantee,  
1700 N. Grand Ave.  
Las Vegas, New Mexico 87701

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# **LAS VEGAS WATER SYSTEM TRANSFER**

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**PNM**  
**PUBLIC SERVICE COMPANY OF NEW MEXICO**

**EXHIBIT B**  
**REAL ESTATE**

Parcel A	The Taylor Ranch	789.87	acres
Parcel B	Taylor Well Sites (5)	2.58	acres
Parcel D	Service Center	1.36	acres
Parcel F	Luna Elevated Tank and Pump	.97	acres
Parcel G	Luna 2.5 million tank	1.	acres
Parcel H	Bradner-Peterson Site	284.75	acres
Parcel I	Bradner-Peterson Reservoirs	29.01	acres
	5 m. Gallon Tank and Filtration Plant		
Parcel J	Montezuma Well Site	2.85	acres
Parcel K	Watershed Tract #11	1.10	acres
Parcel L	Watershed Tract #6	86.45	acres
Parcel M	PNM Land Leased to City	87.945	acres
Parcel N	Watershed Tract #2	.7995	acres
Parcel O	Ice Dam Tract #9	65.	acres
Parcel P	Watershed Tract #5	354.70	acres
Parcel P-1	Settling Basin Alum House	—	
Parcel Q	Watershed Tract #3	212.8	acres
Parcel R	Watershed Tract #4	29.72	acres

TAYLOR RANCH

PARCEL A

Beginning at a point on the west boundary line of this tract which is west 600 feet from the SE corner of Section 32, T16N, R16E, N.M.P.M.; thence N 2640 feet along east side of road easement; thence E 790 feet to fence corner on east side of an arroyo; thence along said arroyo N 25°23'W, 803 feet, N 11°13'W, 150 feet; thence N 67°0'E, 620 feet; thence N 19°10'W, 6250 feet, more or less, to the above mentioned arroyo; thence along said arroyo, upstream N 37°06'W, 458 feet N 42°34'E, 349 feet to the NW corner of this tract; thence N 78°20'E, 772 feet, N 69°21'E, 1333 feet to the NE corner of this tract on top of Creston; thence along the top of Creston, S 21°42'E, 644 feet, S 31°28'E, 1605 feet, S 21°30'E, 1750 feet S 11°E 802 feet, S 20°38'E, 2361 feet, S 16°44'E, 896 feet; thence S 72°57' W, 595 feet, descending said Creston; thence along the foot of Creston S 5°20'E, 1630 feet, S 15°15'E, 2930 feet, S 8°E, 910 feet to the SE corner of this tract; thence N 76°0'W, 1470 feet; thence N 40°06'E, 230 feet, crossing the Las Vegas-Mineral Hill Road; thence following fence along the northerly side of said road; N 44°30'W, 1315 feet, N 70°0'W, 750 feet, N 81°18'W, 448 feet, S 81°46'W, 940 feet to the SW corner of this tract; thence leaving said fence and N 130 feet to the place of beginning, containing 803.61 acres, more or less.

**EXCEPTING THEREFROM:**

8.58 acres of land, more or less, conveying to Warranty Deed to Dee Bibb, dated August 15, 1960, recorded in Book 207 at pages 158-159 of the records of Warranty Deed in the County Clerk's Office of San Miguel County, New Mexico.

**THERE IS ALSO EXCEPTED:**

Tracts numbered from 1 to 5 inclusive, each for 00.516 of an acre, more or less, heretofore conveyed by Warranty Deed, dated December 16, 1957, to Public Service Company of New Mexico, which deed was filed for record and recorded in Deed Record 193, pages 289-290, Records of San Miguel County, New Mexico.

Which first described tract, less the excepted tracts, contains 792.45 acres, more or less.

TAYLOR RANCH WELL SITES

PARCEL B

TRACT NO. 1

Beginning at 5/8 inch rod at the most southerly corner of this tract, from which the most westerly corner of Well Location No. 2 bears south 08 degrees 03 minutes east 1929 feet; thence north 53 degrees 35 minutes west 150 feet to 5/8 inch rod at the most westerly corner; thence north 36 degrees 25 minutes east 150 feet to 5/8 inch rod at the most northerly corner; thence south 53 degrees 35 minutes east 150 feet to 5/8 inch rod at the most easterly corner; thence south 36 degrees 25 minutes west 150 feet to the place of beginning, containing 00.516 of an acre, more or less.

TRACT NO. 2

Beginning at 5/8 inch rod at the most westerly corner of this tract which corner bears south 08 degrees 03 minutes east 1929 feet from the most southerly corner of Well Location No. 1; thence north 65 degrees 04 minutes east 150 feet to 5/8 inch rod at the most northerly corner; thence south 24 degrees 56 minutes east 150 feet to 5/8 inch rod at the most easterly corner; thence south 65 degrees 04 minutes west 150 feet to 5/8 inch rod at the most southerly corner, from which the northwest corner of Well Location No. 4 bears south 03 degrees 39 minutes west

1414.70 feet; thence north 24 degrees 56 minutes west 150 feet to the place of beginning, containing 00.516 of an acre, more or less.

TRACT NO. 3

Beginning at 5/8 inch rod at the southeast corner of this tract, from which the southeast corner of the H. M. Taylor property bears south 76 degrees 00 minutes east 57.30 feet; thence north 76 degrees 00 minutes west 150 feet to 5/8 inch rod at the southwest corner; thence north 14 degrees 00 minutes east 150 feet to 5/8 inch rod at the northwest corner; thence south 76 degrees 00 minutes east 150 feet to 5/8 inch rod at the northeast corner; thence south 14 degrees 00 minutes west 150 feet to the place of beginning, containing 00.516 of an acre, more or less.

TRACT NO. 4

Beginning at 5/8 inch rod at the northwest corner of this tract which corner bears south 03 degrees 39 minutes west 1414.70 feet from the most southerly corner of Well Location No. 2; thence south 79 degrees 51 minutes east 150 feet to 5/8 inch rod at the northeast corner; thence south 10 degrees 09 minutes west 150 feet to 5/8 inch rod at the southeast corner; thence north 79 degrees 51 minutes west 150 feet to 5/8 inch rod at the southwest corner, from which a 5/8 inch rod at angle in fence on south line of the H. M. Taylor property, on north line of Mineral Hill Road, bears south 67 degrees 40 minutes west 425 feet; thence north 10 degrees 09 minutes east 150 feet to the place of beginning, containing 00.516 of an acre, more or less.

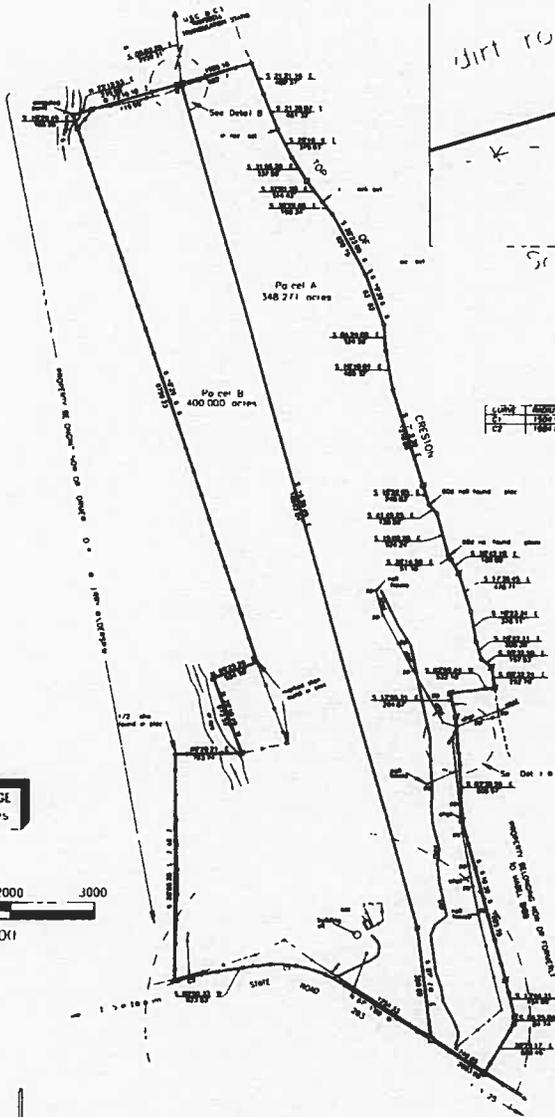
TRACT NO. 5

Beginning at 5/8 inch rod at the southeast corner of this tract which corner bears north 47 degrees 00 minutes west 1710 feet from the most northerly corner of Well Location No. 1; thence south 67 degrees 25 minutes west 150 feet to 5/8 inch rod at the southwest corner; thence north 22 degrees 35 minutes west 150 feet to 5/8 inch rod at the northwest corner; thence north 67 degrees 25 minutes east 150 feet to 5/8 inch rod at the northeast corner; thence south 22 degrees 35 minutes east 150 feet to the place of beginning, containing 00.516 of an acre.

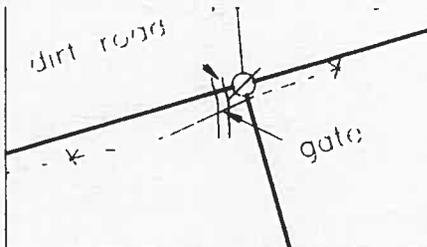


TOTAL ACREAGE  
48 271 acres

0 1000 2000 3000  
Scale 1" = 100'

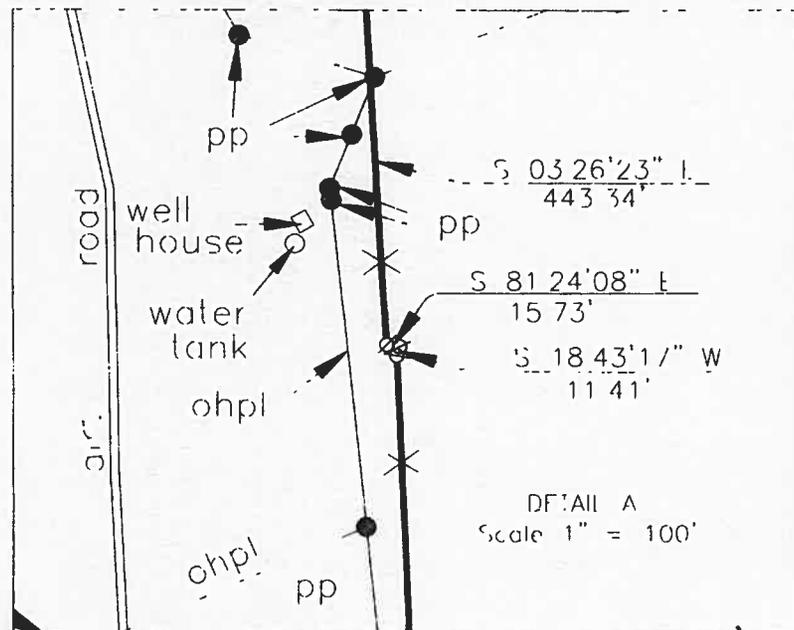


DETAIL B

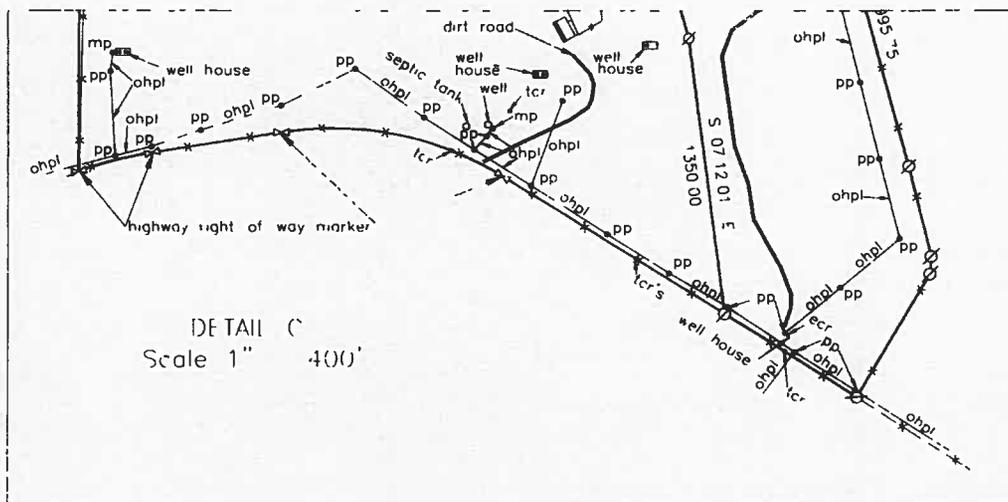


Scale 1" = 100'

NO.	DESCRIPTION	DATE	BY	REVISION
1	AS SHOWN	1999.12	WJA	1
2	AS SHOWN	2000.07	WJA	2
3	AS SHOWN	2000.07	WJA	3
4	AS SHOWN	2000.07	WJA	4
5	AS SHOWN	2000.07	WJA	5
6	AS SHOWN	2000.07	WJA	6



DETAIL A  
Scale 1" = 100'



DETAIL C  
Scale 1" = 400'

LEGEND

- o open iron boundary line
- approximate boundary
- direction of flow of a flow
- barbed wire or electric fence
- 1/2 capped rubber set marked WINSTON PLS 6999
- 50d nail set and tagged with brass tag marked WINSTON PLS 6999
- power pole
- overhead power line
- telephone cable line
- electric cable set

7162  
 FILED IN MY OFFICE  
 AT 10:54 CLOCK  
 DATE 6-27-01  
 COUNTY CLERK AND RECORDER  
 SAGUARO COUNTY  
 BY Frank Neeley  
 DEPUTY  
 BOOK 38 PAGE 260



BOUNDARY SURVEY AND LAND DIVISION

DATE JUNE 2001  
 DRAWN BY JDE  
 SHEET 2 OF 2  
 REWISED  
 REWISED BY

PREPARED FOR  
**CITY OF LAS VEGAS**

prepared by WINSTON & ASSOCIATES, INC.  
 LAND SURVEYING  
 1100 DOUGLAS AVENUE  
 LAS VEGAS NEW MEXICO 87701  
 PHONE (505) 426-7717

00-092

THE BOUNDARY SURVEY AND DIVISION OF THAT PARCEL OF LAND KNOWN AS THE TAYLOR WELLS PROPERTY BELONGING TO THE CITY OF LAS VEGAS AND BEING LOCATED WITHIN THE LAS VEGAS LAND GRANT WITHIN PROJECTED SECTIONS 29 & 32 TOWNSHIP 16 NORTH, RANGE 16 EAST, N M P M SOUTHWEST OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

SURVEYOR'S NOTES

- 1) All bearings and tie are based on New Mexico State Highway Department Right-of-Way data
- 2) The division of the parcel of land shown hereon is in accordance with the verbal instructions of David Romero Attorney for the City of Las Vegas
- 3) The parcel of land shown hereon may be subject to easements, reservations and restrictions of record which pertain

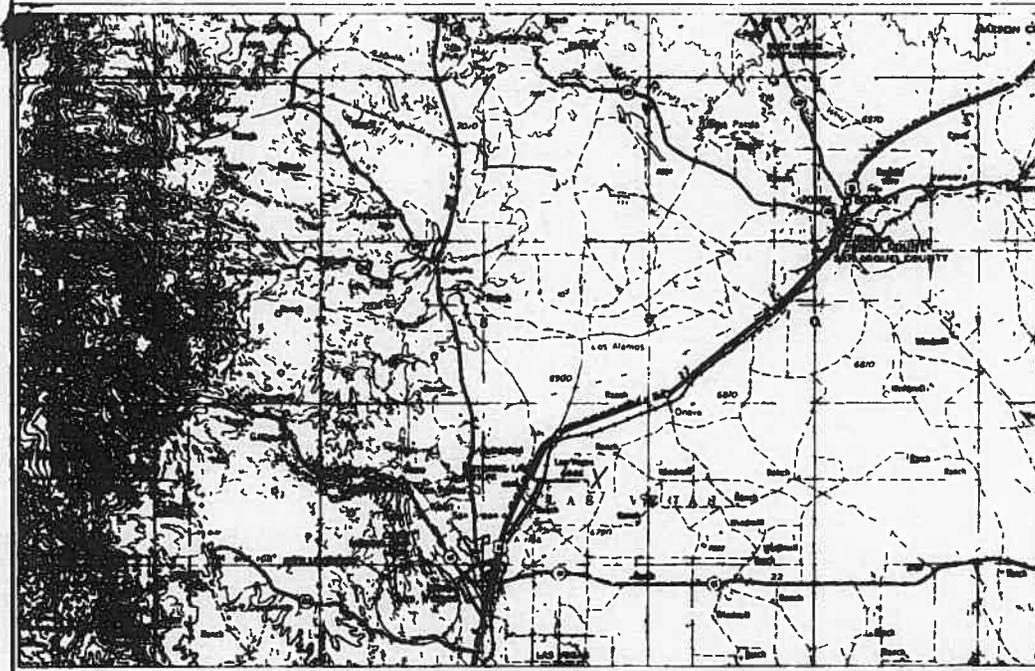
**7162**

FILED IN MY OFFICE  
 AT 10:50 O'CLOCK AM  
 DATE 6-27-01  
 COUNTY CLERK AND RECORDER  
 SAN MIGUEL COUNTY  
 BY *Paul Harty*  
 DEPUTY *M. Serrano*  
 BOOK 38 PAGE 20

REFERENCE DOCUMENTS

- 1) QUITCLAIM DEED from Public Service Company of New Mexico, a New Mexico corporation to City of Las Vegas, New Mexico, a municipal corporation recorded in Book 229, Page 4997 in the Office of the San Miguel County Clerk
- 2) SPECIAL WARRANTY DEED from Michael G Goding & Dolores G Goding, his wife to Clifton Wilderspin & Terry Wilderspin, his wife recorded in Book 229, Page 42 in the Office of the San Miguel County Clerk
- 3) WARRANTY DEED from Michael G Goding & Dolores G Goding, his wife to Clifton Wilderspin & Terry Wilderspin, his wife recorded in Book 229, Page 41 in the Office of the San Miguel County Clerk
- 4) Plot showing survey for Dee Bibb Land of H M Taylor prepared by H E Biesman
- 5) Plot of survey prepared for Michael Goding prepared by Georg Vedeler N M P E and L S 5707 on June 20, 1975
- 6) Plot of the cut-off survey of a Tract from the lands of Cliff Wilderspin, Et Ux prepared by Joe M Sisneros PLS NM 6847 drawing number W 768 24 SM
- 7) Plot showing location of Wells of the Public Service Company
- 8) Ted Winston-Land Surveyor plot number 84241- 24' prepared for City of Las Vegas Rodriguez Park
- 9) Plot showing land of Harold Hawks for Ross Taylor prepared by H E Biesman
- 10) RELEASE AND SETTLEMENT AGREEMENT USDC cause no CIV 99-1394 LH/DJS
- 11) EASEMENT recorded in Book 117, Page 606 in the Office of the San Miguel County Clerk
- 12) WARRANTY DEED from Harold Hawks to Herbert M Taylor recorded in Book 176, Pages 231-235 in the Office of the San Miguel County Clerk
- 13) WARRANTY DEED from Herbert M Taylor Ross E Taylor and Helen V Taylor, & Kenneth L Taylor to Public Service Company of New Mexico recorded in Book 207, Pages 158-159 and Book 193, Pages 289-290 in the Office of the San Miguel County Clerk
- 14) TRANSFER OF RIGHTS from Public Service Company of New Mexico to City of Las Vegas recorded in Book 230 Page 389 in the Office of the San Miguel County Clerk
- 15) EASEMENT recorded in Book 230 Page 769 in the Office of the San Miguel County Clerk

LOCATION MAP



SURVEYOR'S CERTIFICATION

I Edward G. Winston, Jr. a New Mexico Registered Professional Surveyor certify that I conducted and am responsible for this survey made on Dec. 2000 to June 2001 that this survey is true and correct to the best of my knowledge and belief and that this survey and Plot meet the minimum Standards for Land Surveying in New Mexico

*Edward G. Winston, Jr.*  
 Edward G. Winston, Jr. N M P L S 6999

DATE 6/27/01

INDEXING INFORMATION FOR COUNTY CLERK

Recorded Owner City of Las Vegas  
 Sections 29 & 32 Township 16 North Range 16 East N M P M  
 (Projected into the Las Vegas Land Grant)  
 Southwest of the City of Las Vegas  
 Uniform Parcel Code 1 090 096 783 332

**BOUNDARY SURVEY AND LAND DIVISION**

DATE JUNE 2001  
 DRAWN BY ZOE  
 SHEET 1 OF 2  
 REVIEWED  
 REVISED BY

PREPARED FOR  
**CITY OF LAS VEGAS**

Prepared by WINSTON & ASSOCIATES, INC.  
 LAND SURVEYING  
 1100 DOUGLAS AVENUE  
 LAS VEGAS, NEW MEXICO 87701  
 PHONE (505) 425-7717

00-092

## Work Session

### CITY COUNCIL MEETING AGENDA REQUEST

DATE: 5/5/15 DEPT: Utilities MEETING DATE: 5/13/15

**DISCUSSION ITEM/TOPIC:** Tapping into the East Loop Water Line and provide a line extension to serve Zeamway and the Cunico line. We will be requesting authorization to allow the Utilities Department to install a City Line Extension and taps to serve Zeamway, Cunico, Sangre de Cristo, and other existing customers, currently receiving City water. These proposed hook-ups would be done after review of each customer's circumstance. All costs associated with these improvements will be assessed to the individual customers based on a payment plan.

**BACKGROUND/RATIONALE:** The Cunico and Geno Maes water taps have not been properly maintained causing an inability to provide basic water service to the residents in the area. City staff will evaluate each of the connections made to the private service lines on a case by case basis to ensure that the customers are provided service off of the requested line extension through a method that is consistent with City Resolutions and Ordinances. The line extension and taps will be funded solely by the property owners

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



\_\_\_\_\_  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**



\_\_\_\_\_  
ALFONSO E. ORTIZ, JR.  
MAYOR



\_\_\_\_\_  
ELMER J. MARTINEZ  
CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY