CITY OF LAS VEGAS

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

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
September 21, 2016–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

VI. **APPROVAL OF MINUTES (July 11th, August 10th and August 17th, 2016)**

VII. **MAYOR'S APPOINTMENTS/REPORTS**

VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)

X. **CITY MANAGER'S REPORT**

XI. **FINANCE REPORT**

XII. **CONSENT AGENDA**
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval of Resolution #16-34 Budget Adjustment Resolution.

David A. Ulibarri Jr.
Councilor, Ward 1

Vince Howell
Councilor, Ward 2

Barbara Casey
Councilor, Ward 3

David L. Romero
Councilor, Ward 4

Ann Marie Gallegos, Finance Director The City of Las Vegas is requesting increases to the FY2017 budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

2. Approval of certification of fixed assets/inventory for FY2016 as per Sections 12-6-1 NMSA 1978 through 12-6-14 NMSA 1978 Article 6 Audit Act.

   Ann Marie Gallegos, Finance Director The City of Las Vegas/Finance Department is requesting certification of fixed assets/inventory for 2016. This certification will keep the City of Las Vegas in compliance with the State Audit Act.

3. Approval to accept Department of Finance and Administration pass through funds.

   Juan Montano, Police Chief The Las Vegas Police Department respectfully requests permission to accept funding in the amount of $333,613.00 to operate the E911 system for the Las Vegas City Police Department and the Department of Public Safety District 2 office.

4. Approval of contract between the City of Las Vegas and the Parachute Factory.

   Annette Velarde, Community Development Director The Parachute Factory is a non-profit corporation, whose purpose is to implement a fast track, highly effective digital fabrication, manufacturing program and certification in the City of Las Vegas.

5. Approval of contract between the City of Las Vegas and the Tri-County Farmers Market.

   Annette Velarde, Community Development Director The Tri-County Farmers Market is a non-profit corporation, whose purpose is to provide a market place to sell fresh fruits, vegetables, plants/herbs and local crafts from the counties of San Miguel, Mora and Guadalupe.

XIII. <u>BUSINESS ITEMS</u>

1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 16-01.

   Maria Gilvarry, Utilities Director The Raw Water Conveyance pipeline project consists of construction of a raw water conveyance feed pipeline from Peterson reservoir to Bradner reservoir. This will allow

for the inlet and outlet to be in separate locations improving water quality prior to treatment. The Water Trust Board (WTB) has awarded the City $1,370,960 in grant/loan (90% grant/10% loan) funding for the construction of the Raw Water Conveyance feed line. The funding agency requires that the agreement be adopted through ordinance. Ordinance 16-01 was published on August 24, 2016.

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

   H. Chico Gallegos, City Attorney The Las Vegas Police Officer's Association Lodge #20 have ratified the proposed 2015 through 2018 contract between the City of Las Vegas and the Las Vegas Police Officer's Association.

3. Approval/Disapproval of Resolution 16-35 2018-2022 Infrastructure Capital Improvement Plan (ICIP) for the City of Las Vegas Senior Center.

   Wanda Salazar, Senior Center Manager, The Department of Finance, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an infrastructure Capital Improvement Plan (ICIP). The ICIP is a five year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

4. Approval/Disapproval of Resolution #16-36. A resolution supporting the submission of an application for funding to the New Mexico Department of Transportation Alternative Program (TAP) for the construction of River-Walk Trail System, Section 1: 1500 feet South of Bridge Street. (attached map)

   Veronica Gentry, Public Works Director As part of the grant submittal criteria for the New Mexico Department of Transportation Alternative Program (TAP), it is required that a Resolution of Support from the Local Governing Body accompany the grant application. In complying with this criteria, staff is requesting that the resolution be approved.

XIV. COUNCILORS' REPORTS

XV. 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.**

XVI. 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 if the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON MONDAY, JULY 11, 2016 AT 10:00 A.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurule-Giroń

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

ALSO PRESENT: Richard Trujillo – City Manager
Casandra Fresquez – City Clerk
H. Chico Gallegos – City Attorney
Juan Montano – Sergeant At Arms

CALL TO ORDER

Mayor Gurule-Giroń called the meeting to order at 10:00 a.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell asked for a moment of silence and prayed for guidance for the entire nation.

APPROVAL OF AGENDA

City Manager Richard Trujillo recommended moving Executive Session after Approval of Agenda.

Councilor Howell made a motion to approve the Agenda with the recommended change. Councilor Casey seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

EXECUTIVE SESSION

Councilor Howell made a motion to go into Executive Session. Councilor Casey seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Howell made a motion to reconvene into Regular Session and advised that only personnel issues were discussed and no decisions were made. Councilor Casey and Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

PUBLIC INPUT

Lorenzo Flores briefly expressed his thoughts on several negative comments from the media and other individuals regarding the recent personnel actions taken by the City of Las Vegas and thanked the new administration and added that he supported them in all that they were doing so far.

Lindsey Valdez thanked the City of Las Vegas Administration, those who had been supportive and also the previous Administration for the opportunity to serve the community. Ms. Valdez spoke of the several projects that were taking place in the city and asked for the continued support of the Governing Body and also to the volunteers and other non-profit organizations throughout the City of Las Vegas.

Pam Abreu advised that she would not be speaking.

Bruce McAllister spoke briefly on recommending City progress updates on the website or newspaper and other information that could easily be obtained by the community.

Bob Wessely expressed his thoughts regarding the City's unhurried decisions on improvements to the water systems, public policy shifts regarding in-house or outside purchasing for projects. Mr. Wessely spoke of Administration subjects pertaining to the fifteen (15) minute lead time sign up for Public Input, placing Executive Session to the front end of the meeting and the setting of meetings during work-day hours, with hopes of them being remedied.

Georgina Ortega Angel with Casa de Cultura requested that she share or give her three (3) minutes to Lavinia Fenzi.

Mayor Gurule-Giroń informed that if she chose to share or yield her time to Ms. Fenzi, she would have to accompany her, since Ms. Fenzi did not sign up.

Georgina Ortega Angel agreed to accompany Ms. Fenzi and spoke about her concerns regarding the broken relationships among several organizations and individuals throughout the City of Las Vegas. Ms. Ortega Angel suggested that these other entities read the Charter and practice more participation and stated that Casa de Cultura was "for the people".

Lavinia Fenzi advised that this was a great time and opportunity for the new Administration to move forward in developing an Economic Development Plan that would benefit the broad interests of the community.

Lalo Sanchez advised he was requesting that Public Input time be extended from 3 to 5 minutes; he spoke about concerns regarding customer service at the Transfer Station and brought up issues of the Las Vegas Police Department vehicles not being numbered in order to report officers who were breaking the law.

Cindy Collins with MainStreet de Las Vegas wanted to offer her gratitude to Lindsey Valdez for all that she had done to help MainStreet projects and also asked for continued support to see these projects come to fruition in order to improve the City of Las Vegas.

BUSINESS ITEMS

1. Approval/Disapproval to remove Community Development Director, Lindsey Valdez.

City Manager Trujillo advised that as per the City of Las Vegas Municipal Charter, Article V, Officer, Directors and Employees, Section 5.07 Departments. D. Department directors are at-will employees who may be suspended or removed by the city manager, subject to approval by the Governing Body.

Councilor Casey made a motion to approve to remove Community Development Director, Lindsey Valdez. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Abstained	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	Vincent Howell	No

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

Councilor Howell stated that he had been struggling with this vote, and added that he felt it was important for the Governing Body to obtain detailed information regarding personnel information in order to have logic in voting.

Councilor Howell advised that as a businessman and a Councilor, in his opinion, Lindsey Valdez had made great attempts in making the community better and

hoped that collaboration could improve in order to move the community forward and added that he was saddened about Lindsey having to leave.

2. Approval/Disapproval to appoint Annette Velarde as Community Development Director.

City Manager Trujillo advised that as per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.

Councilor Casey made a motion to approve to appoint Annette Velarde as Community Development Director. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	No
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

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

3. Approval/Disapproval to appoint Maria Gilvarry as Utilities Director.

City Manager Trujillo advised as per the City of Las Vegas Municipal Charter, Article V, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.

Councilor Casey made a motion to approve to appoint Maria Gilvarry as Utilities Director. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

4. Approval/Disapproval to appoint Veronica Gentry as Public Works Director.

City Manager Trujillo advised as per the City of Las Vegas Municipal Charter, Article V, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.

Councilor Casey made a motion to approve to appoint Veronica Gentry as Public Works Director. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

5. Approval/Disapproval to appoint Carmela Martinez as Housing Director.

City Manager Trujillo advised that as per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.

Councilor Casey made a motion to approve to appoint Carmela Martinez as Housing Director. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Gurule-Giroń congratulated the new Director appointees and added that they look forward to their leadership and moving the City forward.

ADJOURN

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

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

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

_____

Mayor Tonita Gurule-Giroń

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION HELD ON WEDNESDAY AUGUST 10, 2016 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David A. Ulibarri Jr.
Vince Howell
Barbara A Casey
David L. Romero

ALSO PRESENT: Richard Trujillo, City Manager
Casandra Fresquez, City Clerk
H. Chico Gallegos, City Attorney
Kenneth Jenkins, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Gurulé-Girón asked for a moment of silence for the family of Police Chief Montano, the Martinez family and the Saiz family.

APPROVAL OF AGENDA

Councilor Howell made a motion to approve the agenda as presented. Councilor Romero seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

David L. Romero	Yes	Vince Howell	Yes
Barbara A Casey	Yes	David A. Ulibarri Jr.	Yes

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

PUBLIC INPUT

Bob Wessely spoke to the Governing Body regarding drought projection for the community and the potential fire around the Gallinas Water Shed. Mr. Wessely encouraged the Governing Body to reconsider the Storrie Lake storage agreement to ensure the community has enough water.

CITY MANAGER'S INFORMATIONAL REPORT

City Manager Trujillo advised the Governing Body that the City was donated fifty tons of milling by the New Mexico Department of Transportation that will be utilized in some of the problem alleys and dirt roads that get washed away during rain storms. City Manager Trujillo asked that if any members of the Governing Body had any locations in mind to contact him or Public Works. City Manager Trujillo wanted to recognize the departments that offer their help when it is needed.

City Manager Trujillo advised currently there is one employee that handles indentifying violations throughout the community. City Manager Trujillo stated he will be working to get more staff in code enforcement.

City Manager Trujillo advised he has been visiting with the new Keep America Beautiful (KAB) Coordinator and they are actively working to clean up areas around the community.

City Manager Trujillo advised he has met with Community Development Director Velarde and discussed the deliverables within contracts to organizations are being duplicated and he feels that it is easy to do when the organization is unsure of the direction the City wants to take. City Manager Trujillo advised that he will be meeting with local organizations that receive funding from the City.

City Manager Trujillo advised that he and County Manager Montoya were asked to present at the Interstream Commission for the regional water plan in Santa Fe. The presentation is about Santa Rosa Mora Pecos and will include hydrological studies that have been done. City Manager Trujillo advised he feels there was an outstanding amount of contributions and support from area groups.

City Manager Trujillo asked for Deputy Chief Jenkins and Community Development Director Velarde to report on the 2016 Rough Rider Motorcycle Rally.

Deputy Chief Jenkins briefly spoke to the Governing Body of the process of preparing for the biker rally where the Police Department develops an incident preparedness plan. Deputy Chief Jenkins advised a lot of time and discussion take place during the planning stages. Deputy Chief Jenkins advised this year

for the rally the department was able to add an additional eighty five officers through contracting with neighboring agencies. Deputy Chief Jenkins advised he and Chief Montano felt it was better to have more officer presence and not need them then to need the additional help and not have them. Due to the current situation going on around the country involving officer shootings, the extra presence was welcomed.

Community Development Director Velarde advised the Governing Body of the estimated number of attendees to the rally and the advertisement that went into promoting the event.

City Manager Trujillo advised he enjoyed the event and how the City approached the Rally members and asked how the City could help with the event and he felt if the City had been involved sooner the event had the potential to be bigger.

Councilor Casey advised the only complaint she received was that there was no poker run for the bikers. Councilor Casey also advised she felt the community went above and beyond to make the bikers feel welcome.

DISCUSSION ITEMS

1. Out of State travel to Broomfield, Colorado October 26-29th.

Deputy Chief Jenkins advised the original training that had been scheduled for July 25-29th and was cancelled due to lack of enrollment, Less than Lethal training is a requirement by ATF (Alcohol, Tobacco, & Firearms) to finalize a purchase of less than lethal products from Combined Tactical Systems. This training will provide training on the equipment purchased and will ensure proper use by police personnel. Deputy Chief Jenkins advised the initial cost of the training was to be paid from General Fund, but the department was able to find a grant that would cover the cost of the training.

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

2. Out of State Travel for Children's Librarian professional Development.

Library Manager Ellis advised the Governing Body the Library Department would like to send the Children's Librarian for Professional Development to two separate one day conferences in Lakewood, Colorado. Library Manager Ellis advised the travel costs would be paid from the Library's operating fund.

Councilor Casey advised she hears many compliments about the children's library and how they are actively encouraging early literacy.

Councilor Howell asked how the new ebooks are working at the library.

Library Manager Ellis advised the customers are becoming more comfortable with the ebooks.

Questions and discussion took place on how many children visit the library and if there is an increase in the summer or winter.

Library Manager Ellis advised the schools make appointments to take the kids to the library and there is an increase in youth visitors as a lot of teachers require actual book research for projects.

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

3. Resolution to donate one (1) ISI Vision 3 Thermal Imaging Camera.

Fire Chief Mares advised the Fire Department has one (1) ISI Vision thermal imaging camera which is no longer being used and is not needed for essential government function. Chief Mares is asking to donate to Harding County Fire Department.

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

4. Request to purchase one automated commercial Front Loader garbage truck for the Solid Waste Division.

Utilities Director Gilvarry advised the Solid Waste Division is in need of new equipment to include garbage trucks. The trucks that are being used currently are over 5 years old and in need of much repair. Utilities would like to purchase a new automated commercial front loader garbage truck to ensure reliable service for customers. The cost of the new garbage truck is $253,333.95. Utilities Director Gilvarry advised the department was able to budget funding to purchase two vehicles.

Councilor Ulibarri Jr. asked who does the maintenance on the trucks.

Solid Waste Manager Marquez advised they do routine oil changes in the department to keep expenditures low, but more detailed maintenance the City is contracted with D.A.G. Maintenance is done every three months.

Councilor Howell asked if there was a maintenance warranty provided with the new trucks.

Solid Waste Manager Marquez advised he believes there is a two year warranty on specific issues with the vehicle.

Councilor Casey advised she was concerned if the City was a member of CES as the membership fees are ridiculous.

Utilities Director advised that the City was not a member of CES but could piggyback off their contract.

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

5. Request to purchase one automated residential side loader garbage truck for the Solid Waste Division.

Utilities Director Gilvarry advised this item is the same as the previous and purchase residential loader garbage truck. The purchase cost of truck is $245,403.35.

Councilor Casey asked if the truck like new model cars will have all the bells and whistles that could require the operator to become accustomed to the vehicle.

Solid Waste Manager Marquez advised they asked for the basic model truck with AM/FM radio and basic heating and cooling.

Councilor Ulibarri asked if the drivers of the trucks are trained properly and not overworking the vehicle.

Solid Waste Manager Marquez advised the staff he has is very careful with their vehicles and are trained.

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

6. Award request for proposal #2017-05 for water rights consulting and legal services to selected proposer.

Utilities Director Gilvarry advised the City requires legal representation and consulting services regarding water rights from a water specific legal firm. There were three proposals received and opened and the department is recommending awarding proposal and negotiating for legal services with Domenici Law Firm.

Councilor Casey asked if the Governing Body would be provided the ranking information and the proposals that were received.

Utilities Director Gilvarry advised the experience and staff knowledge within the firm was used in the ranking.

Councilor Howell asked why the City wanted to retain a new water rights firm and hydrologist.

City Manager Trujillo advised that prior to him being hired he was aware of the biggest issue he would encounter which was the Storrie Lake agreement. City Manager Trujillo advised he met with the water right attorney Rebecca Demsey

and City Hydrologist Mustafa on the agreement and wanted Ms. Demsey to be objective to the content and she mentioned that she could not be objective as the agreement was her work. City Manager Trujillo advised that in order for him to do his due diligence he had to bring in another attorney that could objectively review the content of the agreement.

Councilor Howell advised he was confused about City Manager Trujillo's statement that the current water rights attorney would not be objective and why City Manager Trujillo did not feel comfortable with Mustafa as the hydrologist.

City Manager Trujillo advised he has several reasons for not being comfortable with Mustafa and felt the need to move forward with another hydrologist.

Discussion took place on if the received information from the firms would be presented to the Governing Body and the evaluations done.

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

7. Award request for proposal #2017-06 for hydrologist professional consulting services to selected proposer.

Utilities Director Gilvarry advised there were three proposals received and the department is looking to award the proposal to GlorietaGeo Sciences as they have a good historical knowledge of the City of Las Vegas.

Councilors Casey asked that the Governing Body receive copies of the proposals that were submitted.

Councilor Howell asked if departments needed to request permission to advertise for proposals.

City Manager Trujillo advised that departments didn't need approval to advertise proposals just approval to negotiate and award.

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

8. Publication of Ordinance No. 16-01 for Water Trust Board 317 funding-Raw Water Conveyance pipeline project.

Utilities Director Gilvarry advised the Raw Water Conveyance pipeline project consists of construction of a raw water conveyance feed pipeline from Peterson reservoir to Bradner reservoir. This will allow for the inlet and outlet to be in separate locations improving water quality prior to treatment. The Water Trust Board has awarded the City $1,370,960 in grant/loan funding for the construction of the Raw Water Conveyance feed line. The funding agency requires the agreement to be adopted through ordinance.

Questions were asked about the matching funds and if the item could be placed on the consent agenda item.

City Clerk Fresquez advised the process of the adoption of an ordinance and advised the item could be placed on the consent agenda as it is for publication only.

Questions were asked why water could not be held in Bradner reservoir.

Utilities Director Gilvarry advised the reasons why water could not be stored.

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

9. Determination of the schedule dates of the Las Vegas Fourth of July Fiestas for the years 2017 through 2022.

Community Development Director Velarde and Events Planner/Film Liaison Marquez presented prospective dates along with projected costs for future Fourth of July events and asked the Governing Body to approve a resolution with the dates so the department can move forward planning the next fiesta event. Events Planner/Film Liaison Marquez advised the Governing Body that the department has also been looking at ways to keep overtime costs low throughout the fiesta with setup and take down occurring during normal working hours.

Councilor Howell asked if the department had consulted with the hotels and the restaurants when developing the fiestas dates and asked about the scheduling of the parade. Councilor Howell advised he had received comments regarding the parade.

Event Planner/Film Liaison Marquez advised she has met with local hotels but has not pooled information from the restaurants, and the department is trying to keep with tradition of holding the parade on Saturday.

Questions were asked about determining the payment to performers.

Community Development Director Velarde advised the amounts are set regardless of where the performer is from, she advised there are two categories such as A headliners and B headliners.

Mayor Gurulé-Girón asked that more advertisement be done to attract more local talent.

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

EXECUTIVE SESSION

City Manager Trujillo asked the Governing Body to convene into Executive Session to discuss matters of pending litigation.

Councilor Howell made a motion to go into Executive Session. Councilor Ulibarri Jr. seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Vince Howell	Yes	David L. Romero	Yes
Barbara A Casey	Yes	David A. Ulibarri Jr.	Yes

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

Councilor Howell made a motion to reconvene into regular session only matters discussed were pending litigation and no action was taken. Councilor Casey seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

Barbara A Casey	Yes	David L. Romero	Yes
Vince Howell	Yes	David A. Ulibarri Jr.	Yes

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

Councilor Casey made a motion to adjoum. Councilor Howell seconded the motion.

Mayor Gurulé-Girón asked for a roll call. Roll call was taken and reflected the following.

David A Ulibarri Jr.	Yes	David L. Romero	Yes
Vince Howell	Yes	Barbara A Casey	Yes

ADJOURN

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Mayor Tonita Gurule-Giroń

ATTEST:

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Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, AUGUST 17, 2016 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:	Tonita Gurulé-Girón
COUNCILORS:	Vincent Howell Barbara A. Casey David L. Romero David A. Ulibarri, Jr.
ALSO PRESENT:	Richard Trujillo, City Manager Casandra Fresquez, City Clerk H. Chico Gallegos, City Attorney Juan Montano, Sergeant At Arms

CALL TO ORDER

Mayor Gurulé-Girón called the meeting to order at 6:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey gave God thanks for all the good things in our lives, for all the citizens of Las Vegas and their kind and generous nature, volunteerism, the willingness to help one another and also for the love that is generated with our children and the elderly.

APPROVAL OF AGENDA

City Manager Trujillo made a recommendation to remove Business Item #3, Approval/Disapproval of FY 2017 Contract for Mainstreet de Las Vegas from the agenda.

Councilor Howell made a motion to approve the agenda with the recommended change. Councilor Ulibarri, Jr. and Councilor Romero seconded the motion. Mayor Gurulé-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for July 13th, July 20th, July 25th and July 26th 2016. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón reported that Councilor Ulibarri, Jr., Councilor Romero and she would soon be attending the New Mexico Municipal League in Hobbs, New Mexico and stated that she would be the voting delegate and was appointing Councilor Romero as an alternate voting delegate.

Council did not have any objections to the voting delegates.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

City Clerk Fresquez read the recognition acknowledging the 10-11 year old Las Vegas Little League Softball team on behalf of Mayor Gurulé-Girón and the Governing Body for the dedicated coaches, parents and the athletes on winning the 2016 State Championship Title for the City of Las Vegas.

PUBLIC INPUT

Bruce McAllister spoke of several concerns regarding water, the lack of updates on the City's website and also the timely issue of obtaining the use of computers in the Police Department's vehicles.

Bob Wessely gave a brief overview of historical data regarding the history of precipitation in the state of New Mexico and encouraged the Governing Body to review the information he provided.

Lalo Sanchez spoke on issues on changing of the City Ordinance regarding the Sewer Department (costs), public safety concerns with drain grates located on South Pacific Street and the lack of crosswalks throughout the city.

CITY MANANGER'S REPORT

City Manager Trujillo gave an update on a Town Hall Meeting that had been set up by Councilor Howell with the residents of Lee Drive regarding the round-about in that area. City Manager Trujillo advised that residents had concerns about the round-about not being designed correctly and was considered unsafe. City Manager Trujillo advised that after visiting the sight, agreed with their concerns and stated that the issues would be addressed.

City Manager Trujillo advised that there were many traffic issues throughout the City, especially around the school areas and added that the Las Vegas Police Department would start enforcing speeding tickets in those areas.

City Manager Trujillo reported that County Manager Les Montoya and he would be presenting an updated Regional Water Plan for Mora, San Miguel and Guadalupe areas to the Inner stream Commission at the Capital in Santa Fe. City Manager Trujillo advised that he would report back on how it was received and

added that he felt that he and Les Montoya were knowledgeable with the water situation and what needed to be done to address every stake holder.

City Manager Trujillo advised that Leah Knutson with the Hermits Peak Watershed Alliance would report on the Gallinas River Park restoration project.

Ms. Knutson gave a brief overview of the efforts made by a collaborative of many stakeholders in order to move forward with the restoration of the Gallinas River Park. Ms. Knutson informed that the Hermits Peak Watershed Alliance had applied for a grant and was awarded $315,000.00 that would be used for the following:

- River channel improvement, increase fish habitat and treating storm water
- Enhancement, landscaping and beautifying the river park area
- Balancing public and river needs

Ms. Knutson added that this project would create a shared interest between the communities and asked for Council and City support in this endeavor.

Mayor Gurulé-Girón thanked Ms. Knutson for her hard work regarding the Gallinas River Park.

City Manager Trujillo extended an invitation to all the Organizations that receive funding from the City, to attend a meeting that would be held the next day at 5:30 p.m.

Mayor Gurulé-Girón commended City Manager Trujillo for bridging partnerships, working diligently on projects and for the cooperation with former City Manager, Tim Dodge and other city and county managers as well.

Councilor Howell thanked City Manager Trujillo for attending the meeting with the Lee drive citizens; he also thanked Veronica Gentry, Desaree Ortiz and Juan Gonzales for their involvement in the Lee drive meeting.

Recreation Center Director Pamela Marrujo gave an update on the YAFL Program services offered by the Recreation Center and reported the closing date would be Sunday August 21st on the project and added that Cross Connection Inc. would

begin work on Monday the 22nd. Ms. Marrujo advised that the projected time frame for closure of the workout facility would be 9-10 weeks and informed that the Highlands University Archuleta Fitness Center and the Wilson Complex would be available for Recreation Center members. Ms. Marrujo reported that the substantial completion date was May 5, 2017, with the final completion date being June 9, 2017 and advised that weekly status meetings would be held with Cross Connection Inc. in order to give updates at monthly Council Meetings. Ms. Marrujo explained that Recreation staff would be housed at the Rodriguez Field Office and a Ground Breaking Ceremony would be held on Friday, August 19th at 10:00 a.m.

Mayor Gurulé-Girón commended Ms. Marrujo for her energy, enthusiasm and the commitment to the Recreation Department renovation project.

PRESENTATIONS

Fire Chief Mares recognized the Las Vegas Fire Department Staff and made a presentation to recognize Commander Joseph Harris who was retiring from the Las Vegas Fire Department after 19 years and 3 months of service, including his volunteer service. Fire Chief Mares informed that Commander Harris also served in the US Navy and thanked him for his service to the community and to his country. Fire Chief Mares also thanked the family of Joseph Harris for their support to Commander Harris.

Commander Joseph Harris spoke of his experience working with the members of the Las Vegas Fire Department and stated that it was a privilege to work with them also thanking Fire Chief Mares and his family for all their support throughout his career.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the finance report ending July 31, 2016, advising she was reporting preliminary numbers due to not yet receiving the final approved budget from the D.F.A. Finance Director Gallegos reported that the General Fund revenue was at seven percent and expenditures were at eight percent and added that the three payrolls in July was the reason for the increase in expenditures.

Councilor Howell asked what was included under the General Services on the General Fund expenditure report.

Finance Director Gallegos informed that the General Services included Insurances, building improvement funds, Recreation Center funds, ambulance services and funds held for third party programs.

Councilor Howell asked for clarification on the expenditures for the Animal Shelter.

City Manager Trujillo informed the contract with the Animal Shelter was still being worked on and added that he requested financial reports/audits from the Animal Shelter however had not yet received any information. City Manager Trujillo stated the meeting to be held for City funded organizations would help to determine on how they would move forward with the Animal Shelter.

Finance Director Gallegos advised that the Recreation Department revenues would be low due to the closure and reported that revenue was at seven percent as projected due to the $400,000.00 General Fund Transfer but was decreased to $350,000.00 on the final budget, knowing that the Recreation Center would not be in operation and advised that it would be closely monitored. Finance Director Gallegos explained that expenditures came in at ten percent.

Finance Director Gallegos reported that Enterprise revenues were at nine percent and expenditures came in at five percent.

Councilor Howell asked for clarification regarding Water revenue projections for FY 2017.

Finance Director Gallegos explained that due to June, July and August water increase usage the projection was the reason for the high projection.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda as follows:

1. Approval of Out of State travel to Broomfield, Colorado, October 26-29, 2016.

2. Approval of Out of State travel for Children's Librarian professional development.

3. Approval of Resolution 16-28 to donate one (1) ISI Vision 3 Thermal Imaging Camera, Serial #1228.

Resolution 16-28 was presented as follows:

CITY OF LAS VEGAS
RESOLUTION NUMBER: 16-28

A RESOLUTION DONATING CERTAIN PROPERTY OF THE CITY OF LAS VEGAS BY RENDERING AID TO HARDING COUNTY RURAL VOLUNTEER FIRE DEPARTMENT AND DIRECTING THE CITY OF LAS VEGAS FIRE DEPARTMENT TO DONATE SAID PROPERTY TO HARDING COUNTY TO BE USED BY HARDING COUNTY RURAL FIRE DEPARTMENT DISTRICT #1 VOLUNTEER FIRE DEPARTMENT.

WHEREAS, the City of Las Vegas wishes to render aid to the Harding County Volunteer Fire Department through the County of Harding, by donating its fire equipment, described as follows:

1. One (1) ISI Vision 3 Thermal Imaging Camera Serial # 1228

WHEREAS, the following described item is property, which is excess and not needed for any essential government function, it is no longer being used by the City of Las Vegas Fire Department.

WHEREAS, when this property is donated to another agency, it shall be understood that the property listed **may** or **may not** meet current standards. The City of Las Vegas shall not be responsible for any cost associated with bringing said equipment up to standards, and the City of Las Vegas shall be released from any liability associated with this equipment.

WHEREAS, the receiving agency accepts this equipment on an "AS IS" basis, and accepts any and all costs associated with bringing said equipment up to standards prior to placing equipment in to service.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that the above described item belonging to the City of Las Vegas Fire Department is hereby declared excess property and not needed for any City purpose or function and that said property should be donated.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

CITY OF LAS VEGAS:

_____
Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Richard Trujillo, City Manager

Approved as to Legal Sufficiency Only

H. Chico Gallegos, City Attorney

4. Approval to purchase one automated commercial Front Loader garbage truck for the Solid Waste Division.

5. Approval to purchase one automated residential side loader garbage truck for the Solid Waste Division.

6. Approval to award request for proposals #2017-05 for water rights consulting and legal services Domenici Law Firm P.C.

7. Approval to award request for proposals #2017-06 for hydrologist professional consulting services to Glorieta GeoScience, Inc.

8. Approval to Publish Ordinance No. 16-01 for Water Trust Board 317 funding – Raw Water Conveyance pipeline project.

9. Approval of Fourth of July Fiesta schedule for years 2017 through 2022 as agreed upon in the City Council Work Session 8/10/16 after evaluating options for multiple years.

Councilor Howell thanked Utilities Department Director Gilvarry for the in-depth information she provided regarding the Water Rights Attorney and the Hydrologist and commended her for her recommendation.

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

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

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

Councilor Casey thanked City Clerk Fresquez for the meeting information she provided and was impressed with the qualifications of the persons selected for the hydrologist and attorney although asked if City Clerk Fresquez would consider sending out lengthy Regular meeting information, about a week prior to the Work Session in order to have enough time to review it.

City Manager Trujillo advised Councilor Casey that they would look into the issue.

BUSINESS ITEMS

1. Approval/Disapproval to appoint Roy Montibon to the City of Las Vegas Labor Management Relations Board.

Transportation Manager Victoria Lovato advised that there was a vacancy on the City of Las Vegas Management Relation Board that the Unions have recommended to fill as per Chapter 48. Labor Management Relations Board.

Councilor Casey made a motion to approve to appoint Roy Montibon to the City of Las Vegas Labor Management Relations Board. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Brief discussion took place regarding the appointment of Roy Montibon to the City of Las Vegas Labor Management Relations Board.

2. Approval/Disapproval to adopt Resolution No. 16-29 authorizing the City of Las Vegas Meadow City Express to submit application for NMDOT Grant 5311.

Transportation Manager Victoria Lovato advised that the City of Las Vegas Meadow City Express proves public transportation to individuals on a demand schedule. Applying for NMDOT Grant 5311 will allow services to continue.

Councilor Howell asked if extensive transportation to rural areas had been considered and suggested extending the hours of operation.

Transportation Manager Lovato informed that extensive transportation was being considered for rural areas, as well as working with Highlands University's student transportation needs and added that additional grant funding is being sought out at the present time.

Councilor Casey asked for the dollar amount Transportation Department was requesting.

Transportation Manager Lovato advised that it would exceed $257,000.00 due to having additional costs within the department.

Mayor Gurulé-Girón thanked Transportation Manager Lovato for the hard work she had put into the department for the reason that it was a vital part of the community and was pleased with the reinstatement of the additional programs.

Councilor Howell made a motion to approve adoption of Resolution #16-29 authorizing the City of Las Vegas Meadow City Express to submit application for NMDOT Grant 5311. Councilor Casey seconded the motion.

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

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

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

4. Approval/Disapproval of Resolution No. 16-30 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the Chico Drive and 8th Street water line improvements.

Utilities Director Maria Gilvarry advised that the City of Las Vegas desires to replace aging lines on Chico Drive and 8th Street as these areas have been identified as area of significant water loss. The City of Las Vegas qualifies for $600,000 in funding from the 2017 Drinking Water State Revolving Loan Fund which includes $450,000 (75%) grant and $150,000 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2016 to move the project forward.

Councilor Howell asked for clarification regarding total project cost contingencies for $63,000.00.

Utilities Director Gilvarry explained that the contingencies was an estimate from the engineer and added that there may be a possibility of additional materials or unplanned events therefore contingencies allow adjustments for higher costs.

Councilor Howell made a motion to approve of Resolution No. 16-30 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the Chico Drive and 8th Street water line improvements. Councilor Casey seconded the motion.

Resolution 16-30 was presented as follows:

CITY OF LAS VEGAS
RESOLUTION #16-30

AUTHORIZING THE APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE AUTHORITY FOR THE CITY OF LAS VEGAS CHICO DRIVE AND 8TH STREET WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Las Vegas has prioritized the water system improvements to the water lines on Chico Drive and 8th Street; and

WHEREAS, these locations were identified as areas of significant water loss; and

WHEREAS, the City of Las Vegas desires to replace aging lines in these areas; and

WHEREAS, the New Mexico Finance Authority is currently soliciting applications for financial assistance for water projects seeking funding from the 2017 State Revolving (SRF) Loan Fund funding cycle; and

WHEREAS, the City of Las Vegas is eligible to apply for funding from the New Mexico Finance Authority; and

WHEREAS, the NM Finance Authority has $600,000 in 2016 SRF funds which includes $450,000 (75%) in grant funds and $150,000 (25%) in zero percent loan funds; and

WHEREAS, the City of Las Vegas desires funding assistance to complete this project from the NM Finance Authority; and

WHEREAS, the NM Finance Authority desires to assure full support of the governing body of each entity desiring to submit such applications for funding assistance; and

WHEREAS, it is in the public interest to give complete and full public notice of the support.

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LAS VEGAS approves the submission of an application for up to $600,000 to the New Mexico Water Finance Authority for funding in the 2017 State Revolving Loan Fund funding cycle.

PASSED, APPROVED and ADOPTED THIS _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

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

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

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

Councilor Howell had a question regarding the status of Hanna Park water line project.

Utilities Director Gilvarry explained that she re-evaluated cost and time for City staff to complete the installation project at Hanna Park and determined that costs would be exorbitant and advised that she would be working with an engineer and contractor to budget for the project, in order to put the project out for bid.

5. Approval/Disapproval of resolution No. 16-31 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the Construction portion of the Cabin Site tank rehabilitation.

Utilities Director Gilvarry advised that the City of Las Vegas desires to drain, clean, repair and paint the interior and exterior of the Cabin Site tank. The City of Las Vegas does qualify for $841,000 in funding from the 2017 Drinking Water State Revolving Loan Fund which includes $630,750 (75%) grant and $210,250 9 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2015 to move the project forward.

Discussion took place regarding the status of the Cabin Site tank rehabilitation project.

Councilor Howell made a motion to approve of Resolution #16-31 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the construction portion of the Cabin Site tank rehabilitation. Councilor Romero seconded the motion.

Resolution 16-31 was presented as follows:

CITY OF LAS VEGAS
RESOLUTION #16-31

AUTHORIZING THE APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE AUTHORITY FOR THE CITY OF LAS VEGAS CABIN SITE TANK REHABILITATION

WHEREAS, the City of Las Vegas has prioritized the rehabilitation of the Cabin Site Tank; and

WHEREAS, the tank was constructed in 1975 and last inspected by divers in 2013 and is in need of rehabilitation due to corroded bolts and build up of sediment; and

WHEREAS, the New Mexico Finance Authority is currently soliciting applications for financial assistance for water projects seeking funding from the 2017 Drinking Water State Revolving Loan Fund (DWSRLF) funding cycle; and

WHEREAS, the City of Las Vegas is eligible to apply for funding from the New Mexico Finance Authority; and

WHEREAS, the NM Finance Authority has $841,000 in 2017 SRF funds which includes $630,750 (75%) in grant funds and $210,250 (25%) in zero percent loan funds; and

WHEREAS, the City of Las Vegas desires to drain, clean, repair, paint the interior and exterior and replace the rafter bolts of the Cabin Site tank; and

WHEREAS, the City of Las Vegas desires funding assistance to complete this project from the NM Finance Authority; and

WHEREAS, the NM Finance Authority desires to assure full support of the governing body of each entity desiring to submit such applications for funding assistance; and

WHEREAS, it is in the public interest to give complete and full public notice of the support.

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LAS VEGAS approves the submission of an application for up to $841,000 to the New Mexico Water Finance Authority for funding in the 2017 State Revolving Loan Fund funding cycle.

PASSED, APPROVED and ADOPTED THIS _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

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

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

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

6. Approval/Disapproval of Resolution No. 16-32 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the North Grand Avenue water line system improvements.

Utilities Director Gilvarry advised that the City of Las Vegas desires to install new water lines which will allow looping of the existing water lines and will eliminate dead end lines on North Grand Avenue. The City of Las Vegas does qualify for

$354,000 in funding from the Drinking Water State Revolving Loan Fund which includes $265,500 (75%) grant and $88,500 (25%) loan. The application along with the authorizing resolution must be submitted by September 15, 2016 to move the project forward.

City Manager Trujillo added that eliminating dead end lines improves fire protection and hydrant pressure and advised that inspection takes place by the New Mexico State Fire Marshall therefore helps insurance rates for the City.

Mayor Gurulé-Girón thanked City Manager Trujillo and Utilities Director Gilvarry for moving forward with the water projects.

Councilor Casey asked for clarification on the wording on Resolution #16-32.

Utilities Director Gilvarry explained the language on Resolution #16-32.

Councilor Casey made a motion to approve Resolution #16-32 authorizing submittal of application for funding assistance to the New Mexico Financial Authority for the North Grand Avenue water line system improvements. Councilor Ulibarri, Jr. seconded the motion.

Resolution 16-32 was presented as follows:

CITY OF LAS VEGAS
RESOLUTION #16-32

AUTHORIZING THE APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE AUTHORITY FOR THE CITY OF LAS VEGAS NORTH GRAND AVENUE WATER LINE SYSTEM IMPROVEMENTS

WHEREAS, the City of Las Vegas has prioritized the improvements to the North Grand Avenue water lines; and

WHEREAS, these improvements will assist with looping lines and eliminating dead end lines; and

WHEREAS, the New Mexico Finance Authority is currently soliciting applications for financial assistance for water projects seeking funding from the 2017 Drinking Water State Revolving Loan Fund (DWSRLF) funding cycle; and

WHEREAS, the City of Las Vegas is eligible to apply for funding from the New Mexico Finance Authority; and

WHEREAS, the NM Finance Authority has $354,000 in 2017 SRF funds which includes $265,000

(75%) in grant funds and $88,500 (25%) in zero percent loan funds; and

WHEREAS, the City of Las Vegas desires to install new water lines which will allow looping of existing water lines and will eliminate dead end lines; and

WHEREAS, the City of Las Vegas desires funding assistance to complete this project from the NM Finance Authority; and

WHEREAS, the NM Finance Authority desires to assure full support of the governing body of each entity desiring to submit such applications for funding assistance; and

WHEREAS, it is in the public interest to give complete and full public notice of the support.

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LAS VEGAS approves the submission of an application for up to $354,000 to the New Mexico Water Finance Authority for funding in the 2017 State Revolving Loan Fund funding cycle.

PASSED, APPROVED and ADOPTED THIS _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

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

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

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

COUNCILORS' REPORTS

Councilor Romero asked if Cross Connection Inc. had already advertised for jobs regarding the Recreation Center project.

Finance Director Gallegos informed that it had been advertised that day and would also be advertised in the Las Vegas Optic on Friday, August 19th.

Councilor Casey informed she had received many calls regarding streets and water rates.

Councilor Howell acknowledged the recent hiring of the Water Rights Attorney and Hydrologist although asked if a projected time line was available for an update on the Storrie Lake Project.

City Manager Trujillo explained that the Storrie Lake Project would be the first project reviewed by the Water Rights Attorney and the Hydrologist and stated that hopefully within a couple of months, a thorough assessment of the agreement would be available.

Councilor Howell made a suggestion regarding the City to consider purchasing Water Rights from Storrie Lake private shareholders.

Councilor Ulibarri, Jr. thanked the Solid Waste and Public Facilities Departments for a job well done in clearing up trash on the West side of town and asked if the weeds in that area could be addressed as well.

Councilor Howell advised that he was pleased with the future purchase of the two Solid Waste trash trucks since he recently experienced a situation regarding his trash not being picked up.

EXECUTIVE SESSION

City Manager Trujillo advised that there was no need for Executive Session.

ADJOURN

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

Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

Vincent Howell	Yes	David L. Romero	Yes

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

_____

Mayor Tonita Gurulé-Girón

ATTEST:

_____

Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU AUGUST 31, 2016 16% OF YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 % REV
PROPERTY TAX	1,350,000	1,373,000	228,833	1,415,383	82,561	6%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	591,667	3,553,542	568,000	16%
FRANCHISE TAX	800,000	800,000	133,333	807,805	123,413	15%
GROSS RECEIPT TAX .75	2,585,000	2,350,000	391,667	2,299,216	376,000	16%
1/8 INFRASTRUCTURE	350,000	351,000	58,500	361,198	56,160	16%
GRT .25 (JAN 2011)	680,000	697,000	116,167	685,582	78,746	11%
GRT -HOLD HARMLESS (JULY 2015	(85,000)	(85,000)	-14,167	(85,000)	(14,167)	17%
LICENSE & FEES	71,600	74,000	12,333	80,730	5,911	8%
INTERGOVERNMENTAL	66,000	71,500	11,917	76,494	12,384	17%
LOCAL-FINES	62,100	62,000	10,333	62,143	14,195	23%
LOCAL-MISC	1,657,230	1,699,730	283,288	1,860,468	320,805	19%
TOTAL	11,086,930	10,943,230	1,823,872	11,117,561	1,624,008	15%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU AUGUST 31, 2016 16% OF YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	% BDGT
JUDICIAL	282,087	306,205	51,034	282,056	57,642	248,563	19%
EXECUTIVE	480,602	473,253	78,876	411,568	68,212	405,041	14%
ADMINISTRATION	247,913	237,645	39,608	246,214	39,900	197,745	17%
CITY ATTORNEY	213,770	231,159	38,527	206,840	34,908	196,251	15%
PERSONNEL/HR	274,354	302,945	50,491	274,322	45,511	257,434	15%
FINANCE	569,608	635,992	105,999	543,228	92,410	543,582	15%
COMMUNITY DEV.	567,364	584,148	97,358	427,253	71,502	512,646	12%
POLICE	3,928,874	3,955,291	659,215	3,358,911	686,861	3,268,430	17%
CODE ENFORCEMENT	168,661	152,437	25,406	130,374	16,451	135,986	11%
ANIMAL SHELTER	133,690	135,490	22,582	134,256	2,306	133,184	2%
FIRE	1,276,366	1,293,012	215,502	1,171,724	204,330	1,088,682	16%
PUBLIC WORKS/AIRPORT	492,606	451,854	75,309	424,991	69,245	382,609	15%
PARKS	305,020	327,301	54,550	197,579	37,279	290,022	11%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	201,256	216,546	36,091	185,087	34,629	181,917	16%
MUSEUM	192,888	162,796	27,133	125,378	23,573	139,223	14%
GENERAL SERVICES	2,649,000	1,909,000	318,167	1,939,451	250,768	1,658,232	13%
SALARY CONTINGENCY	50,000	0	0	38,853	0	0	0%
TRANSFERS	505,058	475,000	79,167	505,058	79,135	395,865	17%
TOTAL	12,539,117	11,850,074	1,975,012	10,603,143	1,814,662	10,035,412	15%

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU AUGUST 31, 2016 -16% OF YEAR LAPSED 2 OF 12 MONTHS
FISCAL YEAR 2017

	A	B	C	D	E	G (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	% REV
WELLNESS CENTER	100,000	100,000	16,667	114,446	9,121	9%
OPEN SWIM	0	0	0			0%
YAFL	6,000	3,000	500	2,030	0	0%
YABL	20,000	20,000	3,333	19,011	0	0%
SUMMER FUN PROGRAM	20,000	20,000	3,333	15,797	1,241	6%
RECREATION-OTHER	49,000	29,800	4,967	32,116	498	2%
GEN FUND TRANSFER	400,000	400,000	66,667	400,000	66,640	17%
TOTAL	595,000	572,800	95,467	583,400	77,500	14%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU AUGUST 31, 2016 -16% OF YEAR LAPSED 2 OF 12 MONTHS
FISCAL YEAR 2017

	A	B	C	D	E	F	H (E/B)
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	552,495	552,495	92,083	523,505	94,696	457,799	17%
YAFL	3,500	3,500	583	2,964	0	3,500	0%
YABL	6,630	6,630	1,105	5,883	0	6,630	0%
OTHER OPERATING EXP.	66,610	66,610	11,102	66,610	11,620	54,990	17%
CAPITAL OUTLAY	4,000	4,000	667	3,779	181	3,819	5%
TOTAL	633,235	633,235	105,539	602,741	106,497	526,738	17%

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU AUGUST 31, 2016 -16% YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2017

Total Budget to Actual Comparison

	A	B	C	D	E	G
						(E/B)
	FY 2016	FY 2017	FY 2017	FY 2016	FY 2017	%
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	BUDGET
WASTE WATER (610)	2,826,738	2,859,638	476,606	2,783,241	537,376	19%
NATURAL GAS (620)	5,673,019	5,237,000	872,833	5,211,845	385,581	7%
SOLID WASTE (630)	3,547,294	3,404,700	567,450	3,518,794	647,520	19%
WATER (640)	4,742,650	4,743,050	790,508	4,825,859	758,888	16%
Total of Enterprise Funds	16,789,701	16,244,388	2,707,398	16,339,739	2,329,365	14%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU AUGUST 31, 2016 -16% YEAR LAPSED (2 of 12 months)
FISCAL YEAR 2017

Budget to

	A	B	C	D	E	F	H
							(E/B)
	FY 2016	FY 2017	FY 2017	FY 2016	FY 2017	FY 2017	%
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.	BUDGET
WASTE WATER(610)	2,663,075	2,490,379	207,532	2,382,172	349,986	2,140,393	14%
NATURAL GAS (620)	6,178,945	5,876,026	489,669	4,974,033	414,662	5,461,364	7%
SOLID WASTE (630)	3,330,517	3,614,217	301,185	2,791,805	561,244	3,052,973	16%
WATER (640)	6,800,813	5,187,836	432,320	6,493,367	716,225	4,471,611	14%
Total of Enterprise Funds	18,973,350	17,168,458	1,430,705	16,641,377	2,042,117	15,126,341	12%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: **08/31/2016** **DEPT: Finance** **MEETING DATE: 09/13/2016**

ITEM/TOPIC:. Resolution 16-34

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 16-34

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2017 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 16-34

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

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2017 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS _21th__ DAY OF SEPTEMBER 2016.

_____
Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and Approved as to Legal Sufficiency Only:

_____
H. Chico Gallegos, City Attorney

8/31/2016

CITY OF LAS VEGAS
RESOLUTION 16-34
BUDGET ADJUST REQUEST
FISCAL YEAR 2017

Resolution 16-34	Fund		Revenues	Transfers		Expenditures	
St Fire Grant	203-0000-100-1101	Cash balance	$ 48,514.00	$ -		$ -	
St Fire Grant	203-0000-710-8003	Buildings/Structure				$ 48,514.00	Carryover cash balance
EMS Funds	206-0000-430-5302	Grant revenue	$ 21,734.00	$ -			Additional grant revenue
EMS Funds	206-0000-740-7334	Superior Ambul/prof serv		$ -		$ 20,000.00	Supplies/matls/other serv
EMS Funds	206-0000-740-8004	Equipmrnt				$ 1,734.00	Equipment
Certified Loc Gov	218-0000-430-5349	Grant revenue	$ 9,000.00	$ -			Grant revenue
Certified Loc Gov	218-0000-700-7305	Professional Services		$ -		$ 18,009.00	Professional services
Certified Loc Gov	218-0000-890-9310	Transfer in from 202		$ (9,000.00)			Transfer from Lodgers Tax
Lodgers Tax	202-0000-890-9000	Transfer out to 218		$ 9,000.00			
Law Enforcement	215-0000-100-1101	Cash balance	$ 7,940.00	$ -			Carryover cash balance
Law Enforcement	215-0000-710-8004	Equipment		$ -		$ 7,940.00	Equipment for vehicles
		Total	**$ 87,188.00**	**$ -**	**$ -**	**$ 96,197.00**	

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA, CHAIR
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES

CHIEF OF STAFF
Ernest D. Archuleta, P.E.

P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
John C. Standefer, Fire Marshal
1-800-244-6702 (In-state only)
(505) 476-0174
Fax: (505) 476-0100

August 8,2016

Phillip A. Mares – Chief
City of Las Vegas Fire Department
604 Legion Dr.
Las Vegas, NM 87701

Reference: City of Las Vegas Fire Department

Chief Mares:

In response to your correspondence dated August 1, 2016 you are hereby authorized to carry and, earmark and accumulate Fire Protection Fund monies for FY 2016/2017

City of Las Vegas Fire Department $48,514.00

City of Las Vegas Fire Department is requesting to carryover $48,514.00 from FY 2016 to FY 2017 for Construction, furnishings, computers and or audio visual equipment for new admin building.

If I may be of additional assistance in this matter, please feel free to contact me at 505-670-5488

Sincerely,

Derrick Rodriguez
Fire Department Inspector
New Mexico State Fire Marshal's Office

xc Vernon Muller, Deputy State Fire Marshall / file

SUSANA MARTINEZ, GOVERNOR

NEW MEXICO DEPARTMENT OF HEALTH

LYNN GALLAGHER, SECRETARY DESIGNATE

August 20, 2016

City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701

Dear Sir/Mam:
In accordance with the terms of Rules governing in Emergency Medical Services Fund Act, DOH 7.27.4 NMAC, a warrant in the amount of ***$30,620.00*** is authorized for disbursement on behalf of the following local recipient (s) in accordance with their approved applications:

City of Las Vegas Fire Department - $10,620.00 ***Superior Ambulance LV- $20,000.00***

These funds from the Local Funding Program of the EMS Fund Act for FY 17 (July 1, 2016 – June 30 ,2017) must be accounted for in accordance with the rules set forth by the New Mexico Department of Finance and Administration, Local Government Division and the EMS Fund Act Rules 7.27.4 NMAC.

In order to keep our records in order, we are asking that each Applicant (Fiscal Agent) submit an itemized expenditures report for FY16 EMS Fund Act Local Funding Award (July 1, 2015 – June 30, 2016). If you administer funds for more than one (1) Local recipient, please submit a report for each service.
Please submit no later than October 1, 2016. Failure to do this can affect future Fund Act Allotments.

If you have any questions, please contact me at (505) 476-8233 or by e-mail at ann.martinez1@state.nm.us

Sincerely,
Ann Martinez
Ann Martinez FF I / EMT- I
EMS Fund Act Coordinator

Xc: EMS Regional Director
City of Las Vegas
Local Government Division/DFA

EMS BUREAU
1301 Siler Road, Building F • Santa Fe, New Mexico • 87507
(505) 476-8200 • FAX: (505) 471-2122 • www.nmems.org

ACCREDITED HEALTH DEPARTMENT • PHAB • PUBLIC HEALTH ACCREDITATION BOARD

Susana Martinez
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

CITY OF LAS VEGAS – 2016-17 CLG GRANT
GRANT AGREEMENT - #35-16-141293.016

CLG Grant to City of Las Vegas for Public Education & Outreach Projects

This AGREEMENT is made and entered into by, and between, the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), a division of the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS and the CITY OF LAS VEGAS, NEW MEXICO (hereinafter referred to as CONTRACTOR).

HPD and CONTRACTOR are also referred to as "parties."

Through this CONTRACT, HPD and CONTRACTOR agree to the following terms:

This Contract's funds derive in whole, or in part, from the Historic Preservation Fund, which is administered by the National Park Service, a Department of the Interior and HPD.

The *Supplement to Historic Preservation Fund Contracts/Subgrants* (hereinafter referred to as SUPPLEMENT) is attached to and made a part of this CONTRACT. CONTRACTOR REPRESENTS THAT IT HAS RECEIVED A COPY OF THIS SUPPLEMENT, UNDERSTANDS THAT THE SUPPLEMENT IS PART OF THIS CONTRACT AND THAT IT WILL BE BOUND BY THE TERMS OF THE SUPPLEMENT.

Reference is made throughout this CONTRACT to NPS and *HISTORIC PRESERVATION FUND GRANTS MANUAL*. NPS refers to the National Park Service. *HISTORIC PRESERVATION FUND GRANTS MANUAL* is the NPS grants administration manual. Parts of *HISTORIC PRESERVATION FUND GRANTS MANUAL* referred to in this CONTRACT are incorporated by reference into this CONTRACT. The *HISTORIC PRESERVATION FUND GRANTS MANUAL* is available online at http://www.nps.gov/hps/HPG/downloads/HPF_Manual.pdf.

In addition to this CONTRACT, CONTRACTOR must sign originals of the following assurances that are attached to, and made part of, this CONTRACT as APPENDIX A:

- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.
- Assurance – Non-Construction Programs.

1. **SCOPE OF WORK.** In consideration of this award, CONTRACTOR will:

   a. Comply with 4.10.10 NMAC, the New Mexico Administrative Code regulations for the Certified Local Government Program. This includes supporting a historic preservation review commission and meeting the qualifications set forth in 4.10.10 NMAC, a program of design review of proposed alterations to structures and sites designated as historic landmarks or within designated historic districts.

1. Complete Public Outreach and Education

The public outreach and education project shall consist of the hiring of a preservation consultant. The consultant will schedule a minimum of six (6) public meetings to:

a. Present a training and educational program that will:
   1). Educate the public and property owners about the City of Las Vegas Historic Design Review Guidelines ("Design Guidelines").
      - Educational program shall be created to introduce the concepts of the Design Guidelines and the Secretary of the Interior's Standards for Rehabilitation.
      - Consultant will create an educational program that includes a visual presentation and the creation of a brochure.
      - Educational program will be recorded on digital video.
      - The City of Las Vegas' website shall be improved to include a page for the the Historic Design Review Board and shall include the Design Guidelines document, Educational Program (Video) and brochure in PDF format.

b. Consider expansion of the City of Las Vegas, Cultural Historic Districts, Overlay Zone by:
   1) Identifying, via survey, locations for possible expansion.
   2) Presenting information at public meetings about expansion and educating the public and stakeholders about expansion.
   3) Aligning Overlay Zone boundaries with boundaries of existing historic districts listed in the National Register of Historic Places(NR) and the State Register of Cultural Properties (SR).
   4) Educating the public and stakeholders about possible expansion.
   5) Completing due diligence outlined in the City of Las Vegas code for the designation of City of Las Vegas Cultural Historic Districts.
   6) Contacting NMHPD if survey and further investigation shows that expansion of NR- and SR-listed districts is desired. Additional steps will be required to expand NR/SR-listed districts such as review of surveyed areas to determine if new properties merit inclusion in the SR/NR, completing HCPI Forms, revising existing register nominations and review and approval by the Cultural Properties Review Committee/National Park Service.

2. Deliverables

a. The following deliverables are required:
   1. A copy of the Request for Proposal (RFP) for the consultant.
   2. A list of persons responding to the RFP so that HPD may review and approve consultant.
   3. A minimum of six (6) educational workshops will occur – three will target residential neighborhoods and three will target business districts.
   4. Workshops will be properly advertised via web, radio and newspaper with copies of all announcements provided to HPD.
   5. Workshop presentations will be recorded on digital video and made available on the City of Las Vegas website and for dissemination via social media.
   6. Workshop content will be replicated and made available in public outreach locations like the Citizens Committee for Historic Preservation's People & Places Past newsletter, CCHP's website and the City of Las Vegas' website.
   7. Contractor shall submit workshop attendees list to HPD.
   8. Contractor shall submit press releases to local media about these projects and collect any press articles related to the project.
   9. Contractor shall submit maps of expansion areas clearly indicating contributing and non-contributing locations.
   10. Contractor shall submit legisltation for the proposed expansion.
   11. Contractor shall submit updated nominations for listing in the NR/SR.
   12. Five (5) hard copies of a final report (+ one PDF copy) describing the public meeting and planning process and results.

b. Commission Meeting Agendas / Minutes.
CLG Coordinator shall provide one copy of minutes of all HDRC meetings held within the term of this CONTRACT to HPD, and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.

c. National Register Nominations.
The CLG may participate in the preservation of cultural properties within their community by having a formal role in the review of nominations for listing in the National Register of Historic Places. CLG Coordinator shall provide one copy of comments on any National Register of Historic Places nominations submitted to CONTRACTOR for review and will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).

d. Ordinance, Rules, Regulation Changes.
CLG Coordinator shall provide one copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.

e. Permits for Demolition.
CLG Coordinator shall provide one copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of alterations, demolitions or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation). Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of Town/Village/City/County. Deliverables may be hand-delivered or mailed to:

Karla K. McWilliams, CLG & Grants Coordinator New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236 Santa Fe, NM 87501 505/827.4451
505/827.6338 fax
karla.mcwilliams@state.nm.us

3. **SCHEDULE.** CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the schedule outlined in Appendix C.

4. **COMPENSATION.**

a. HPD and CONTRACTOR estimate the total cost for completing these projects is **nine thousand dollars and no cents ($9,000.00)**. HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed **nine thousand dollars and no cents ($9,000.00)**, a partial amount of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost. The City of Las Vegas will provide a match of **$9,009.08** for the project.

b. HPD shall pay the CONTRACTOR in full payment for services satisfactorily performed based on deliverable; such compensation not to exceed **nine thousand dollars and no cents ($9,000.00).**

c. The total amount payable to the CONTRATOR under this Agreement, including gross receipts tax and expenses, shall not exceed **nine thousand dollars and no cents ($9,000.00)**. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The City of Las Vegas shall provide evidence of in-kind match of **nine thousand, nine dollars and eight cents ($9,009.08)** for a total project cost of **eighteen thousand, nine dollars and eight center ($18,009.08).**

d. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the HPD no later than fifteen (15) days after the termination of the State Fiscal Year in which the services were delivered. **Invoices received after June 15, 2017 will NOT BE PAID**.

e. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HPD finds that the services are not acceptable, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services and outlining steps the CONTRACTOR may take to provide remedial action with thirty (30) days after the date of receipt of written notice from the CONTRACTOR that payment is request. Upon certification by HPD that the services have been received and accepted, HPD shall tender payment to the CONTRACTOR within thirty (30) days. If HPD makes payment by mail, the payment shall be deemed tendered on the date it is postmarked. However, HPD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

f. All payments on this CONTRACT are subject to satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. (See *Supplement, "Reimbursement,"* page 16-20).

5. **BUDGET.** The budget for this project is found in APPENDIX B: Budget, which is attached to and made part of this CONTRACT. Contractor shall incur all expenses incurred through the *City of Las Vegas, CLG Grant* by June 1, 2017, and deliver all billings to HPD by June 15, 2017.

6. **TERM.** This CONTRACT will commence on the date of execution of this CONTRACT by both parties and not before August 15, 2016. The termination date of this CONTRACT is June 15, 2017.

7. **OMB DESIGNATION FOR CONTRACTOR.** CONTRACTOR represents that it is the following type of entity for this CONTRACT:

__X__ Government
_____ Institution of Higher Education
_____ Non-Profit Organization
_____ For-Profit Organization (or individual)

8. **REPRESENTATIVES.** For the purpose of this CONTRACT, the individuals identified below are hereby designated representatives of the respective parties. These parties are authorized to sign on behalf of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division:
Jeff Pappas, SHPO
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501 Tel: (505) 827-4222
Fax: (505) 827-6338
Email: jeff.pappas@state.nm.us

For CONTRACTOR:
Annette Velarde
Community Development Director
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701
Tel: (505) 426-3277 or (505) 429-1298
Email: avelarde@ci.las-vegas.nm.us

9. **HPD MANAGERS ON CONTRACT.** The following persons at HPD have been designated to manage the grant. All project deliverables (outlined in Appendix C) and questions pertaining to the grant must be directed to the Technical Reviewer. Grants Manager is responsible for managing overall fiduciary and administrative components of the CONTRACT.

Karla K. McWilliams
CLG & Grants Coordinator
NM Historic Preservation Division
407 Galisteo Street, Suite 236, Santa Fe, NM 87501
Tel: (505) 827-4451; Fax: (505) 827-6338
Email: karla.mcwilliams@state.nm.us

Harvey Kaplan
Tax Credit Reviewer
NM Historic Preservation Division
407 Galisteo Street, Suite 236, Santa Fe, NM 87501
Tel: (505) 827-3971; Fax: (505) 827-6338
Email: harvey.kaplan@state.nm.us

10. **STANDARDS.** All work and DELIVERABLES will be in compliance with pertinent sections of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the course of the CONTRACT.

11. **PROFESSIONAL OVERSIGHT.** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A. The person who will provide the professional oversight for this CONTRACT at HPD is Karla K. McWilliams.

12. **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF.** If CONTRACT personnel are not specified in this CONTRACT, CONTRACTOR must hire a principal investigator and other professional staff with the assistance and concurrent approval of HPD. In the hiring process, CONTRACTOR shall present HPD with the request for proposals or other evidence of the procurement process (es), the resumes of the top three candidates and the CONTRACT for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

    No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

    Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A, UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (see *Supplement*, "Procurement", page 7and in the HPF Manual "Chapter 17-Procurement Standards").

13. **PERMITS, LICENSES, OR PERMISSION.** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.

14. **ADMINISTRATIVE REQUIREMENTS.** Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally-assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

    All CONTRACTS must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *Supplement*, "Reimbursement", pages 16-20)

15. **PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS.** CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *Supplement*, "Contracts with Third Parties", pages 10-11)

16. **PROCUREMENT REQUIREMENTS.** CONTRACTOR must comply with the procurement standards found in *Supplement*, Procurement. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

17. **FALSE STATEMENTS, MISREPRESENTATION AND CONCEALMENT.** CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.

18. **NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS.** The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

19. **PUBLIC ACKNOWLEDGEMENT.** CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *Supplement*, Publication Requirements.

20. **ASSIGNMENT.** CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD.

21. **SUBCONTRACTING.** CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.

22. **STATUS OF CONTRACTOR.** CONTRACTOR, and CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services for the Historic Preservation Division and are not employees, and will not as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

    CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. All of the services required under the term of this CONTRACT will be performed by CONTRACTOR or employees under CONTRACTOR's supervision or by approved subcontractor. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.**

23. **APPROPRIATIONS.** The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

24. **RELEASE.** CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

    CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

25. **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT.** Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD, which will not be withheld if the information is required to be disclosed by law. CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, Section 14-2-1 NMSA 1978 that may result in CONTRATOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in Section 14-2-1(a)-(f)_ NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.

26. **CONTIGENT FEES.** With regard to contract/subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant of contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

27. **DISCLOSURE OF INFORMATION.** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *HISTORIC PRESERVATION FUND, GRANTS MANUAL*, Chapter 3, Section D.)

28. **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE.** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT will become the property of the State of New Mexico, Historic Preservation Division (HPD), and will be delivered to HPD no later than the termination date of this CONTRACT. CONTRACTOR, CONTRACTOR'S employees, agents or independent CONTRACTORS will not apply for a copyright of the materials without the prior written consent of HPD.

Any copyrighted materials developed under this CONTRACT are subject to a royalty-free, nonexclusive, and irrevocable license to the federal government to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes. CONTRACTOR agrees that any copyrightable publications, film, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD, shall contain an acknowledgment of NPS grant assistance and any other statements required by the NPS Grants Manual.

29. **PROGRAM INCOME.** No program income will be generated by this project.

30. **RECORDS AND AUDITS.** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain for three years such property, personnel, financial, and other records and accounts for all CONTRACT funds. CONTRACTOR will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.

CONTRACTOR shall allow NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor, and any of their duly authorized representatives to have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period, but will last as long as records are retained. If an audit, litigation, or other action involving the records is started before the end of the three-year retention period, CONTRACTOR shall retain the records until the action is resolved or the end of the three-year period, whichever is longer.

In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

31. **AMENDMENT.** CONTRACT may be amended in writing during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

32. **TERMINATION FOR CAUSE.** Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further CONTRACTS, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. HPD will not reimburse costs associated with final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties

RIGHT TO TERMINATE ON SHORT NOTICE. HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of Section #2 above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

33. **TERMINATION FOR CONVENIENCE.** CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

34. **ACCOUNTING.** At all times from the effective date of this CONTRACT until completion of this CONTRACT, CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 5, above.

35. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

36. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

a. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict of interest requirements (see *Supplement*, "Conflict of Interest Requirements", pages 2-4)

b. The CONTRACTOR represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

c. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16. Without in anyway limiting the generality of the foregoing, the CONTRACTOR specifically represents and warrants that:

1. in accordance with NMSA 1978, Section 10-16-4.3 (2011), the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Agreement any State employee while such employee was or is employed by the State and participating directly or indirectly in HPD's contracting process;

2. this Agreement complies with Section NMSA 1978, 10-16-7(A) because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) (2011) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section NMSA 1978, 10-16-8(A) (2011), (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in HPD's making this Agreement;

4. this Agreement complies with NMSA 1978, Section 10-16-9(A) (2007) because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A) (2007), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with NMSA 1978, Section 10-16-13 (2011), the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. in accordance with NMSA 1978, Section 10-16-3 (2011) and NMSA 1978, Section 10-16-13.3 (2011), the CONTRACTOR has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of HPD.

d. CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which HPD relied when this Agreement was entered into by the parties. CONTRACTOR shall provide immediate written notice to HPD if, at any time during the term of this Agreement, CONTRACTOR learns that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR'S representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to HPD and notwithstanding anything in the Agreement to the contrary, HPD may immediately terminate the Agreement.

e. All terms defined in the Governmental Conduct Act have the same meaning in part b of this Section.

37. **APPLICABLE LAW.** This CONTRACT will be governed by the laws of the State of New Mexico.

38. **ENTIRE AGREEMENT**. This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.

39. **SEVERABILITY.** To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.

40. **SURVIVAL OF CERTAIN CONTRACT TERMS**. Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *Supplement*) and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

41. **BINDING ON SUCCESSORS.** Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties or any subcontractors hereto, and their respective successors and assigns.

42. **ASSURANCES.** CONTRACTOR agrees and gives assurances that:

a. ONLY PERMITTED MATCH. No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.

b. COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS. CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non- profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq. (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.

c. OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT. CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.

d. BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT. CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.

e. SMALL BUSINESS. CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.

f. POLITICAL ACTIVITIES. CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

g. RELIGIOUS INSTITUTIONS. CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.

h. NON-LIABILITY OF HPD. CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

i. EMPLOYMENT CONSIDERATIONS. CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non-exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT.

j. PROPER AND SATISFACTORY PERFORMANCE. CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.

k. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970: CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

43. **ANTI-KICKBACK ACT.** If this CONTRACT is for construction or repair work, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to HPD to report to NPS.

44. **PUBLIC WORKS MINIMUM WAGE ACT.** If this CONTRACT funds is for an amount of sixty thousand dollars ($60,000) or more, for "construction, alteration, demolition, or repair" or any combination of these, then the Public Works Minimum Wage Act applies and the CONTRACTOR and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

45. **INTELLECTUAL PROPERTY RIGHTS.** In addition to the Copyright section in this CONTRACT, CONTRACTOR shall comply with NPS requirements and regulations pertaining to reporting and patent rights under any CONTRACT involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT and pertaining to copyrights and rights in data. These requirements are detailed in Chapter 19 of the Manual.

46. **FEDERAL ENVIRONMENTAL ACTS.** If the compensation promised in this CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations of these Acts to HPD and to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.

47. **ENERGY EFFICIENCY.** CONTRACTOR shall abide by standards and policies relating to energy efficiency that are contained in New Mexico's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

48. **CONSTRUCTION BOND REQUIREMENTS.** This section applies if this CONTRACT is for construction services. As used in this CONTRACT, the following definitions apply: A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under the CONTRACT. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

a. If CONTRACT is for twenty-five thousand or less ($25,000), no performance or payment bonds are required unless otherwise agreed upon with HPD.

b. If CONTRACT is for more than twenty five thousand ($25,000), CONTRACTOR must provide:

1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT; and

2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, for the protection of all persons supplying labor and material to the CONTRACTOR or its subcontractors for the performance of the work provided for in the CONTRACT.

c. If CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:

1. Bid guarantee from each bidder equivalent to five (5) percent of the bid price;

2. A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price; and

3. A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price.

d. Sources of Bonds. Where bonds are required in the situations described above, CONTRACTOR shall obtain the bonds from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570 (the current list can be accessed at http://ftp.fedworld.gov/pub/tel/sureties.txt). The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor--West Wing, Washington, DC 20227.

49. **MERGER.** This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understanding have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

50. **PENALTIES UNDER LAW.** The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

51. **EQUAL OPPORTUNITY COMPLIANCE.** The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

52. **WORKERS' COMPENSATION.** The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by HPD.

53. **IDEMNIFICATION.** The CONTRACTOR shall defend, indemnify and hold harmless HPD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable but not later than two (2) days after it receives notice thereof, notify the legal counsel of HPD and the Risk Management Division of the New Mexico General Services Department by certified mail.

54. **NEW MEXICO EMPLOYEES HEALTH COVERAGE.**

a. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least thirty (30) hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this agreement, to have in place, and agree to maintain for the term of the CONTRACT, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $250,000 dollars.

b. CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

c. CONTRACTOR agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

55. **EMPLOYEE PAY EQUITY REPORTING.** CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this CONTRACT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR has two hundred fifty (250) or more employees, CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the CONTRACT, whichever comes first. Should CONTRACTOR not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this CONTRACT if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the

term of the CONTRACT. CONTRACTOR further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this CONTRACT was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

56. **INVALID TERM OR CONDITION.** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

57. **ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below.

By:	By:
Jeff Pappas State Historic Preservation Officer New Mexico Historic Preservation Division	Annette Velarde Community Development Director City of Las Vegas
Date	Date

APPENDIX B: PROJECT BUDGET
City of Las Vegas, CLG Grant

APPENDIX B: PROJECT BUDGET

CITY OF LAS VEGAS, CERTIFIED LOCAL GOVERNMENT (CLG) GRANT
Grant # 35-16-141293.016

			TOTAL	HPD	MATCH
PROJECT: PUBLIC OUTREACH & EDUCATION					
PROJECT COORDINATOR	*Rate*	#			
Annette Velarde, Community Development Director	$33.50	50	$1,675.00	$0.00	$1,675.00
PRINCIPAL SALARIES					
Floyd Lovato, Planning & Zoning Coordinator	$19.00	40	$760.00	$0.00	$760.00
Annette Velarde, Event Planner/Film Liaison	$22.13	16	$354.08	$0.00	$354.08
Design Review Board (Project Representative)	$40.00	10	$400.00	$0.00	$400.00
Design Review Board (Four Members)	$40.00	8	$320.00	$0.00	$320.00
MISCELLANEOUS					
Consultant Services	$10,000.00	1	$10,000.00	$9,000.00	$1,000.00
Filming Services	$1,500.00	1	$1,500.00		$1,500.00
DELIVERABLES					
Advertising	$3,000.00	1	$3,000.00		$3,000.00
	PROJECT TOTAL		$18,009.08	$9,000.00	$9,009.08

	LAS VEGAS CLG PROJECTS TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS	**$18,009.08**	**$9,000.00**	**$9,009.08**

Department of Finance & Administration / Local Government Division
Law Enforcement Protection Fund Carryover Request Form
*****(this form must accompany the final budget submission)*****

Entity Name: City of Las Vegas
Contact Name: Ann Marie Gallegos
Contact Title: Finance Director
Contact Phone Number: 505-426-3251
Contact E-mail Address: amgallegos@ci.las-vegas.nm.us

I hereby certify that the information presented on this form is true and correct to the best of my knowledge:

Signature: [signature] Date: 7/28/16

We hereby request approval from the Department of Finance & Administration / Local Government Division (DFA/LGD) to carryover the following balance from the Law Enforcement Protection Fund (LEPF) distribution:

Current Fiscal Year: FY2015/2016
Total Distribution for Current FY: $38,000.00 ($11,931 after NMFA intercept of $26,069)
Balance on June 30th:* $7,940.00

If the carryover is approved, we will be expending the balance in the succeeding fiscal year for the following allowable uses:

Succeeding Fiscal Year: FY2016/2017
(This is the fiscal year that balance will be carried over to)

Allowable Uses (pursuant to LEPF Rule, 2.110.3 NMAC):

The Las Vegas City Police Department is requesting to utilize the rollover funds to complete the equiping of police units ✓

The June 30th balance should only be from the LEPF distribution and not include any other revenue sources. If the June 30th balance is greater than the total distribution amount for the current fiscal year, then the entity has a balance left over from a prior fiscal year's carryover. Balances can only be carried over for one subsequent year.** ***Therefore, the balance calculated below that is from a prior fiscal year's carryover must be reverted to the State of New Mexico:

Calculated Reversion Amount

Balance on June 30th:	$7,940.00
LESS Total Distribution for Current FY	$38,000.00
Reversion Due to State:	None

Reversion Instructions

A check made payable to the "State of New Mexico, Department of Finance & Administration" for the Reversion Due to State amount above should be mailed to the following address:

Brenda L. Suazo-Giles, Budget & Finance Analyst
DFA / Local Government Division
Bataan Memorial Building, Suite 201
Santa Fe, NM 87501

If you have questions on this form, please call (505) 827-4127.

Pursuant to the LEPF Rule, 2.110.3.10C, New Mexico Administrative Code, "The distributions from the fund are to be used, not accumulated. Fund balances may be carried over to a succeeding fiscal year only with prior written approval from the local government division."

FOR DFA/LGD USE ONLY Approved: ✓ Yes ___ No Approved Carryover Amount: $ 7,940.00
LOCAL GOVERNMENT DIVISION

DATE 8/1/16
BY [signature]
DEPARTMENT OF FINANCE AND ADMINISTRATION

CITY COUNCIL MEETING AGENDA REQUEST

DATE: **07/29/2016** **DEPT: Finance** **MEETING DATE:**

ITEM/TOPIC:. Review and Certify Fixed Assets/Inventories for 2016

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Certification of Fixed Assets/Inventory for FY16 as per Sections 12-6-1 NMSA 1978 Through 12-6-14 NMSA 1978 Article 6 Audit Act.

BACKGROUND/RATIONALE: The City of Las Vegas/ Finance Department is requesting certification of fixed assets/inventory for FY16. This certification will keep the City of Las Vegas in compliance with the State Audit Act.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

CERTIFICATION OF GOVERNING BODY FOR THE ANNUAL FIXED ASSETS/INVENTORIES FOR FY16

STATE OF NEW MEXICO
COUNTY OF SAN MIGUEL
CITY OF LAS VEGAS

We, members of the governing body of the City of Las Vegas of San Miguel County, being duly sworn according to law,

1. We are duly elected members of the City of Las Vegas in San Miguel;

2. In the performance of our duties, and pursuant to 12-6-1 NMSA 1978 through 12-6-14 NMSA 1978 Article 6 Audit Act;

3. We certify that we have reviewed and are familiar with, as a minimum, the Fixed Assets/Inventories for FY16.

_____ Tonita Gurule-Giron, Mayor

_____Barbara Casey

_____Vince Howell

_____David L. Romero

_____David Ulibarri

ATTEST:

_____Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____H. Chico Gallegos, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/07/16 **DEPT: Police** **MEETING DATE: 09/21/16**

ITEM/TOPIC: Approval/Disapproval to accept E911 Funds.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval to accept Department of Finance and Administration pass through funds.*

BACKGROUND/RATIONALE: The Las Vegas Police Department respectfully requests permission to accept funding in the amount of $333,613.00 to operate the E911 system for the Las Vegas City Police Department and the Department of Public Safety District 2 office.

STAFF RECOMMENDATION: Requesting approval to accept funds.

COMMITTEE RECOMMENDATION:

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

CHIEF JUAN F. MONTAÑO

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

SUSANA MARTINEZ
GOVERNOR

RICK LOPEZ
DIRECTOR

DUFFY RODRIGUEZ
CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

August 19, 2016

Chief Juan Montano
City of Las Vegas
318 Moreno St.
Las Vegas, New Mexico 87701

Dear Chief Montano,

Attached is a fully executed Fiscal Year 2017 (FY 17) E-911 Grant Agreement for your records. The period covered through this E-911 Grant Agreement is July 1, 2016 through June 30, 2017. Listed below are some specific sections we ask that you pay close attention to.

Article II – Reports of your Grant Agreement

- Exhibit A is for your Public Safety Answering Point (PSAP) Annual Report for FY 17, July 1, 2016 through June 30, 2017 and is due no later than July 10, 2017.

- Exhibit B is for your Federal 911 Resource Center Report for Calendar Year 2016, January 1 through December 31, 2016 and is due no later than January 30, 2017.

Article III – Consideration and Method of Payment

- Funds appropriated for your grant will be expended in accordance with the approved Revenue/Expenditure Budget, referenced as Exhibit C and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds."

If you have any questions regarding this matter, please call Bill Range, E-911 Program Manager at (505) 827-4804 or Michael Mariano, E-911 Bureau Chief at (505) 699-6911.

Sincerely,

Rick Lopez, Director
Local Government Division

Enclosures

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 17-E-20

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA), State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the **City of Las Vegas**, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, State of New Mexico, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Rules, 10.6.2 NMAC (hereinafter referred to as the "Enhanced 911 Requirements" or "E-911 Rules."); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (PSAP), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of "Grantee" in 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on June 21, 2016, the State Board of Finance awarded the Grantee **$ 333,613.00** for enhanced 911 services and equipment.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2016**, through **June 30, 2017**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A above, the Grantee shall so notify the Division in writing at least 30 days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and

the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **$ 333,613.00** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Revenue/Expenditure Budget (Budget), attached to and incorporated by reference as Exhibit "C", and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division and the funds shall not be expended for ineligible costs, 10.6.2.11(F) of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments shall be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to the Grantee for actual costs or expenditures after the Division receives a completed Request

for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible Budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible Budget items within 30 days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may ***immediately*** terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations

are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and other state laws, rules, policies and with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the Grant that:

A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.

B. It will adhere to all financial and accounting requirements of the DFA.

C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.

D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.

E. It will comply with NMSA 1978, Section 63-9D-4D and provide Geographic Information Systems (GIS) addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the Grantee.

F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per 10.6.2 NMAC. This information shall be compliant with the statewide dataset used by the local PSAPs.

G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.

H. It will finance any amount exceeding the approved funding for the 911 equipment costs.

I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).

J. It will provide to the Division, documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.

K It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.

L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to the 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

> "This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee's only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date."

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name:	Chief Juan Montano
Title:	Chief of Police
Address:	318 Moreno St. Las Vegas, New Mexico 87701
Phone:	505-425-7504
Fax:	505-425-5046
Email:	juan_montano@ci.las-vegas.nm.us

B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Bill Range

Title: E-911 Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, NM 87501

Phone: 505-827-4804
Fax: 505-827-4948
Email: bill.range@state.nm.us

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date 8/16/16

Richard Trujillo

(Type or Print Name)

STATE OF NEW MEXICO)
)ss.
COUNTY OF San Miguel)

The foregoing instrument was acknowledged before me this 16th day of August, 2016, by Suzette N. Rudolph.

Notary Public

OFFICIAL SEAL
Suzette N. Rudolph
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 11-4-19

My Commission Expires: 11/4/19

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____
Rick Lopez, Director

Date 8/19/16

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

The foregoing instrument was acknowledged before me this 19 day of August, 2016, by Rick Lopez.

Notary Public

OFFICIAL SEAL
3-14-2020

My Commission Expires: 3/14/2020

Exhibit A

PSAP Annual Report

PSAP Annual Report Form For: _____

Date of Report: _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P. O. boxes)	
Number make and model of E911and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such)	
Type of equipment to include make and model	
Telephone switching equipment	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software	
Number and type of dedicated/ switched voice/data circuits	
Routing central office and PSAP end office	
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address	
MSAG coordinator name, address, phone number, and Email address	
GIS representative to include physical address, telephone number, and Email address	

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder	
Section 10.6.2.11 D(9)	
Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Provide the administrative number(s)	
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
List of fixed transfers	
List of auto-dial transfers	
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with the ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. Include a copy of your procedures.	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. Include a copy of your procedures.	
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
	Wireline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apl			
May			
June			
Total			
Month Avg.			
Day Avg.			

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant

Exhibit C

Local Government Division

Department of Finance and Administration

Grantee:	City of Las Vegas	**Grant Award:**	333,613
Address:	318 Moreno Street	**Project Number:**	17-E-20
	Las Vegas, NM 87701	**Grant Period:**	July 1, 2016 - June 30, 2017
Telephone:	575-454-1401		
	Number of Funded PSAP Positions:	**Las Vegas - 3, DPS Dist 2 - 3**	

Budget Line Items	**Total Budgeted Amount**
Capital	
E-911 Equipment Upgrades	-
Firewall and Router Equipment	-
Dispatch Software	-
Recorder	-
UPS/Generator	-
Capital Subtotal	-
Recurring Network/Managed Services	
Voice Network	120,000
Data MPLS Network	38,774
Wireless Cost Recovery	2,700
Recurring Network/Circuit Subtotal	**161,474**
Recurring Maintenance	
System Maintenance	127,000
Recurring Maintenance Subtotal	**127,000**
Services/Training	
911 Related Training	15,000
911 Related GIS	6,000
911 Consulting Services	1,924
GIS Consulting Services	16,300
Interpretive Services	200
Minor Equipment	5,715
Services/Training Subtotal	**45,139**
TOTAL	**333,613**

CITY COUNCIL MEETING AGENDA REQUEST

DATE: *09/09/16* **DEPT:** *Community Development Dept.*

MEETING DATE: *09/21/16*

ITEM/TOPIC: *Contract between the City of Las Vegas and the Parachute Factory*

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Contract between the City of Las Vegas and the *Parachute Factory.*

BACKGROUND/RATIONALE: *The Contractor is a non-profit corporation, whose purpose is to implement a fast track, highly effective digital fabrication, manufacturing program and certification in the City of Las Vegas.*

STAFF RECOMMENDATION: *Approve*

COMMITTEE RECOMMENDATION:

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

Annette Velarde

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16/green

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
THE PARACHUTE FACTORY

This contract entered into this _____ day of _____, 2016, and effective _____ ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and The Parachute Factory, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to implement a fast track, highly effective digital fabrication and manufacturing program and certification.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Eleven Thousand and 00/100 Dollars (11,000.00) to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

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

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have

any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor

under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign

immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____ _____

Richard Trujillo, City Manager Organization

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

Addendum A

Scope of Work

(Under this Cover)

City of Las Vegas, New Mexico

Workforce and Talent Development / Economic Development Funding

Certification in Digital Fabrication, Making

PROJECT PLAN

What is your goal/objective for improving Las Vegas' workforce? What problems will your project/program solve in our workforce?

Our goal is implement a fast track, highly effective **digital fabrication and manufacturing program** to teach the emerging critical skills for necessary succeeding in our rapidly evolving regional economy. Our program will:

- Develop cutting-edge skills necessary for competing across a wide variety of emerging fields and evolving professions.
- Cultivate entrepreneurial opportunities by connecting students and graduates with new ideas, resources and potential partners.
- Establish a recognized professional certification for individuals completing the program that will enable employers and investors to clearly understand an individual's baseline skills and potential.
- Work with established expert partners to actively place certified graduates in high-opportunity job and apprenticeship positions.

Most workforce development programs, especially those focusing on our core target group of underserved youth and veterans, do a good job of placing people in lower income manual labor jobs, but don't **prepare them for positions of leadership and expertise in a dynamic, digitally-focused economy**. Simultaneously, too few potential entrepreneurs are exposed to the tools and techniques necessary to ignite and manifest potential product ideas. Our program will alter this dynamic in Las Vegas and, eventually, throughout New Mexico.

The results of the program will be to:

- Establish Las Vegas as a progressive epicenter for practical, effective, reliable training in important workplace technologies.
- Infuse a generation with the skills to be competitive in the workplace.

- Allow Las Vegas to take a leadership role in establishing best practices for workforce development of emerging critical skillsets.
- Significantly expand the reach and wage potential of partner programs such as YouthWorks! and HELP New Mexico
- Create a self-sustaining workforce development and entrepreneurial support system

Describe your program or project. Please include a narrative of the process including a timeline and key milestones.

We are creating a pilot program offering a **Certification in Digital Fabrication, Making and Manufacturing**. The program will be developed initially in Santa Fe and Las Vegas, New Mexico.

The curriculum and certification program to train and certify New Mexicans (and especially local underserved youth) aims to combine the **most important job skills for success in the near future with cultivating entrepreneurial potential in the long-term.**

Following a successful pilot, we will expand into additional communities, such as Santa Fe, Albuquerque, and Taos. **Statewide expansion will ensure that employers across New Mexico are aware of the benefits of the program and the trustworthiness of the certification.**

Understanding digital fabrication tools and techniques is rapidly becoming a core competency of the existing and future job markets. Just as proficiency with computers and software became the defining skillset of a generation, digital fabrication and the associated tools and techniques are poised to define the next generation of high-skill employees in construction, manufacturing, design, architecture, product development, and a host of additional fields.

Ultimately, **the program will be self-sustaining** through a combination of low-cost tuition, business (key employer) sponsorship, and the creation of an in-house manufacturing concern that will serve as the crucible for student engagement and development. Much in the same way that culinary students spend time operating a campus restaurant, our students will help design and produce key products using digital fabrication technologies.

Timeline and Milestones:

1. Formalize core responsibilities and deliverables of partner agencies and programs: Sept. 2016.
2. Begin outreach and recruitment of pilot program candidates: Oct. 2016.
3. Resolve core components of certification program and correlate benchmarks to department of labor standards: Oct. / Nov., 2016.
4. Finalize instructors for all aspects of program as well as visiting experts: Nov., 2016.

5. Execute 6 month program: November 2016 through April 2017.
6. Graduation and presentation of certifications: May 2017.
7. Placement of graduates in jobs/apprenticeships: May-July 2017.
8. Aggregation of student experiences, partner input, data tracking and results into report: June 2017.

This is a model program capable of expanding statewide and pursuing state and federal funding going forward and capable of franchise-style replication in other locations throughout the United States.

What areas/populations you intend to target:

Via our partnerships with YouthWorks! and HELP New Mexico we will work actively with disconnected youth as the core and most critical outreach group and beneficiary of the program. We believe **we can significantly expand the fields of opportunity and the wage potential** for current and future participants in these programs and will rely on the established expertise of the programs both for identifying and recruiting candidates as well as for job and apprenticeship placement following certification.

High school and college students as well as recent college graduates will be approached in association with West Las Vegas Schools, Las Vegas City Schools, Luna Community College, UWC-USA, and Highlands University.

Low income workers and families, as well as **median income workers and their families**, will be targeted through public and social media outreach as well as through specific programs designed to encourage employers to pay reduced fees in order to help educate their existing employees and the families of those employees. In particular, we plan to work with construction and manufacturing companies as well as hopefully establish programs for City and County of Las Vegas and San Miguel employees.

Specific targeted industries will include **construction**, **manufacturing**, **architecture**, **design**, **product design**, **sales**, **art fabricators**, **medical device manufacture** and **outdoor product manufacturers**.

How will you improve, leverage existing programs and community partners? How will you avoid duplication of existing programs and resources?

Our program will interact with and build on the efforts and **established networks already created by organizations such YouthWorks! And HELP New Mexico**. For example, YouthWorks! Maintains an existing certification program called Youthbuild that trains its participants in basic construction techniques via a partnership with Habitat for Humanity. Youthworks! then works to place graduates in apprenticeship programs with local employers

and helps to offset the cost. Our certification program will offer the same kind of partnership to Youthworks that Habitat for Humanity provides. The difference will be MAKE Santa Fe taking leadership on the development and validity of the certification and **actively working to ensure that graduates are ready to go to work in higher wage positions across a wider range of fields.**

Similarly, we will complement the work HELP New Mexico does to place underserved constituents in good job opportunities.

We have additional active partnerships with the White House Nation of Makers, Harvard University's Agency by Design, Georgetown University's Maker Hub, MAKE Santa Fe at the Meow Wolf Arts Complex, the ToolBox, Taos, and the Vietnam Veterans of America.

Our team has the demonstrated expertise to develop these programs and partnerships as well as the existing relationships to guide entrepreneurially-minded graduates toward resources and opportunities for starting businesses in our community.

How will your project evolve with the needs of the labor force and business?

Our certification program is predicated on training participants in **key emerging and developing technologies and digital fabrication equipment**. It's already a core mission of Parachute Factory to provide our community constituencies with access to and examples of the most compelling and effective developing technologies and those most likely to have an impact on businesses. We bring this key competency, as well as an international network of "maker" professionals to bear on creating a dynamic and flexible curriculum that will evolve as needed. Additionally, by **working closely with regional industries and employers**, both to generate support for the program and to place graduates as employees and with apprenticeships, we'll have a direct line to the shifting needs of businesses in the area.

Finally, our program is already future forward--the first major employers outside of cabinet shops and sign production studios to embrace these technologies are just beginning to come on line in meaningful ways. We're piloting this program as we've seen these job skills explode in coastal cities and major urban centers and begin to spread to southwestern employment centers like Denver, Austin and Phoenix. **Our program is timed to match industry needs over the coming decade in New Mexico**.

What is your communications and outreach plan? Who do you need to reach and how will you achieve this?

We believe the pilot program will be 80 percent filled via referrals from partnerships with Youthworks and HELP New Mexico. However, we will need to test our outreach techniques in order to be ready to grow the program over the coming years.

We will reach out to:

- Underserved youth
- Existing employers, especially in targeted industries
- Low and median income workers
- State agencies
- Business advocacy groups, development corporations, chambers, etc
- Schools, colleges and universities
- Recent high school and college graduates
- Veterans

Targeted and paid social media campaigns will help us reach individuals who have expressed an interest and/or proclivity in the skills we offer development in. We will capture and **celebrate the experience of pilot program participants via photography and video** for outreach in the following year.

Past and current community involvement by our team members demonstrate that we have strong existing relationships for reaching the remaining key audiences.

Team Member Qualifications

Why is your team worth investment by the City of Las Vegas? Please include relevant experience and background for all team members.

Mariano Ulibarri is the founder and director of Parachute Factory, a community makerspace in Las Vegas, NM. Since 2012, Parachute Factory has been promoting the maker movement in New Mexico through local events, statewide outreach, and presentations at the national level. In 2016, Mariano was invited to participate in President Obama's Nation of Makers Makerspace Organizers Meeting at the White House in Washington, D.C. In 2015, Congressman Ben Ray Lujan honored Parachute Factory with a Congressional Record, honoring Ulibarri & the organization for its contribution to promoting STEAM learning in New Mexico. **Parachute Factory is one of 35 sites nationwide to work with the Harvard University Graduate School of Education's Agency by Design** - a multi-year research project on the impact of maker education. In 2013, Parachute Factory joined forces with the New Mexico State Library to launch the NM Makerstate Initiative - a library-based makerspace program that has grown to be one of the largest in the country. Ulibarri is a Las Vegas, NM native. His goal with the Parachute Factory is to **empower local youth to reach their full potential through science, technology, engineering, art, and mathematics education**.

Adelita Lujan

Adelita is the third generation business operator of Estella's Cafe in Las Vegas, NM. In 2012, Estella's Cafe was home to the very first Parachute Factory pop-up makerspace event, and served as home to Hacker Scouts Guild #005 and Parachute Factory for the remainder of the year. Adelita is the mother of two, and a community activist. She initially joined Parachute Factory to support her children, but has proven to be one of the organization's most valuable members over the years. **Adelita is a strong communicator, skilled at bridging gaps between populations that might otherwise not connect**. Since Parachute Factory's first event, Adelita has done her best to assure Parachute Factory could become the force that it is today.

Adam Caldwell
Adam specializes in **data visualisation and information technology**. With more than 10 years in the field, Adam has supervised IT programs at New Mexico Highlands University, Luna Community College, and the Armand Hammer United World College of the American West. Adam studied in London, and the Pacific Northwest, but has always found his way home to northern New Mexico.

Measurement and Key Indicators

What are your measures and when will they be reported?

We intend to measure the following:

- Partnerships, expectations and experiences
- Interest/applications to program
- Interest/communication with employers and agencies
- graduation/certification success level
- Job and apprenticeship placement rate
- Pre program home and workplace locations for participants
- Pre program income for participants
- Post certification home and workplace locations for participants
- Post certification income for participants
- Post certification businesses started by graduates
- Workforce training engaged by employers
- Wage change before and after workforce training
- Estimate of new jobs created in areas covered by certification
- Post certification participants who cite program as key aspect of achieving new or higher paying employment

How will we know if your project/program is succeeding?

- Certification trusted by employers

- Graduates placed in jobs and retaining jobs
- Graduates starting businesses
- Employers pursuing advanced training for employees
- Higher wages
- Desire to participate in program
- Diversity of program participants
- Success in building product-based self sufficiency program

How does your data collection inform program improvement, creation, integration, and collaboration? How are you identifying needs and trends?

In the initial phase our data collection will be **publicly available and searchable** on our website. We will invite both participants and partner organizations to make observations and suggestions based on the data. In the second phase, the data will be **visually and geographically represented and the search and view parameters will be interactive and customizable** by interest and key factors. We intend to invite all interested parties, including and especially City of Las Vegas, NM to visually track the location, achievments, job placement and wage growth of program participants and the impact on partner organizations and employers.

This powerful tool will ensure that our process and priorities are entirely transparent and **enable us to see demographics that are not utilizing the program or failing to benefit from it**. Tying ourselves to this kind of tracking also commits us to a long term relationship with program alumni--we don't want to push people through a program, **we want to be a long-term partner in their ongoing success, career development and entrepreneurial opportunities**.

Budget

Provide a detailed budget including a description of what funding is being requested, for how many years, from the City of Las Vegas and how funds will be used.

PERSONNEL

Mariano Ulibarri, Project Coordinator

Working with the executive teams of Make Santa Fe and Parachute Factory, Ulibarri will coordinate outreach, curriculum planning and administration, program evaluation, and strategize with other community organizations for a comprehensive workforce development program.
$6,400: 7.5 hours per week, October 2016 through May 2017, 256 hours @ $25/ hour.

MATERIALS, EQUIPMENT AND SUPPLIES

We will need to purchase equipment to educate participants in modern manufacturing technology. Included will be:

$1,400 - X-Carve CNC
$1,200 - Windows based PC for CNC Machine
$2,000 - Laser Cutters

TOTAL FUNDS REQUESTED:
$11,000

*Please note that budget is up for negotiation. Materials, equipment, and supplies may be covered through another grant. Our primary concern for this proposal is compensation for the program coordinator. In addition to the funds requested above, we would ask of the City of Las Vegas an "in-kind" contribution of physical space to run the program.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: *09/09/16* **DEPT:** *Community Development Dept.*

MEETING DATE: *09/21/16*

ITEM/TOPIC: *Contract between the City of Las Vegas and the Tri-County Farmers Market.*

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Contract between the City of Las Vegas and the Tri-County Farmers Market.

BACKGROUND/RATIONALE: *The Tri-County Farmers Market is a non-profit corporation, whose purpose is to provide a market place to sell fresh fruits, vegetables, plants/herbs,and local crafts from the counties of San Miguel, Mora and Guadalupe. They will enter into a contract to provide cultural events and educational services to the City of Las Vegas.*

STAFF RECOMMENDATION: *Approve*

COMMITTEE RECOMMENDATION:

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

Cornette Velarde
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurulé-Girón
TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16/Green

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
TRI-COUNTY FARMERS MARKET

This contract entered into this _____ day of _____, 2016, and effective _____ ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and the Tri-County Farmers Market, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to provide a market place to sell fresh fruits, vegetables, plants/herbs, local crafts from the counties of San Miguel, Mora and Guadalupe.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Five Thousand and 00/100 Dollars (5,000.00) to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

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

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have

any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

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The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

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It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work

satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

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As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign

immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement.

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____ _____

Richard Trujillo, City Manager Organization

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

Addendum A
Scope of Work

The Tri-County Farmers Market will provide to the City of Las Vegas the following:

Complete a DVD to be reproduced and distributed as an educational tool to the community on the benefits of healthy eating and gardening. At least 150 copies shall be produced and may be sold or distributed. Half must be distributed by December 31, 2016.

Contractor will host a fall festival to be held at Carnegie Park (or other City Park) which shall include educational booths staffed by local non-profits, raffles and local music. Contractor will contact local schools to collaborate on a poster contest for children regarding nutrition and the importance of fresh fruits and vegetables. To be held no later than October 31, 2016.

Contractor will host an educational event that will focus on seed saving education and seed saving activities, the purpose of which is to create a seed saving bank. Contractor will contact local schools to collaborate on a poster contest for children regarding nutrition and the importance of fresh fruits and vegetables, and develop ways to provide nutritional school lunches. To be held and completed no later than April 30, 2016.

Contractor will include local music and children's activities at its spring opening (approximately May 2017).

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/09/16 **DEPT:** Utilities Dept. **MEETING DATE:** 09/21/16

ITEM/TOPIC: Conduct a public hearing and adopt Ordinance No. 16-01 for Water Trust Board 317 funding-Raw Water Conveyance pipeline project.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to conduct a public hearing and adopt Ordinance No. 16-01.

BACKGROUND/RATIONALE: The Raw Water Conveyance pipeline project consists of construction of a raw water conveyance feed pipeline from Peterson reservoir to Bradner reservoir. This will allow for the inlet and outlet to be in separate locations improving water quality prior to treatment.

The Water Trust Board (WTB) has awarded the City $1,370,960 in grant/loan (90% grant/10% loan) funding for the construction of the Raw Water Conveyance feed line. The funding agency requires that the agreement be adopted through ordinance.

STAFF RECOMMENDATION: Approval to conduct a public hearing and adopt Ordinance No. 16-01.

COMMITTEE RECOMMENDATION:

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

Maria Gilvarry

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

TONITA GURULE-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 04/20/16

SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
LAWYERS

IRWIN S. MOISE (1906-1984)
LEWIS R. SUTIN (1908-1992)
FRANKLIN JONES (1919-1994)
RAYMOND W. SCHOWERS (1948-1995)
GRAHAM BROWNE (1935-2003)

DEREK V. LARSON (Of Counsel)
NORMAN S. THAYER (Of Counsel)

ANDREW J. BARANOWSKI
ANNE P. BROWNE

SUZANNE WOOD BRUCKNER
MARIA MONTOYA CHAVEZ
KATHARINE C. DOWNEY
EDUARDO A. DUFFY
MICHAEL J. GOLDEN
SUSAN M. HAPKA
ROBERT G. HEYMAN
CHRISTOPHER A. HOLLAND
WADE L. JACKSON
CHRISTINA M. LOONEY
STEVAN DOUGLAS LOONEY

KEITH C. MIER
LYNN E. MOSTOLLER
JACQUELINE N. ORTIZ
CHARLES J. PIECHOTA
JAY D. ROSENBLUM
FRANK C. SALAZAR
JUSTIN R. SAWYER
ANDREW J. SIMONS
MARIPOSA PADILLA SIVAGE
BENJAMIN E. THOMAS
L. CURTIS VERNON

TWO PARK SQUARE
6565 AMERICAS PARKWAY, N.E.
ALBUQUERQUE, NEW MEXICO 87110
POST OFFICE BOX 1945
ALBUQUERQUE, NEW MEXICO 87103
505-883-2500
FAX 505-888-6565

317 PASEO DE PERALTA
SANTA FE, NEW MEXICO 87501
POST OFFICE BOX 2187
SANTA FE, NEW MEXICO 87504
505-988-5521
FAX 505-982-5297

WWW.SUTINFIRM.COM

September 14, 2016

FEDERAL EXPRESS
Shawni Muniz
City of Las Vegas, New Mexico
1700 North Grand Avenue
Las Vegas, New Mexico 87701

Water Project Fund Loan/Grant from New Mexico Finance Authority (0317-WTB)

Dear Ms. Muniz:

We enclose documents for signature for the closing of this loan/grant from the New Mexico Finance Authority. The documents are dated October 28, 2016, which is the date the loan/grant will close. The signature pages have been marked for execution by the Mayor and City Clerk.

1. **Ordinance** (for completion of the quorum and vote information on pages 1 and 14, and for signature by the Mayor and City Clerk on marked pages– please seal as well (if any) and add the meeting notice and agenda as Exhibit A. I only need a copy of this. You may retain the original in your records).

2. **Water Project Fund Loan/Grant Agreement** (for signature by the Mayor, City Clerk and City Attorney – please seal as well).

3. **General and No Litigation Certificate** (for signature by the Mayor, City Clerk and City Attorney – please seal as well).

4. **Delivery, Deposit and Cross-Receipt Certificate** (for signature by the Mayor and City Clerk – please seal as well).

In addition, we need the Attorney Opinion placed on letterhead, dated October 28, 2016, and the Right-of-Way Certificate, signed and delivered to us – these forms have been sent electronically to Mr. Galllegos for this purpose.

Please have each of the signature pages signed where designated and return all of the documents and signature pages to me by **Wednesday, October 5, 2016.**

Thank you for your assistance in this process. If you have any questions, please don't hesitate to call me at (505) 883-3313

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

By Stacy Camacho
Stacy Camacho
Paralegal
Albuquerque Office

Enclosures
3995592.docx

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF ORDINANCE NO. 16-01 OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO, ON SEPTEMBER 21, 2016

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

The City Council of Las Vegas (the "Governing Body") of the City of Las Vegas, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 1700 North Grand Avenue, Las Vegas, New Mexico, being the meeting place of the Governing Body for the meeting held on the 21st day of September, 2016 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: _____

City Council Members: _____

_____

_____

_____

Absent:

_____

_____

Also Present:

_____

_____

_____

Thereupon, there were officially filed with the City Clerk copies of a proposed Ordinance and Water Project Fund Loan/Grant Agreement in final form, the proposed Ordinance being as hereinafter set forth:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 16-01

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT AUTHORIZED BY THE NEW MEXICO WATER TRUST BOARD AND ENTERED INTO BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "LENDER/GRANTOR") AND THE CITY OF LAS VEGAS (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $1,370,960, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A RAW WATER CONVEYANCE FEED PIPELINE FROM PETERSON RESERVOIR TO BRADNER RESERVOIR, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PLEDGING AND PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM NET SYSTEM REVENUES OF THE WATER FUND; 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 Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; 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, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the Finance Authority or a debt or pledge of the full

faith and credit of the Borrower/Grantee, the Water Trust Board, the Finance Authority or the State; and

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

WHEREAS, the Governing Body hereby determines that (i) the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; or (ii) that the Governing Body will take such steps as are necessary to obtain the Additional Funding Amount within six (6) months after the Closing Date; and

WHEREAS, the Borrower/Grantee acknowledges that, in the event that it 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 Water Trust Board and the Finance Authority, terminate and be of no further force or effect; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the Finance Authority and the Water Trust Board, including but not limited to the requirements of Executive Order 2013-006; 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 Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Ordinance, 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 Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of hard or of the soft match, 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 $274,192.

"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, City Manager, Finance Director 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.

"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.

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

"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 Ordinance 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 $1,233,864.

"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, 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 to the constituent public served by the Borrower/Grantee.

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 therefore 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 Ordinance and not solely to the particular section or paragraph of this Ordinance 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 $137,096.

"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 $1,370,960.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and among the Borrower/Grantee, the Water Trust Board and the Finance Authority as authorized by this Ordinance.

"Net System Revenues" means the Gross Revenues of the water utility system owned and operated by the Borrower/Grantee 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.

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

"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 Ordinance 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.

"State" means the State of New Mexico.

"System" means the water utility system 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 Ordinance) 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 whom 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 whom 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 interest of the public health, safety, and welfare of the constituent 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, or is expected to become available to the Borrower/Grantee within six (6) months after the Closing Date, 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.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

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 located.

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

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least three-fourths (3/4) 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 constituent public served by the Borrower/Grantee 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 $1,233,864 and borrowing the Loan Amount of $137,096 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 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 Ordinance was adopted. The Grant shall be in the amount of $1,233,864 and the Loan shall be in the amount of $137,096. 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 Ordinance 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. Water Trust Board and 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. Neither the Water Trust

Board nor the Finance Authority shall 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.

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 Ordinance, 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 Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance 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 Ordinance. This Ordinance 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 Water Trust Board and the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance 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 Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

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. Effective Date. Upon due adoption of this Ordinance, 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 Ordinance 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 Ordinance, this Ordinance shall be effective upon adoption of this Ordinance 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 Ordinance shall be published in substantially the following form:

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

CITY OF LAS VEGAS, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 16-01, duly adopted and approved by the City Council of the City of Las Vegas, New Mexico on September 21, 2016. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 1700 North Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 16-01

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT AUTHORIZED BY THE NEW MEXICO WATER TRUST BOARD AND ENTERED INTO BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "LENDER/GRANTOR") AND THE CITY OF LAS VEGAS (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $1,370,960, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A RAW WATER CONVEYANCE FEED PIPELINE FROM PETERSON RESERVOIR TO BRADNER RESERVOIR, AND SOLELY IN THE MANNER DESCRIBED IN

THE LOAN/GRANT AGREEMENT; PLEDGING AND PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM NET SYSTEM REVENUES OF THE WATER FUND; 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 Ordinance 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*]

[*Remainder of page intentionally left blank.*]

PASSED, APPROVED AND ADOPTED THIS 21st day of September, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Tonita Gurule-Giron, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

[*Remainder of page intentionally left blank.*]

Governing Body Member _____ then moved adoption of the foregoing Ordinance, duly seconded by Governing Body Member _____.

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

Those Voting Aye:

_____

_____

_____

_____

_____

_____

_____

_____

Those Voting Nay:

_____

_____

_____

Those Absent:

_____

_____

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

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

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Tonita Gurule-Giron, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

_____
H. Chico Gallegos, City Attorney
Approved as to Legal Sufficiency Only

[*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 Avenue, Las Vegas, New Mexico on September 21, 2016 at 6:00 p.m. insofar as the same relate to the adoption of Ordinance No. 16-01 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. 16-04, adopted and approved on January 20, 2016 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By_____
Casandra Fresquez, City Clerk

3894075.doc

EXHIBIT "A"

Notice of Meeting and Meeting Agenda

$1,370,960

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

Dated

October 28, 2016

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 October 28, 2016, 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").

W I T N E S S E T H:

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 municipality under the general laws of the State and 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 $137,096 from the Lender/Grantor and to accept a grant in the amount of $1,233,864 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 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, Chapter 88, being House Bill 578 of the 2015 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 will be 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

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, NMSA 1978, and enactments of the Governing Body relating to the Loan/Grant Agreement, including the Ordinance, 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 $274,192.

"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 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, City Manager, Finance Director 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 request for payment 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.

"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 Ordinance 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 of the Borrower/Grantee 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 $1,233,864.

"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 $137,096.

"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 $1,370,960.

"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.

"Ordinance" means the Borrower/Grantee's Ordinance No. 16-01, adopted September 21, 2016, authorizing the acceptance of the Loan/Grant and the execution of this Agreement.

"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 Ordinance 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.

"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 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 Ordinance 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 for 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 construction to install a 36-inch diameter raw water conveyance pipeline from the Peterson Reservoir to the Bradner reservoir for the Borrower/Grantee, 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 Ordinance, 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 as 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 or, prior to commencing construction, shall obtain 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 for the Agreement Term, 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. During the Agreement Term, 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 services 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 services 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.

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

(z) Executive Order 2013-006 Requirements. 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.

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 request for payment 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 request for payment 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 in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment 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 request for payment 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 or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning June 1, 2017, 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 Department of Finance

and Administration, 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. The Finance Authority shall cause the DFA to 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 in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the Finance Authority shall:

(a) transfer from monies available for that purpose 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 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 2017 and continuing through the year 2036 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. Subject to Section 2.1(n) hereof, 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, 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 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 request for payment 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 request for payment 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 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 the next March 31, June 30, September 30, or December 31 falling 1 month or more after Closing Date, 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 and shall dispose of such unexpended proceeds in accordance with law; (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 dispose of such funds in accordance with law. 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.: Public Utilities Director and Finance Director
1700 North Grand Avenue
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 an 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 9, 2014 and by the Finance Authority's Board of Directors on June 26, 2014, in its corporate name by its duly authorized officer; 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

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

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan/Grant Counsel

By _____
Suzanne Wood Bruckner

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_____
Richard Trujillo, City Manager

ATTEST:

By_____
Casandra Fresquez, City Clerk

By _____
H. Chico Gallegos, City Attorney
Approved as to Legal Sufficiency

EXHIBIT A

TERM SHEET

$1,370,960 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 for 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 construction to install a 36-inch diameter raw water conveyance pipeline from the Peterson Reservoir to the Bradner reservoir for the Borrower/Grantee, and shall include clearing, grubbing, tree and stump removal as well as excavation and removal of rock, and 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:	$1,233,864
Loan Amount:	$137,096
Pledged Revenues:	Net System Revenues
Outstanding Senior Obligations for Pledged Revenues:	2013 NMFA DW Loan (2727-PP), matures 6/34 2013 NMFA DW Loan (2878-PP), matures 6/35 2013 NMFA DW Loan (2910-PP), matures 6/35 2013 NMFA DW Loan (2911-PP), matures 6/35
Outstanding Parity Obligations:	2011 NMFA WTB Loan (0197-WTB), matures 6/31 2011 NMFA WTB Loan (0218-WTB), matures 6/31 2011 NMFA WTB Loan (0219-WTB), matures 6/31 2011 NMFA WTB Loan (0251-WTB), matures 6/32 2011 NMFA WTB Loan (0286-WTB), matures 6/34
Authorizing Legislation:	Borrower/Grantee Ordinance No. 16-01, adopted September 21, 2016

Additional Funding Amount:	$274,192
Closing Date:	October 28, 2016
Project Account Amount:	$1,370,960
Expense Account Deposit:	$0
Administrative Fee:	.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 Ordinance was adopted and at which this Agreement, the Ordinance 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: $1,370,960 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the City of Las Vegas, New Mexico, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. 0317-WTB

Closing Date: October 28, 2016

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, 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, 2017 and ending June 1, 2036. 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.

[DEBT SERVICE SCHEDULE ATTACHED]

DETAILED BOND DEBT SERVICE

Las Vegas, City of
0317-WTB, Water Project

Loan Component (LOAN)

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2017	4,045	0.250%	202.79	4,247.79
06/01/2018	6,846	0.250%	332.63	7,178.63
06/01/2019	6,864	0.250%	315.51	7,179.51
06/01/2020	6,881	0.250%	298.35	7,179.35
06/01/2021	6,898	0.250%	281.15	7,179.15
06/01/2022	6,915	0.250%	263.91	7,178.91
06/01/2023	6,932	0.250%	246.62	7,178.62
06/01/2024	6,950	0.250%	229.29	7,179.29
06/01/2025	6,967	0.250%	211.91	7,178.91
06/01/2026	6,985	0.250%	194.50	7,179.50
06/01/2027	7,002	0.250%	177.03	7,179.03
06/01/2028	7,020	0.250%	159.53	7,179.53
06/01/2029	7,037	0.250%	141.98	7,178.98
06/01/2030	7,055	0.250%	124.39	7,179.39
06/01/2031	7,072	0.250%	106.75	7,178.75
06/01/2032	7,090	0.250%	89.07	7,179.07
06/01/2033	7,108	0.250%	71.34	7,179.34
06/01/2034	7,125	0.250%	53.57	7,178.57
06/01/2035	7,143	0.250%	35.76	7,178.76
06/01/2036	7,161	0.250%	17.90	7,178.90
	137,096		3,553.96	140,649.96

EXHIBIT D

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

Fund Recipient Names: City of Las Vegas Recipient Contact: _____ Phone Number: _____	WTB Project Number: 0317-WTB WTB Project Name: Raw Water Conveyance System Project Project Type: Storage and Conveyance

Quarterly Project Report ☐ Final ☐ Other ☐ _____
Report Period: From - ____/____/____ To - ____/____/____

Contract Expiration: 6/1/2036

Total WTB Award: $1,370,960 Current Balance: $_____

Loan 10% Grant 90% Match 20%

Expected WTB Award Expenditure Next Quarter: $_____

Additional Funding Amount Expended to Date: $_____

Expected Additional Funding Amount Expenditure Next Quarter: $_____

Project Phase: Planning ☐ Design ☐ Construction ☐

PROJECT TIME: Original Completion Date: _____
Current Completion Date: _____
Days Remaining for Completion _____
Percent Project is Complete _____% On Schedule? Yes ☐ No ☐

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 Officer: (*Print*) Date: _____	Authorized Officer Signature:

EXHIBIT E

FORM OF CERTIFICATE OF COMPLETION

RE: $1,370,960 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the City of Las Vegas, New Mexico, as Borrower/Grantee (the "Loan/Grant Agreement")

Loan/Grant No. 0317-WTB

Closing Date: October 28, 2016

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

By: _____
Its: _____

$1,370,960
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. 0317-WTB

STATE OF NEW MEXICO	)	DELIVERY, DEPOSIT AND
	) ss.	CROSS RECEIPT
COUNTY OF SAN MIGUEL	)	CERTIFICATE

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

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of $1,370,960, to the Finance Authority (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Ordinance No. 16-01 (the "Ordinance") adopted on September 21, 2016 relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals 1,233,864 and the Loan Amount equals $137,096, as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 7.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit "B" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Ordinance and the Loan/Grant Agreement.

WITNESS our signatures and the seal of the Borrower/Grantee this 28th day of October, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY,
NEW MEXICO

(SEAL)

By_____
Richard Trujillo, City Manager

By_____
Casandra Fresquez, City Clerk

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

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Las Vegas, New Mexico the Loan/Grant Agreement for Project No. 0317-WTB.

NEW MEXICO FINANCE AUTHORITY

By_____
Robert P. Coalter, Chief Executive Officer

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$1,370,960
CITY OF LAS VEGAS, LAS VEGAS COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. 0317-WTB

STATE OF NEW MEXICO	)	GENERAL AND
	) ss.	NO LITIGATION
COUNTY OF SAN MIGUEL	)	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 Ordinance No. 16-01 adopted by the Governing Body of the Borrower/Grantee on September 21, 2016 (the "Ordinance") unless otherwise defined in this Certificate or the context requires otherwise.

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

2. From at least May 1, 2016 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:	Tonita Gurule-Giron
Councilors:	David Ulibarri Vince Howell Barbara Casey David Romero
Finance Director:	Ann Marie Gallegos
City Manager:	Richard Trujillo
City Clerk:	Casandra Fresquez
City Attorney:	H. Chico Gallegos

3. Based on data collected during the 2010 Census, the population of the City of Las Vegas is at least 75% English speaking.

4. Notice of the public hearing on the Ordinance and of the adoption of the Ordinance was published in English in the *Las Vegas Optic*, a newspaper of general circulation in the City of Las Vegas, which is published in English.

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 Finance Authority, as authorized by the Ordinance.

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 Ordinance.

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 territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Ordinance or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Ordinance 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 Ordinance 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, none of 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 Ordinance was adopted have been held at 1700 North Grand Avenue, Las Vegas, New Mexico 87501, 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 Ordinance 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 20, 2016 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed on the date of adoption of the Ordinance and the date hereof. All action of the Governing Body with respect to the Ordinance and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 16-04 which resolution was effective on January 20, 2016 and has not been amended, repealed or rescinded.

14. 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.

15. The Pledged Revenues may lawfully be pledged to secure payment of amounts due under the Loan/Grant Agreement.

16. 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.

17. This Certificate is for the benefit of the Finance Authority and the Water Trust Board.

18. This Certificate may be executed in counterparts.

[*Signature page follows.*]

WITNESS our signatures and the seal of the Borrower/Grantee this 28th day of October, 2016.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

(SEAL)

By_____
Richard Trujillo, City Manager

By_____
Casandra Fresquez, City Clerk

By_____
H. Chico Gallegos, City Attorney

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CITY OF LAS VEGAS

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

TONITA GURULÉ-GIRÓN
Mayor

October 28, 2016

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

Re: City of Las Vegas, Las Vegas County, New Mexico
$1,370,960 Loan/Grant No. 0317-WTB

Ladies and Gentlemen:

I, H. Chico Gallegos, the City Attorney for the City of Las Vegas, New Mexico (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant am licensed to practice law and in good standing in the State of New Mexico, provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority and the New Mexico Water Trust Board (the "Lenders/Grantors") are 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 Ordinance No. 16-01 adopted by the Governing Body of the Borrower/Grantee on September 21, 2016 (the "Ordinance") 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 and the New Mexico Water Trust Board Approval dated June 9, 2014 for Loan/Grant No. 0317-WTB (the "Application" and the "Approval," respectively), relating to the Project.

(2) The Annual Open Meetings Act Resolution or enactments of the Borrower/Grantee in effect on January 20, 2016 and on September 21, 2016.

(3) 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.

(4) 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 election of its Mayor, City Council and City Clerk; (b) the adoption of the Borrower/Grantee's Annual 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 Water Trust Board, acting through the Finance Authority; (i) the Ordinance 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.

(5) The Ordinance and the Loan/Grant Agreement providing that the Lenders/Grantors 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.

(6) 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 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 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 corporate power:

(1) to complete the Project;

(2) to execute and deliver Loan/Grant documents including those identified above;

(3) to perform all acts required by such Loan/Grant documents to be done by it; and

(4) to own, operate and maintain the Project during its Useful Life.

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 Ordinance 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 Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement and creates a pledge of the Net System Revenues of the Borrower/Grantee as described in 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 Ordinance, and no event of default and no default under the Loan/Grant Agreement or the Ordinance 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. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance and the Loan/Grant Agreement and to the pledge of the Net System Revenues.

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 Ordinance 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 Ordinance nor any action contemplated by or pursuant to the Ordinance 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 Ordinance 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 Ordinance and the Loan/Grant Agreement.

L. The Borrower/Grantee has proper title, easement and rights of way to the property upon or through which the Project is to be constructed.

M. No legal proceedings have been instituted or are pending, and to my knowledge 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 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.

Dated this 28th day of October, 2016.

_____
H. Chico Gallegos, Esq.
City Attorney for City of Las Vegas, New Mexico

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$1,370,960
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
NO. 0317-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 and the New Mexico Water Trust Board (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 map or plat shows 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 28th day of October, 2016.

_____

H. Chico Gallegos, City Attorney for
City of Las Vegas, New Mexico

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CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/9/16 **DEPT: City Attorney** **MEETING DATE: 9/14/16**

ITEM/TOPIC: Las Vegas Police Officer's Association (LVPOA) Lodge No. 20 approval of changes to Collective Bargaining Agreement.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of LVPOA Lodge No. 20 Collective Bargaining Agreement.

BACKGROUND/RATIONALE: See attached Agreement

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

Las Vegas Police Officer's Association

FRATERNAL ORDER OF POLICE®

Meadow City Lodge #20
Las Vegas, NM 87701

MEMORANDUM

TO: Las Vegas City Manager Richard Trujillo

FROM: LVPOA President David Cordova

DATE: 9/12/2016

RE: Contract Ratification

Members of the Las Vegas Police Officer's Association, Meadow City Lodge #20 have ratified the proposed 2015 through 2018 contract agreement between the City of Las Vegas and the Las Vegas Police Officer's Association.

On August 25, 2016 members of the Las Vegas Police Officer's Association met and carefully reviewed the proposed contract. After careful consideration it was unanimously voted on by the members to accept the proposed contract agreement.

The Las Vegas Police Officer's Association greatly appreciates the commitment from the City of Las Vegas in their effort to continue improving working conditions for the association members. The Las Vegas Police Officer's Association members look forward to continuing their dedicated and selfless public service to the citizens of Las Vegas.

David Cordova President
Las Vegas POA/FOP

XC: Chief Juan Montano
City of Las Vegas Human Resources Department

AGREEMENT

BETWEEN

THE CITY OF LAS VEGAS

AND

THE LAS VEGAS POLICE OFFICER'S ASSOCIATION

FRATERNAL ORDER OF POLICE

LAS VEGAS LODGE #20

EFFECTIVE
JUNE 30, 2016

THROUGH
JUNE 30, 2018

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AGREEMENT

THIS AGREEMENT is entered into by and between the City of Las Vegas municipal corporation of the State of New Mexico, hereinafter sometimes referred to as the "City", and the Las Vegas Police Officer's Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Las Vegas Lodge #20 Fraternal Order of Police.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

NOW THEREFORE, IT IS HEREBY AGREED:

A. The City of Las Vegas recognizes the Las Vegas Police Officer's Association as the exclusive collective bargaining representative for the regular, full time non-probationary sworn police officers, sergeants, and communications specialists.

B. The City of Las Vegas extends to the Las Vegas Police Officer's Association representing such unit of employees the following rights:

   1. To represent the employees in negotiations and in the settlement of grievances;
   2. To exclusive representation status during the term of this Agreement as provided in the Employee Relations Ordinance.

C. The parties agree that they will not practice nor tolerate discrimination against employees covered by this Agreement because of race, color, religion, sex, ancestry, national origin, age, disability, martial status, union or non-union affiliation or political affiliation. Sexual harassment will not be tolerated by the parties.

D. For the purposes of this Agreement, and any subsequent Memorandum of Understanding, the City of Las Vegas shall be referred to as the "City"; the Las Vegas Police Department shall be referred to as the "Department"; the Chief of Police shall be referred to as the "Chief"; the Las Vegas Police Officer's Association shall be referred to as the "Association"; and any references to officer shall be referred to as "Employee".

Section 1 ASSOCIATION RIGHTS

A. The City will have an open door policy for Association Representative(s) where they may meet with the Chief of Police or his designee when possible. The Association and the City agree to attempt to resolve all grievances at the lowest level.

B. The Association President or designee with the approval of the Chief of Police or his designee, may be granted annual leave, for the purposes of attending meetings related to Union business.

Section 2 LOST, DAMAGED, OR STOLEN PROPERTIES

A. Officers who have lost, damaged or have had city property stolen in the line of duty, will not be required to reimburse the City so long as the employee can prove that negligence was not a factor to the satisfaction of their chain of command and the Chief.

B. The City will replace an employee's uniform, insignias, patches, and equipment damaged in the line of duty as a result of a direct delivery of service. These items will be replaced if the Chief of Police or his designee determines that the above item is necessary for the employee to carry out his/her duties. This language is not intended to be used to replace worn out uniforms or equipment.

Section 3 UNIFORMS

A. It is under stood by the parties of this agreement that uniform regulations of the Department are established by the Chief and that the primary purpose of this section is for uniform replacement, cleaning, equipment purchases, equipment repair and maintenance.

B. This allowance shall be disbursed bi-annually in equal of $425.00 to each non-probationary commissioned police officer, sergeant, lieutenant, and to each dispatcher.

Section 4 FIREARMS

A. Employees who carry a firearm shall be required to remain certified as required by the New Mexico Law Enforcement Academy. The City shall furnish ammunition for the department issued handguns, shotguns and rifles for employees, for the required certifications and training, two (2) times per year. Employees may carry a different caliber handgun, if approved by the Chief of Police. The City will furnish ammunition necessary while on duty, for the department issued handgun, police shotguns, AR-15 rifles, and any other approved handgun as determined by the Chief of Police.

Section 5 **LEAVE TO VOTE**

A. Leave to vote will be granted to bargaining unit employees in accordance with law. Employees may be required to show proof of voter registration.

Section 6 **TRAINING AND EDUCATION**

A. The city encourages employees to develop and expand their promotional potential. Employees may request leave to attend classes during work hours from the Chief of Police. However, time away from work will be made up during the same work- day. Approval to attend courses during working hours will depend on work schedules, work need, etc. Normally, tuition expenses for college credit courses will not be reimbursable by the City.

B. The City may also offer training sessions in specialized areas. The City will make an effort to inform employees of the available training through the posting of notices.

Section 7 **FAMILY AND MEDICAL LEAVE**

A. Employees eligible under the Family Medical Leave Act will be granted leave form their duties in accordance with the provisions of the Family Medical Leave Act (FMLA). Any requests for leave must be in writing with at least thirty (30) days notice, if possible, and must specifically state that the request is for family medical purposes. If required by the supervisor, all supporting documentation, including physician's statements must be attached. Employees granted leave under the Family Medical Leave Act shall be granted Re-employment rights to their position for a period of up to twelve (12) weeks. The provisions of this section are not subject to the formal grievance procedure.

B. In the event any emergency situation occurs, the employee should notify the immediate supervisor or department director or designee as soon as possible. Emergency shall mean a situation beyond the control of the employee, which prohibits the submission of the request within the five (5) working days time period.

Section 8 **MILITARY LEAVE**

A. Employees ordered to active duty in the United States Armed Forces will be entitled to re-employment rights covered under the Veterans Re-employment Act. The Employee will be entitled to re-employment provided that a request for reinstatement occurs within ninety (90) days of discharge from military service. A returning employee shall be restored to the position that he left, if available, or a comparable position.

Section 9 ANNUAL MILITARY TRAINING

A. An Employee who is a member of the organized reserved units of the Armed Forces may be granted leave if the employee is ordered to annual active duty. Such leave shall not exceed fifteen (15) days within the fiscal year.

B. Employees ordered to active duty training must present their orders to Supervisors no later that three (3) work days after the orders were received.

C. Employees shall be compensated at the base rate of pay for all days usually worked up to fifteen (15) working days if the employee is on annual active duty training.

D. Employees participating in additional training my be eligible for leave without pay or annual leave if the leave is approved y the supervisor

E. Employees requesting any type of military leave, must identify to their supervisor whether the leave in mandatory or optional.

Section 10 LEAVE OF ABSENCE WITHOUT PAY

A. An employee in the bargaining unit may request leave of absence without pay per current Chapter 66. Personnel Rules of the City Code.

Section 11 SEXUAL HARASSMENT

A. Sexual Harassment of any form is prohibited within the City of Las Vegas and shall be reported immediately to the Human Resources Director for guidance.

B. The Human Resources Director will provide guidance and/or initiate a prompt, discreet investigation upon being informed of the sexual harassment incidents.

C. Based on the information provided by the complainant, the Human Resources Director will then determine if any investigation is appropriate and when an investigation is appropriate. The Human Resources Director or his/her designee will first inform the accused person's Supervisor and the Supervisor will then proceed with such disciplinary action pursuant to the City's Personnel Rules and Regulations and pursuant to Administrative Regulations.

Section 12 EMPLOYEE SAFETY AND HEALTH

A. The parties believe that the safety and health of the employees are of prime considerations in every phase of its activities. The parties are concerned for the human value of life, health and physical well-being, and they are convinced that good safety and health practices are essential to efficient services to the public.

B. The parties and the employees will work towards providing and maintaining safe and healthy working conditions. The parties will instill in the employees an awareness of the need, promote safe and healthy working habits, report and eliminate safety hazards in the work place, and comply with applicable health and safety laws.

Section 13 CITY SAFETY COMMITTEE

A. The purpose of the Safety Committee is to review safety and health policies and recommend modifications as necessary to the City Manager. The committee shall meet bi-annually or as required by management.

B. In accordance with the City's Safety and Health Policy the Safety Committee shall include two bargaining union members acting on behalf of the City of Las Vegas as appointed safety committee representatives.

C. The LVPOA President shall make his/her appointments of the two bargaining members for the safety committee.

D. The two appointed union members may attend safety meetings on paid status.

Section 14 PAYROLL DEDUCTIONS

A. The City will make such payroll deductions for the City sponsored Credit Union or any Established and City sponsored banking institutions.

Section 15 EXAMINATIONS

A. Employees may be required to take and pass a medical examination at any time to determine their mental or physical capabilities to perform their assignments in a satisfactory manner. If required to take a medical, and/or mental examination, the City will determine the physician/psychologist and the cost will also be paid by the City.

B. Employees may take a medical/mental examination with a physician/psychologist of their choice at their expense.

C. If an employee fails a medical examination as a result of an on the job injury, the employee will receive the protection provided in the Workers Compensation Act.

Section 16 COMPENSATION

A. Effective the first full pay period after July 01, 2016~~5~~, or following ratification and signature of the agreement, or resolution of impasse, whichever is later, all bargaining unit employees whose anniversary date has already passed will be placed on the proper step of the Pay Plan.

B. All other Bargaining unit employees shall move one step on the pay plan on their anniversary date.

C. All Shift Differential pay shall cease and be included into the Pay Plan in the amount of twenty four cents ($.24) per step.

D. Step one of the Pay Plan for Police Officer and Dispatcher shall apply to all non certified and certified employees.
~~will receive a fifty cent ($.50) increase to the employees regular hourly rate of pay.~~

E. The pay plan will be attached to the agreement as Appendix **A (Police Officers)** and Appendix **B (Dispatchers).** Seniority for this pay is based on the anniversary date as outlined in Section 19-Seniority. As to the step increases for Appendix A and B, the City of Las Vegas will make a good faith effort to ensure the step increase will occur on the anniversary date and the first pay period after the anniversary on a yearly basis pursuant to the pay plan, unless there are fiscal or budgetary constraints. For any proposed deviation from the pay plan based on fiscal or budgetary constraints, the City of Las Vegas will provide documented financial justification.

F. The Pay Plan will be extended to include 25 Steps.~~Pay plane will be adjusted by the fifty ($.50) cents.~~

Section 17 EDUCATIONAL PAY

A. Effective July 14, 2007 all members of the bargaining unit will receive $50.00 a month for an Associates degree, $100.00 a month Bachelors degree and $150.00 a month Masters degree. This degree will be validated through the Human Resource Department of the City of Las Vegas, which will be provided to them and must be an accredited college or university.

Section 18 VACATION AND VACATION ACCRUAL

A. Vacation leave will accrue on annual basis as follows:

1st through 5th year of service..... 96 hours
6th through 15th year of service .....120 hours
16th year of service and over .....144 hours

B. Employees may accrue to a maximum of 240 hours of vacation. Employees will take a sufficient amount of vacation time prior to June 30 of each year to insure that he/she does not exceed the maximum of 240 hours. An Employee will not be compensated after that date if the decision not to take that time was that of the employee.

In the event that vacation time is not approved by the Chief of Police, due to the lack of staffing or for a public safety concern, vacation leave over the 240 hours will be compensated on an hour per hour basis. The employee shall submit a letter requesting a payout to the Chief of Police or his/her designee.

C. Employees shall be required to utilize a minimum of 80 vacation hours before each fiscal year.

Section 19 SENIORITY

A. Except for section which contain specific different definitions in this agreement, seniority is defined as follows:

B. Higher ranks have seniority on junior ranks. The employee with the most continuous service; from the employees most recent date of hire within rank is senior within that given rank. For the purposes of breaking a tie in seniority, the first criteria to be applied shall be continuous service with the Department, with the employee with the most continuous time being senior. Should the continuous service with the Department be identical, then the tie will be broken by the use of the employee numbers or lottery numbers, whichever is applicable. The employee with the lowest number is senior.

C. The term continuous service shall be interpreted to mean total service from the date of last hire as a police officer and/or dispatcher~~an employee~~ of the Department.~~, and is considered the Anniversary date for all purposes. Anniversary date also includes the date of promotion to a higher rank.~~

D. Anniversary Date shall be defined as:

1. Most current date of hire or transfer from within the City of Las Vegas into the position of police officer or dispatcher; this does not include the transfer from and or to Investigations Division; or

~~C.~~ 2. Upon the most current date of promotion within the Las Vegas Police Department.

Section 20 HOLIDAYS

A. The City Council determines the holiday schedule annually and announces it during the month of February each year. Following are the holidays being observed by the City of Las Vegas:

New Year's Day (January 1st), Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, One half day on Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Personal Holiday (8 hours).

B. It is understood by the parties that the Police Department is a continuous operation environment, and employees may be required to work on holidays. Each employee will be paid eight (8) hours of holiday pay for each observed

holiday. Employees who, in combination of actual hours worked and holiday pay received, exceed 42 hours in a work week, will be compensated at time and one-half for the hours in excess of 42.

C. Communication Specialist, who in combination of actual hours work week, will be compensated at a time and one half rate for the hours in excess of 40.

Section 21 SICK LEAVE

A. Sick leave may be authorized when an employee is sick, injured, or has a scheduled appointment form medical, dental, or optical treatment.

B. An employee must notify his/her supervisor prior to the beginning of the work shift. The respective Supervisor will notify their Commander On-Call. Employees who are absent for three (3) or more days must present a statement form a physician to the Chief of Police. The Chief may request a medical statement for an absence if an employee has a pattern of sick leave abuse.

C. Paid sick leave will be approved only if the employee has accumulated the requested number of hours to cover the absence.

D. When sick leave benefits have been exhausted employees may use accrued annual leave, or may utilize leave without pay provided it is authorized in advance.

E. Employees shall accumulate eight hours of sick leave per month.

F. Subject to the approval of the Chief, employees may convert sick leave hours above 200 hours. The conversion will be two (2) hours of sick leave to one (1) hour of vacation. The conversion must be used immediately. The maximum number of sick leave hours that can be converted each year is eighty (80) hours.

G. The City of Las Vegas and the Union will address and discuss in good faith the development of a sick leave bank program in the best interest of the City and their employees. The parties shall make every effort to have the program completed within six months of ratification of this agreement.

Section 22 HOURS OF WORK AND OVERTIME

A. The normal work week will be forty (40) hours. A normal work week will consist of either five eight (8) hour days or four ten (10) hour days.

At the discretion of Chief of Police a twelve (12) hour shift may be implemented with a two forty two (42) hour work week which totals and eighty four (84) hour pay period.

B. Employees shall be entitled to overtime pay at a rate of one and one-half time their hourly rate in accordance with the 207K provision of the Fair Labor

Standards Act. Employees will be paid overtime after forty two (42) hours in one week.

1. The work - week will begin at 0001 each Saturday or regular starting hour nearest to that time.
2. Paid leave will not be considered as time worked for the purpose of computing overtime.
3. Under normal circumstances, employee will be assigned consecutive days off in a work – week.

C. Rest Periods:
   1. Under normal circumstances, employees will be permitted a fifteen (15) minute rest period during each one-half of the shift.
   2. Employees who work a straight eight hour shift will be provided with a non paid lunch period.

D. Compensatory Time: Compensatory (comp) time is leave time. Comp time may be provided in lieu of overtime compensation. Comp time will be computed at a rate of time and one-half times the normal hourly rate. The maximum accrual will be 120 hours computed at 1-1/2 time, in a twelve month period. All compensatory time accrued will be taken by June 30th of each fiscal year and will not be compensated after that date if the decision not to take that time was that of the employee. In the event that the compensation time is not approved by the Chief of Police due to the lack of staffing or for a public safety concern, the compensatory time will be paid on an hour per hour basis.

Section 23 EXTRA DUTY ASSIGNMENTS

A. Police Officers may be assigned extra duty assignments, when assigned by the Chief of Police or his designee, and these assignments will be paid at time and one-half for hours worked in excess of forty two (42) hours.

Section 24 OUTSIDE EMPLOYMENT

A. Employees shall consider the City of Las Vegas their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to the approval of Chief of Police and City Manager. The factors considered in reviewing the requests for outside employment are the employee's performance, attendance, and number of hours to be worked in outside employment and whether a conflict of interest exists. All outside/off duty employment will be handled in accordance with current Chapter 66. Personnel Rules of the City Code and the Las Vegas Police Department Rules and regulations.

B. If an outside employer (other then the City of Las Vegas), contracts the City of Las Vegas or the Police Department, to employ staff for security, the chief of Police and City Manager will negotiate the services requested by the outside employer based on availability of staff, a contract service agreement stipulating the amount to be paid to the City of Las Vegas will be negotiated at no less than 1 ½ times the hourly rate regardless of regular work hours, for each employee hired.

Section 25 RETIREMENT

Commissioned bargaining unit employees will be covered under the New Mexico Public Employee Retirement Act Police Plan 5. The employees will contribute 15.8% while the City will contribute 20.5%. Dispatchers will be covered under municipal plan 3, with dispatchers contributing 12.65% while the city contributes 11.5%.

Section 26 OFFICER'S LIABILITY PROTECTION

A. Pursuant to Section 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico tort Claims Act, the City shall provide protection to officers from liability arising out of acts committed during the performance of their duties, provided the duties were in the conduct of their office and within the scope of their duties.

B. Adequate legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 27 GROUP INSURANCE

A. The City has a group insurance plan for permanent full-time employees in the bargaining unit. Participation in the plan is optional. Employees will pay thirty (30) percent of the premium and the City will pay Seventy (70) percent of the premium. Dependents may be covered as specified under the plan strictly on a voluntary basis. Specific details of the plan and the cost to employees are available in the Human Resources Department.

Section 28 WORKER'S COMPENSATION

A. All employees are covered under the provision of the New Mexico Worker's Compensation Act (the Act). Basically, the Act offers certain benefits to employees who have on the job injuries. The benefits, subject to conditions and maximums established by the Act, and includes coverage such as:

1. Medical care coverage for job-related injuries;
2. Pay beginning after the 7th day after the injury.

An employee who is injured on the job or suffers from occupational diseases as defined in the New Mexico Worker's Compensation Statue shall be entitled to receive worker's compensation benefits prescribed by law.

B. All accidents, even though they may seem minor at the time should be reported immediately, to the supervisor on duty. Delays in reporting accidents could result in the loss of benefits.

C. Worker's compensation benefits will only be paid for injuries that occur while an employee is actually working.

D. The medical conditions of employees on injury leave shall be reviewed according to the requirements of the Worker's compensation Act. Employees may be provided with a light duty program.

Section 29 JURY DUTY AND WITNESS PAY

A. An employee who is scheduled to work and is called to jury duty or called as a witness will be given the necessary time. The fees received for jury duty (other than meal and travel allowance) and witness duty will be returned to the City. Time will be given provided that employee is required to appear as a witness on behalf of the City or on behalf of his/her official capacity with the City.

Section 30 ON CALL AND CALL BACKS

A. On Call Status: A police officer will not be required to remain at home while on standby, so long as he/she can assure his/her availability for duty within a reasonable period of time. Officers with on- call status shall not consume alcohol or take medications that would alter the fitness for duty. When on call status the employee is not eligible for call back time.

Police Officers

B. (1.) Call Back Time: A police officer that is called back to work (to the field or station) will be compensated for the actual hours worked and compensated a minimum of two (2) hours (Straight time) for being called out. Call back does not include telephone calls. If the call back results in hours worked beyond forty- two (42) hours on one week then the employee will be paid at a rate of one and one-half (1 ½) times the employees hourly rate. Officers with on call status shall not be eligible for call back time. Call back time is only for non-scheduled events.

B (2.) **Communication Specialists**

Call Back Time: A communication specialist that is not on call and is called back to work (to the field or station) will be compensated for the actual hours worked and compensated a minimum of two (2) hours (Straight time) for being called out. Call back does not include telephone calls If the call back results in

hours worked beyond forty (40) hours on one week then the employee will be paid at a rate of one and one-half (1 ½) times the employees hourly rate. Dispatchers with on call status shall not be eligible for call back time. Call back time is only for non-scheduled events.

C. The determination regarding the need for and the use of on call and/or call back will be made by the Chief of Police or his designee. If placed on call, the employee shall receive four (4) hours (straight time, not considered hours worked for purposes of computing overtime) compensation for every seven-day period on-call.

Section 31 DEFERRED COMPENSATION PROGRAM

A. The City offers a deferred compensation program. Information on this program is available at the Human Resources Department.

Section 32 CHECK OFF AUTHORIZATION

A. The City agrees to collect the dues for the Association during this contract period provided that a written authorization from the bargaining unit employee is provided to the City. The dues shall be limited to membership dues and shall not include penalties or fines.

B. An employee may cease deduction at any time providing the City with written notice. The deduction shall cease no later than the second pay period following the City's receipt of the request to cease deductions.

C. The association will indemnify, pay for the defense of, and hold the City harmless from any suit or claim filed against the City in relation to its deduction of dues for this association.

Section 33 LAY OFF AND RECALL

A. In the event that lay off is necessary, the City shall provide the Association an opportunity to suggest alternatives.

B. When it is necessary to have a reduction in work force, officers will be laid off in reverse order of seniority.

C. Officers laid off due to a reduction in force will be called back to work in their seniority order.

D. The term "seniority" for the purposes of this section shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank. As officers are called back, the officers assigned to lower ranks will be returned to the former rank, in order of seniority as the position becomes available.

E. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right. The employee may remain in lay off status for a total of six (6) calendar months. If the employee is not recalled within six (6) months or if the employee rejects a position offered to the employee, the City hall have no further obligation to the laid off employee and the employee will be terminated.

Section 34 OFFICE OF PROFESIONAL STANDARDS

A. The Office of Professional Standards Officer/s is a staff investigative body, responsible to the Chief, for the purpose of conducting administrative investigations with four (4) major purposes;

1. Assist in maintaining Department integrity.

2. Identify members of employees guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further police service, be removed through proper administrative action.

3. Protect innocent members, employees and citizens of the community.

4. Enable the city attorney to render professional, legal advice to the Chief or his representative.

B. The section establishes the guideline for conduct of Office of Professional Standards Officer interviews. The existence of an Office of Professional Standards Officer/s does not lessen a commanding officer's authority or responsibility. In an effort to ensure that interviews are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:

1. When an employee is under investigation by the employer for alleged actions that could result in administrative action, the employee shall be afforded all rights provided by the New Mexico Peace Officer's Employer-Employee Relations Act as amended and other employment laws and other applicable employment laws.

2. If the officer is under arrest or is likely to be, he/she shall be afforded all rights pursuant to Miranda.

3. The department shall notify the employee under investigation of the date and time of the interview at least 24 hours in advance of the interview being conducted, unless the investigation requires otherwise.

4. If the investigation is due to a citizen's complaint that citizen will be asked to sign a statement clearly stating the allegation. The officer shall be informed of the nature of the investigation, and the names of

the known complainants, unless the Chief Administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation.

5. In the event it is determined that the complainant falsified the complaint, the Department shall take whatever action it deems appropriate and the officer may pursue legal remedies against the complainant, and will advise the Chief of Police in writing that he/she is pursuing legal remedies against the complainant.

6. At the beginning of an internal affairs interrogation any officer under investigation will be given the Garrity warning. Any officer who refuses to answer questions or withholds evidence or information pertaining to an investigation may be subject to discipline by the Chief.

7. The complete interview of the officer shall be recorded mechanically or by digitally. There will be no off the record conversations pertaining to the investigation. All recesses will be noted in the record.

8. Disciplinary actions and determinations shall only be made by the Chief of Police or his designee, after appropriate recommendations by the chain of command.

9. Investigation of an officer will be conducted as soon as possible. The officer being investigated may contact the person conducting the investigation to determine the status of the internal investigation.

10. Upon completion of the investigation, the Chief shall review the facts and shall make a finding. The Chief, in writing, shall notify the officer being investigated as to the disposition of the investigation within ten (10) days of its completion. The Chief shall classify the results of the investigation in one of the following categories:

    a. Sustained- the allegation is supported by sufficient evidence;

    b. Non-sustained- the evidence is insufficient to prove or disprove an allegation or the action taken by the officer was justified, and lawful;

    c. Unfounded- there is no evidence to support the allegation.

C. All files and reports of investigations of Office of Professional Standards on officers are confidential. They are intended for the exclusive use of the Chief or whomever he deems necessary. An individual officer shall have the right to

review his/her interview, along with a personal representative of requested in writing. The officer shall be provided the results of the investigation.

D. If the officer files a grievance, he/she will be provided with the documents being used against him in the hearing. Additionally, the employee will provide the Department with the documents being used in his defense.

Section 35 DISCIPLINARY ACTION

A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employees so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided with a disciplinary decision.

Basis for Employee Discipline:
Disciplinary actions for employees are based on cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex physical or disability. No employee of the Department will be required to obey and order which is contrary to the laws of the United States, State of New Mexico, or ordinance of the city of Las Vegas however, such refusal to obey is the responsibility of the employee and he will be required to justify his action.

B. **Progressive Discipline**:
A progressive discipline process shall be utilized, if appropriate. The level of discipline depends on the seriousness of the infraction, and the employee's previous work/discipline record. Because of the serious nature of some infractions, the first disciplinary action may be dismissal, or any other disciplinary action to include written reprimand, suspension, or demotion.

1. **Verbal Reprimand.** A verbal reprimand may be used for minor infractions and in the situation where this is the first such offense. A verbal reprimand may be documented by a "memo to file" and will be monitored by supervisors.

2. **Written Reprimand**. A written reprimand may be used due to poor or inadequate job performance, misconduct, or infraction which is of a greater degree than that for which a verbal reprimand may be used, or for which a verbal reprimand was already given. The written reprimand shall be placed in the employee's personnel file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has seen the statement. The employee may file a written response to be placed in the employee's personnel file.

3. Suspension. A suspension may be used due to poor or inadequate job performance, misconduct, or infraction that is of a greater degree than that for which a written reprimand may be used, or for which a written

reprimand was already given. Such suspension will not exceed thirty (30) working days.

4. Demotion and Dismissal. Demotion and/or dismissals may be given for continued inadequate action or dismissal as determined appropriate based on the circumstances of each case.

C. Pre-determination hearings:

1. An employee who is being considered for dismissal, demotion or suspension will be provided with pre-determination hearing before the Chief of Police or his designee. The employee will be given the opportunity to present his side of the issue. An employee may waive the pre-determination hearing and accept the proposed discipline. The Chief will issue his final decision in writing to the employee following the pre-determination hearing. An employee being considered for a written reprimand will be provided an opportunity to present his side of the issue to the supervisor giving the discipline.

2. The employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing.

3. An employee may be placed on paid administrative leave pending the outcome of the pre-determination hearings.

4. Hearing Procedure. The hearing is informal in nature. The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

Section 36 GRIEVANCE AND APPEAL PROCEDURES

Employees may utilize on one of the following procedures in a dispute.

A. PROCEDURES:

1. Under this procedure a grievance is defined as a dispute regarding discipline, which results in any written reprimand, suspension, demotion or dismissal, or an alleged contractual violation, misapplication, or misinterpretation of any provisions of this agreement, policy, rule, or regulation. Evaluations written reprimands involuntary transfers that are not disciplinary actions or issues where the city is without authority to act are not grievable.

2. "Time limits" shall mean within seven (7) working days for a dispute regarding discipline, which results in involuntary transfer, suspension, demotion and dismissal.

"Time limits" shall mean within fourteen (14) working days for an alleged contractual violation, misapplication, or misinterpretation of any provisions of this agreement, policy, rule, or regulation.

3. The affected employee may file a written grievance within the above time limits. The time limits begin on the date the employee was disciplined. Failure of the employee to timely appeal will result in his grievance being null and void. If the City fails to respond within the time limits the employee may appeal to the next level as if the city had timely responded. The time limits may be extended by mutual written agreement of the parties.

4. An employee grieving an disciplinary action involving and involuntary transfer, suspension, demotion or dismissal may do so by skipping step 1 and filing a written grievance with the City Manager at step 2, within seven (7) days of the date of the decision of the Chief of Police imposing the disciplinary action.

5. Informal Grievance Procedure: informal resolution of issues is encouraged before parties resort to the formal grievance procedure. Informal resolution may occur through meetings with the supervisor, Chief of Police, or designee. Informal resolution does not stay the limits for filing a grievance.

6. Formal Grievance Procedure: all grievance fillings shall include the following information in writing:
    a. Name of employee filing grievance;
    b. Representative if any;
    c. Department;
    d. Job title;
    e. The section of the agreement, policy, rule, or regulation violated or the disciplinary action imposed;
    f. The person alleged to have committed the violation;
    g. The date of the alleged violation: and
    h. The specific remedy sought (a request 'to be made whole" is insufficient).

7. Grievance Steps:
    a. Step1. The affected employee shall discuss the problem with the Chief of police or his designee. It is anticipated that most problems will be resolved at this level. Time limits for step 2 begin following the meeting with the Chief of Police or Designee.

    b. Step 2. If the problem is not resolved, the employee may file a written complaint with the City Manager or designee within the time limits. The City Manager or designee shall attempt to resolve the problem. The City Manager or designee shall meet with the

affected employee and shall issue a final decision. Time limits for filing for arbitration will begin following the date of the City Manager or designee's decision.

8. Arbitration. If an employee is not satisfied with the decision of the City Manager he/she may file a written request for arbitration the dissatisfied party wishing to proceed to arbitration.
shall request in writing within seven (7) calendar days that the issue be submitted to binding arbitration and shall contact the Federal Mediation Conciliation Service (FMCS) with a copy to the City. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the FMCS. The FMCS will be contacted and a list of seven (7) names of arbitrators from the region including New Mexico will be requested. Within fourteen (14) days of receiving the listing, the parties shall meet to select the arbitrator. An arbitrator shall be chosen through the process of striking arbitrators until one (1) remains. The remaining name shall be the arbitrator. The order for striking shall be determined by the parties by the flip of a coin. The arbitrator shall have no power to alter, amend, add to, or subtract from the terms of the agreement. The arbitrator's fees and cost shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs. The decision of the arbitrator shall constitute an award pursuant to the provisions of the Uniform Arbitration Act.

9. Appeal to the District Court: the parties are entitled to appeal the decision of the arbitrator to the Fourth Judicial District Court according to the laws of the State of New Mexico as an award pursuant to the provisions of the Uniform Arbitration Act.

Section 37 TAKE-HOME CAR PLAN FOR POLICE OFFICER'S, SERGEANTS AND LIEUTENANTS

I. Officer Assigned Vehicle program

A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for cause in reserved to the Chief of Police.

B. An officer may be denied participation in the program regardless of his assignment, if in the judgment of the Chief of Police the officer's duties and responsibilities will not justify the assignment of a vehicle or if sufficient vehicles are not available. Participation may also be denied or revoked and or restricted based on preventable accidents due to negligence, failure to properly maintain his/her assigned police unit, or for reasons deemed sufficient by the Chief of Police. Participation in the take-home car

privileges are available to officers residing within twenty-five (25) miles of the City of Las Vegas limits will be grandfathered as of July 2015.

C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.

D. This program will be reviewed monthly and may be modified at the discretion of the Chief of Police. Should the Chief of Police determine the police department vehicle program is not functional in practice he/she may terminate this agreement following sixty (60) days prior notice to the Las Vegas Police Officer's Association. During the sixty (60) days, the Las Vegas Police Officer's Association may meet with the City to attempt to solve any identified problems. If no solution is reached said notice shall be final.

E. Take-home car privileges may be revoked and or restricted at any time by the Chief of Police. Any for cause suspension/revocation of vehicle privileges shall not be grievable; however the revocation/suspension will be given to the employee in writing.

II. General Regulations

A. Only sworn Las Vegas Police officers or personnel will be permitted to drive the police car. Officers will not presume any special privileges with a Las Vegas vehicle while off duty. As an example, an officer living in a apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area.

B. Unattended vehicles of off-duty officers must be locked at all times.

C. Officers shall not operate a city owned vehicle under the influence of any alcoholic beverages and/or medication that could impair operation.

D. Officers participating in the officer assigned vehicle program will not be authorized to transport any passenger except for approved Ride-Along. An officer may refuse a ride-along, other than those directed by the Chief of Police or designee. All ride-along shall follow department policy.

E. The Las Vegas Police department will not utilize for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.

F. During leave of five (5) days or more the Las Vegas Police vehicle will be turned in. the officer will be reassigned the vehicle upon his/her return to the city, or return to normal duty. The vehicle may, at the Commanders discretion, be parked at a substation instead of the police garage at a location deemed suitable.

G. The Chief of police, at his discretion may set the maximum amount of miles that a vehicle can be driven per shift.

III. Vehicle Operation Regulations:

A. All officers assigned a Las Vegas Police Department vehicle will exercise good judgment in utilizing it, and will not drive or use the vehicles o as to create unfavorable comment or reflect discredit on the Department.

B. Off duty officers: shall not operate a Las Vegas Police department vehicle while off-duty except when driving the vehicle to obtain repairs, routine maintenance, or to wash/clean the vehicle. Officers shall be appropriately attired and have in his/her possession badge, ID and sidearm to effectively perform a police function while, at the same time presenting a favorable image. Officers will wear trousers (slacks or jeans) and a shirt while operating the vehicle; cut-off shorts, t-shirts and tank tops will be considered inappropriate attire. An officer shall notify dispatch upon departure from work to his/her residence and upon departure from his/her residence to work. An officer may be required to respond to a call while enroute to or from work.

C. The safety of passengers rests solely with the officers operating the Las Vegas Police Department vehicle.

D. Should an officer be required in extenuating circumstances to respond to a felony call while off-duty, the officer is required to handle the call in order to best preserve and handle evidence, and maintain continuity or be the best possible witness, in such cases the officer shall be compensated consistent with Department regulations and this agreement.

E. Should an officer encounter a citizen committing flagrant or dangerous traffic violations on the way to his/her primary residence following a schedule shift, the officer shall call dispatch and be the best possible witness.

IV. Maintenance Regulations

A. In consideration of the take-home car benefit the officer assigned to a Las Vegas Police Department Vehicle shall be fully responsible for seeing that general maintenance, repairs, cleaning

and proper care of the vehicle is performed while the officer is off-duty and non-pay status, unless the employees work hours all occur during the time the garage is open. The city shall perform and pay for the maintenance and repairs. Alterations, including, but not limited to, radios, stickers and additions, shall not be made to the vehicle without the prior written approval of the Chief.

B. Officers will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.

C. Officers will wash the vehicles at their own expense and wax it at least once every six months.

D. A work order must be submitted for other than regular maintenance or service work.

E. All vehicles will be inspected as needed by the immediate supervisor of the vehicle operator. The inspection will include:

1. Cleanliness-interior and exterior.
2. Maintenance-performed at the proper intervals.
3. Equipment- in good working order.

F. Officers shall at all times drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.

G. Negligence, on the part of the officer, in the car and the operation of the vehicle or failure to follow these procedures, may result in the vehicle being taken away from the officer.

Section 38 FILLING OF VACANCIES

A. Interim Appointment:

1. Interim appointments of regular status classifications shall be appointments for a period of up to six (6) months or less. Interim appointments may be extended for a period of up to six (6) additional months.

   Should the Police Department decide to make an interim appointment, it will appoint a qualified employee to a position for a specific period of time. Upon completion of interim appointment, the employee shall return to his/her former position and pay.

Interim appointments assigned to a higher classification will receive a salary adjustment in accordance with the City's approved Pay and Classification Plan.

B. In-house Vacancies:

1. Should the Police Department decide to fill an in-house vacancy, notice of the vacancy shall be posted in house for five (5) calendar days, if there are no qualified in house applicants then it will be posted for an additional five (5) calendar days.

   Any employee who desires to be considered for a vacancy shall present a Letter of Interest to the Chief of Police and the Human Resource Manager. Employees must qualify for the position in order to be considered, and shall not have had any disciplinary action within one (1) year. (Not to include verbal or written reprimands).

C. Promotions/Transfers:

1. Field Services:

   a. To be considered for a Sergeant position, an Officer must have a minimum of four (4) consecutive years from the employee's most current ~~date of hire~~anniversary date; of experience as a Police Officer within the Las Vegas Police Department.

   b. To be considered for a Lieutenant position, a Sergeant must have two (2) consecutive years from the employee's most current anniversary date ~~of hire~~; as a ~~experience at~~ Sergeant with the Las Vegas Police Department.

2. Investigations/Narcotics:

   ~~2.~~

   a. To be considered for a ~~transfer to a~~ Criminal Investigator or Narcotic Agent, an Officer must have ~~of~~ a minimum of two (2) consecutive years from the employee's ~~most~~ current anniversary date ~~of hire~~; as a Police Officer with the Las Vegas Police Department.~~in Departmental experience.~~

   b. To be considered for the Sergeant position in Criminal Investigations Section and/or Narcotics Section, an Officer, Criminal Investigator, or Narcotic Agent must have a minimal of four (4) consecutive years from the employee's ~~most~~ current anniversary date ~~of hire~~; as a

Police Officer with the Las Vegas Police Department~~in Departmental experience.~~

~~b.~~c. To be considered for the Lieutenant position of Criminal Investigation Section, a Sergeant must have two (2) years experience from the employees most current anniversary date ~~of hire~~, at the Investigations Section and/or Narcotics Section, with the Las Vegas Police Department, and must have obtained his/her New Mexico Law Enforcement Academy's Advance Certification I and II.

3. Employees who bid on vacant Investigator/Agent, Sergeant or Lieutenant Positions will be required to compete for vacant positions. Promotions will be based on the following criteria:

   a. Written examination.....50%
   b. Oral examination.....50%

   The Oral exam will be conducted by two (2) outside Law Enforcement Personnel~~police department supervisors, two (2) outside law enforcement personnel and one~~ (1) Human Resource Personnel and two (2) inter-departmental Law Enforcement Personnel of equal or higher rank.~~.~~

4. Candidates will be placed on a promotional/transfer list based on their total scores. A 70% grade on the total of "A", "B", and "C" (above) is required as the passing grade. After the completion of five (5) consecutive years with the Las Vegas Police Department each candidate will receive an additional point. After ten (10) years each candidate will receive two (2) points. After fifteen (15) years each candidate will receive three (3) points. In the event of a tie, candidates will be placed in order of seniority within the Department.

5. When a vacancy exists, the top three candidates on the promotional list will be considered for promotion at the discretion of the Chief of Police.

6. The promotional lists will remain in effect for six (6) months.

~~Section 39 SHIFT DIFFERENTIAL~~

~~A. All bargaining unit employees that are assigned shifts will be paid shift differential only for their assigned shift as follows when working and eight (8) hour shift:~~

~~Platoon I (Graveyard Shift) (12:00 AM- 8:00 AM)..... $0.75 per hour~~

~~Platoon III (Swing Shift) (4:00 PM- 12:00 AM).....$0.50 per hour~~

~~B. All bargaining unit employees that are assigned shifts will be paid shift differential only for their assigned shift as follows when working and ten (10) hour shift:~~

~~Platoon I (Graveyard Shift) (10:00 PM- 8:00 AM)..... $0.75 per hour~~

~~Platoon III (Swing Shift) (4:00 PM- 3:00 AM).....$0.50 per hour~~

~~C. All bargaining unit employees that are assigned shifts will be paid shift differential only for their assigned shift as follows when working and twelve (12) hour shift:~~

~~Platoon I (Graveyard Shift) (06:00 PM- 6:00 AM).....$0.75 per hour~~

~~Employees will be compensated for the actual hours worked.~~

Section 39~~40~~ STAFFING

A. It is recognized that it is the right of the Employer to set and determine the number of employees to be employed in each job classification. The Association supports attempts to insure that sufficient personnel and resources are available to accomplish the delivery of timely and safe service to the Citizens of Las Vegas. To insure that this be accomplished the Employer will, whenever possible; maintain a list of qualified persons which can be recommended for hire immediately upon notice of a separation form employment.

B. The Police Department shall advertise for the position of "Police Officer" as the need arises in order to maintain a current list of qualified applicants through a process determined necessary by the Police Department.

Section 40~~1~~ LABOR MANAGEMENT COMMITTEE

A. If during the term of this agreement the parties agree there is a need for a Labor Management Committee such a committee shall be formed as follows:

1. The committee shall meet at least once per quarter at mutually agreed upon times and places.

2. The Association and the Employer shall each appoint two members unless otherwise agreed.

3. The Committee shall be free to address any topic of mutual concerns to the parties.

4. It is understood and agreed that the outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.

5. This committee is not empowered to negotiate or change the collective bargaining agreement.

B. The Chief of Police or his designee, and a President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement items may be referred to the Labor Management Relations Committee should such a committee be formed.

Section 41~~2~~ CITY OF LAS VEGAS AND POLICE DEPARTMENT REGULATIONS

A. The Department may amend or expand current rules and regulations which directly affect or may affect bargaining unit employees provided provisions of this Agreement or any Memorandum of Understanding signed by the parties are not violated.

B. The Association President shall be provided a written copy of any and all anticipated amendments to regulations. The Association will be provided an opportunity to respond in writing within seven (7) calendar days of receipt, unless the change is due to an emergency situation.

C. The City and the Department will make available to each employee a current copy of amended rules and regulations, or policies and procedures for employee use. It is the employee's responsibility to become familiar with such documents.

Section 4~~2~~3 CONTRACT INCLUDES ENTIRE AGREEMENT

A. The parties agree that they have had the opportunity to negotiate on all issues introduced for negotiations and it is understood and agreed by and between the parties, hereto, that this Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. The City and the Association may upon mutual agreement and negotiation agree to a Memorandum of Understanding (MOU), which may change provisions of this contract.

B. A master copy of the Agreement will be provided to each party and each party is responsible form making and distributing copies to their constituents.

Section 4~~3~~4 SAVINGS CLAUSE

A. Should any part of this agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, either party may request, in writing within thirty (30) days of the notice of invalidation, the negotiation of a replacement for the provision held invalid.

Section 4~~4~~5 TERMS OF AGREEMENT

This Agreement is effective upon ratification and signature of this Agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect through June 30, 2018, unless otherwise specified under certain sections. The parties may reopen negotiations on section 16. Compensation, and two (2) other articles identified by each party filing written request to open negotiations no later than January 15, 2017~~6~~. Negotiations for a successor agreement will occur upon written request by a party filed no later January 15, 2018.

IN WITNESS THEREOF, the parties hereto have set their hands and seal this ~~10th~~ day of September ~~2015~~6

LAS VEGAS POLICE OFFICER'S ASSOCIATION

CITY OF LAS VEGAS

DAVID CORDOVA
PRESIDENT

TONITA GURULÉ-GIRÓN.
MAYOR

RICHARD R. TRUJILLO
CITY MANAGER

ATTEST:

CASANDRA FRESQUEZ
CITY CLERK

CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 9, 2016 **DEPT:** Las Vegas Senior Center

MEETING DATE: September 21, 2016

ITEM/TOPIC: ***Resolution 16-35***
2018-2022 Infrastructure Capital Improvement Plan ("ICIP") for the City of Las Vegas Senior Center.

ACTION REQUESTED OF COUNCIL*: :* Approval/Disapproval of Resolution 16-35 2018-2022 Infrastructure Capital Improvement Plan ("ICIP") for the City of Las Vegas Senior Center.

BACKGROUND/RATIONALE*:* The Department of Finance, Local Government Division (DFA/LGD) recommends that municipalities prepare and submit an Infrastructure Capital Improvement Plan ("ICIP"). The ICIP is a five year plan to establish priorities for anticipated capital improvement projects; it is developed and submitted annually. The ICIP plays an integral part in priority setting and decision making at the state level and upcoming legislature.

STAFF RECOMMENDATION: Approve Resolution 16-35 ICIP

COMMITTEE RECOMMENDATION:

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

Pamela Marrujo
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurulé-Girón
TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16/green

STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 16-35

A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR THE LAS VEGAS SENIOR CENTER

WHEREAS, the City of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas Governing Body that:

1. The City of Las Vegas has adopted the attached FY 2018-2022 Infrastructure Capital Improvement Plan for the Las Vegas Senior Center, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED AND ADOPTED by the Governing Body, this _____ day of September, 2016.

Signed:

_____
Mayor Tonita Gurulé-Girón

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
H. Chico Gallegos, City Attorney

Infrastructure Capital Improvement Plan FY 2018-2022

Las Vegas Senior Center
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2018	2019	2020	2021	2022	Total Project Cost	Amount Not Yet Funded	Phases?
31909	2018	001	Senior Center Parking Lot Improvements	Senior Facilities	101,100	400,000	0	0	0	0	501,100	400,000	No
33224	2018	001	Kitchen Equipment	Senior Facilities	0	18,000	30,000	25,000	4,000	30,000	107,000	107,000	No
33258	2018	002	Washer & Dryer with Installation Costs	Senior Facilities	0	10,000	0	0	0	0	10,000	10,000	No
33256	2018	003	Senior Entertainment	Senior Facilities	0	10,000	3,000	23,000	3,000	0	39,000	39,000	No
33251	2018	004	Furniture Package	Senior Facilities	0	20,000	0	0	0	0	20,000	20,000	No
33250	2019	001	Replace HVAC Units	Senior Facilities	0	5,000	45,000	0	0	0	50,000	50,000	No
33253	2019	002	IT Needs	Senior Facilities	0	24,000	16,000	0	0	0	40,000	40,000	No
33249	2020	001	Bathroom, Pool Room, & Entry Renovation	Senior Facilities	0	25,000	90,000	0	0	0	115,000	115,000	No
33260	2022	001	New Vehicles	Senior Facilities	0	0	0	0	0	300,000	300,000	300,000	No

Number of projects: 9

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	101,100	512,000	184,000	48,000	7,000	330,000	1,182,100	1,081,000

Infrastructure Capital Improvement Plan FY 2018-2022

Pecos Senior Center
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2018	2019	2020	2021	2022	Total Project Cost	Amount Not Yet Funded	Phases?
33270	2018	001	Kitchen Equipment	Senior Facilities	0	6,500	12,000	40,000	2,500	0	61,000	61,000	No
33271	2018	002	IT Needs	Senior Facilities	0	3,000	1,000	4,000	0	0	8,000	8,000	No
33273	2019	001	Bingo Machine	Senior Facilities	0	0	5,000	0	0	0	5,000	5,000	No
33274	2019	002	Washer & Dryer	Senior Facilities	0	0	5,000	0	0	0	5,000	5,000	No
33272	2020	001	Parking Lot Renovation & Landscaping	Senior Facilities	0	0	10,000	90,000	0	0	100,000	100,000	No
33269	2022	001	New Vehicles	Senior Facilities	0	0	0	0	0	150,000	150,000	150,000	No

Number of projects: 6

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	9,500	33,000	134,000	2,500	150,000	329,000	329,000

San Miguel Senior Center
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2018	2019	2020	2021	2022	Total Project Cost	Amount Not Yet Funded	Phases?
33262	2019	001	Kitchen Equipment	Senior Facilities	0	0	6,500	27,000	27,500	0	61,000	61,000	No
33265	2019	002	Parking Lot Renovation & Landscaping	Senior Facilities	0	0	150,000	0	0	0	150,000	150,000	No
33263	2020	001	IT Needs	Senior Facilities	0	0	0	8,000	0	0	8,000	8,000	No
33266	2020	002	Bingo Machine	Senior Facilities	0	0	0	5,000	0	0	5,000	5,000	No
33267	2020	003	Washer & Dryer with Installation Costs	Senior Facilities	0	0	0	10,000	0	0	10,000	10,000	No
33268	2022	001	New Vehicles	Senior Facilities	0	0	0	0	0	150,000	150,000	150,000	No

Number of projects: 6

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	0	156,500	50,000	27,500	150,000	384,000	384,000

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/16/16 **DEPT: Public Works** **MEETING DATE: 9/21/16**

ITEM/TOPIC: Resolution No. 16-36 is a grant requirement for the application for funding to the New Mexico Department of Transportation Alternative Program (TAP).

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution #16-36. A resolution supporting the submission of an application for funding to the New Mexico Department of Transportation Alternative Program (TAP) for the construction of River-Walk Trail System, Section 1: 1500 feet South of Bridge Street. (attached map)

BACKGROUND/RATIONALE: As part of the grant submittal criteria for the New Mexico Department of Transportation Alternative Program (TAP), it is required that a Resolution of Support from the Local Governing Body accompany the grant application. In complying with this criteria, staff is requesting that the resolution be approved.

STAFF RECOMMENDATION: Approve Resolution

COMMITTEE RECOMMENDATION: N/A

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 16-36-City of Las Vegas a Resolution of Sponsorship

For a Transportation Alternative Program Application **(TAP)** Maintenance Commitment a Resolution declaring the eligibility and intent of City of Las Vegas and the San Miguel County to submit an application to the New Mexico Department of Transportation for Federal Fiscal Year 2018-1019 TAP Funds.

WHEREAS, City of Las Vegas and San Miguel County, New Mexico have the legal authority to apply for receive and administer federal funds; and

WHEREAS, City of Las Vegas and San Miguel County are submitting an application jointly for Federal Fiscal Year 2018-2019 (FFY18-19) New Mexico TAP funds in the amount of $210,000.00, as set forth by the Federal Legislation, Fixing America's Surface Transportation (FAST) Act, and as outlined in the FFY18-19 New Mexico TAP/RTP Guide; and

WHEREAS, the Community River Walk Trail System Expansion and Improvements named in the TAP application are eligible project(s) under New Mexico TAP and the FAST Act; and

WHEREAS, City of Las Vegas and San Miguel County respectively acknowledge availability of the required local match of 14.56% and the availability of funds to pay all costs up front, as TAP is a cost reimbursement program; and

WHEREAS, City of Las Vegas and San Miguel County respectively agree to pay any costs that exceed the project amount if the application is selected for funding; and

WHEREAS, City of Las Vegas and San Miguel County respectively agree to maintain all project(s) constructed with TAP funding for the useable life of the project(s);

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODIES OF CITY OF LAS VEGAS AND SAN MIGUEL COUNTY THAT:

1. City of Las Vegas and San Miguel County authorize Richard R. Trujillo, City Manager submit an application for FFY18-19 New Mexico TAP funds in the amount of $210,000.00 from the New Mexico Department of Transportation (NMDOT) on behalf of City of Las Vegas and San Miguel County of Las Vegas respectively.

2. That City of Las Vegas and San Miguel County assure NMDOT that if TAP funds are awarded, sufficient funding for the local match and for upfront project costs are available, since TAP is a reimbursement program, and that any costs exceeding the award amount will be paid for by City of Las Vegas and San Miguel County respectively.

3. That City of Las Vegas and San Miguel County respectively assure NMDOT that if awarded TAP funds, sufficient funding for the operation and maintenance of the TAP project(s) will be available for the life of the project.

4. That Richard R. Trujillo of City of Las Vegas is authorized to enter into a Cooperative Project Agreement with NMDOT for TAP project(s) using these funds set forth by the FAST Act on behalf of the citizens of City of Las Vegas and San Miguel County. Richard R. Trujillo is also authorized to submit additional information as may be required and act as the official representative of City of Las Vegas and San Miguel County in this and subsequent related activities.

5. That City of Las Vegas and San Miguel County assure NMDOT that City of Las Vegas is willing and able to administer all activities associated with the proposed project(s).

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Las Vegas and the Board of Commissioners of San Miguel County, by unanimously passing this Resolution, hereby authorize the submission of an application to the New Mexico Department of Transportation for Federal Fiscal Year 2018-2019 TAP Funds.

PASSED, APPROVED AND ADOPTED, this _____day of September 2016.

_____
Tonita Gurulé-Girón, Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

_____
H. Chico Gallegos, City Attorney

Map 1. TAP Project San Miguel County
San Miguel/Las Vegas Regional Multi-Use Trail Project Sections 1 & 2