

CITY OF LAS VEGAS

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Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS REGULAR CITY COUNCIL AGENDA September 20, 2017-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. <u>APPROVAL OF AGENDA</u>
- VI. APPROVAL OF MINUTES (July 26th, July 31st, August 9th and August 14th, 2017)
- 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. PRESENTATIONS (Not to exceed 10 minutes per person)
 - Presentation by Abby Anger and Robert Gonzales who are seeking sponsorship to benefit "A Salute to the Troops Concert and Dance on Sunday, September 24, 2017".

XI. <u>CITY MANAGER'S REPORT</u>

XII. FINANCE REPORT

XIII. CONSENT AGENDA

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

1. Approval of Resolution #17-35, 2019-2023 Infrastructure Capital Improvement Plan ("ICIP") for the City of Las Vegas Senior Center.

Pamela Marrujo, Senior Center Director The Department of Finance Administration, 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.

2. Approval of Resolution #17-33 Budget Adjustment Resolution.

Ann Marie Gallegos, Finance Director The City of Las Vegas Finance Department is requesting increases to the FY 2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY 2018 Budget.

3. Approval to award RFP 2018-03, Professional Engineering Services to include Grants Consulting, Planning, Design and Engineering Services, for the City of Las Vegas Public Works Department/Municipal Airport to Molzen Corbin and enter into contract negotiations.

Veronica Gentry, Public Works Director The City of Las Vegas Public Works Department Request for Proposals was recently solicited for Professional Services for the City's Public Works Department/Municipal Airport. Four proposals were received for this service. The best qualified to perform this service based on the designated criteria is Molzen Corbin.

4. Approval of Resolution No. 17-32, supporting the Federal Aviation Administration (FAA) Grant Agreement, LVS-17-02 and sponsoring match funds.

Veronica Gentry, Public Works Director A resolution is required to support the Federal Aviation Administration (FAA) Grant Agreement.

- 5. Approval of Grant Application through the Department of Public Safety for the Las Vegas Police Department.
 - Juan F. Montano, Chief of Police The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$24,300.00 to increase operations in the Street Crimes Unit and for the upkeep of the Department's under cover vehicles.
- 6. Approval of Grant Application through the New Mexico's Attorney General's Office for the Las Vegas Police Department.
 - **Juan F. Montano, Chief of Police** The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$28,029.00 to purchase a property and evidence management system for the department's Evidence Section.
- 7. Approval of Grant Application through the Department of Justice for the Las Vegas Police Department.
 - Juan F. Montano, Chief of Police The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$11,681.00 to purchase equipment for police vehicles and funding towards body cameras for the San Miguel County Sheriff's Office.
- 8. Approval to accept State funds through the Department of Finance and Administration.
 - Juan F. Montano, Chief of Police The Las Vegas City Police Department is requesting approval to utilize funding in the amount of \$324,329 to operate the E-911 System for the Las Vegas City Police Department and the Department of Public Safety District 2 Office.
- 9. Approval of Grant Application through the Wal-Mart Foundation for the Las Vegas Police Department.
 - Juan F. Montano, Chief of Police The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$2,500.00 to purchase promotional supplies to hand out to children as part of our Community Outreach Program.
- 10. Approval to purchase a Camel 900 Sewer catch basin cleaner truck.
 - *Maria Gilvarry, Utilities Director* The Waste Water Division seeks to purchase a Camel 900 Sewer catch basin cleaner truck. The current camel truck is over 10 years old and is the only truck utilized by the

division for maintaining sewer lines. Due to its age and condition, the truck breaks down frequently and the repairs have become costly.

11. Approval of Resolution No. 17-30 for drinking water loan No. 3624-DW for the Cabin Site Tank Rehabilitation.

Maria Gilvarry, Utilities Director This Funding will allow the City to conduct much needed rehabilitation to the Cabin Site Tank. The Drinking Water State Revolving Loan Fund has allowed the City \$841,000 in project funding which is \$630,750 (75%) grant and \$210,250 loan (25%). The funding agency requires that the agreement be adopted through resolution.

12. Approval to award request for bids # 2018-4 for Clarifloc C-358 Polymer for the Water Treatment Plant to Polydyne, Inc.

Maria Gilvarry, Utilities Director Polymer is a coagulant aid which brings down turbidity of the raw water to prepare it for treatment and is required to ensure proper filtration of the water supply. Our current supplier is Polydyne Inc. at a cost of .56 per pound.

13. Approval to award request for bids # 2018-5 for liquid aluminum sulfate for the Water Treatment Plant to Chemtrade Chemicals US LLC.

Maria Gilvarry, Utilities Director Liquid Aluminum Sulfate is required to ensure proper filtration of the water supply. Our current supplier is Chemtrade at a cost of \$250.26 per wet ton.

XIV. BUSINESS ITEMS

1. Conduct a public hearing and Approval/Disapproval to adopt Ordinance #17-10, amendment to the Official Zoning Map for property.

Maria Perea, Planning and Zoning Coordinator Joe C. & Marcella A. Coca, owners of four lots known as 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, NM appeared before the Las Vegas Planning and Zoning Commission on August 28,2017. Mr. and Mrs. Coca are requesting that said property be re-zoned from the present R-2 (Multi-Residential Zone) to an R-3 (Mixed Residential Zone.) The applicant's intent is to have lots available for lease or sale for the placement of single wide mobile homes on the property, which is permitted in the R-3 zoning.

2. Approval/Disapproval of Resolution #17-36 to donate a 2008 Ford Ranger Hotshot Truck to the Village of Eagle Nest Senior Center.

Pamela Marrujo, Community Services Director The City of Las Vegas Senior Center Department received 5 new Hotshot Trucks, through an appropriation, within the last 3 months and this vehicle is no longer being used by the City of Las Vegas Senior Center.

3. Approval/Disapproval to appoint Renee Garcia as Community Development Director.

Richard Trujillo, City Manager As per City of Las Vegas Municipal Charter, Article V, Section 5.07 C. The city manager shall appoint department directors, subject to approval by the Governing Body.

XV. COUNCILORS' REPORTS

XVI. EXECUTIVE SESSION

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

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.

XVII. ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and

its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

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

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON WEDNESDAY, JULY 26, 2017 AT 1:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:

Tonita Gurulé-Girón

COUNCILORS:

Barbara A. Casey Vincent Howell David A. Ulibarri, Jr.

ABSENT:

David L. Romero

ALSO PRESENT:

Richard Trujillo, City Manager

Casandra Fresquez, City Clerk

Corinna Laszlo-Henry, City Attorney Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell asked for a moment of silence to keep the City in thoughts as we the Council are trying to do the best thing for our community and we shall take our communities input into consideration in making decisions.

APPROVAL OF AGENDA

Councilor Howell made a motion to approve the agenda as is. 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 Barbara A. Casey Yes

Vincent Howell Yes

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

MAYOR'S APPOINMENTS/REPORTS

Mayor Gurulé-Girón stated she did not request for the appointment of voting delegate and alternate on the agenda for the Annual Conference of the NM Municipal League but is designating Councilor Howell during annual conference in Clovis to be the voting delegate.

PUBLIC INPUT

City Manager Trujillo advised no one signed up for public input.

BUSINESS ITEMS

1. Approve/Disapproval of Resolution No. 17-22 to adopt the final Budget Adjustment Request for submission to DFA Local Government Division.

Finance Director Ann Marie Gallegos, and Tana Vega, Deputy Finance Director advised that resolution No. 17-22 is requesting a final Budget Adjustment Request done annually when there is a need to adjust budgets for the ending of the fiscal year 2016-2017, the first fund is requesting permission to increase the Airport Fund, which is good news which means we're selling more gasoline and in order to do that we are requesting to increase our fuel sales by \$5,000 as the expenditures will need to be met by \$5,000 on Gross Receipts Tax. In addition, the correction fees, which are judicial fees, will increase by \$1,688. We are also requesting a budget increase for \$6,000.00 for more equipment that Fire Chief Montoya is receiving in the Waste Isolation Project fund 260. The PD awards fund 283 increased by \$183 that they expended. The Recreation Center Phase 1

increased expenditures by \$21,769 and the final one is Senior Center, which also received \$47,715 in additional funding and we gladly accepted that as well so we are requesting permission to be able to make these budget adjustments in our final 2016-2017 fiscal year.

Councilor Howell asked which grant was from the Senior Center figure.

Finance Director Gallegos responded it was the Long Term Aging and they usually have additional funds towards the end of the year. In April, the Senior Center was awarded \$47,715 for food products and other supplies needed.

City Manager Trujillo advised that because the City made quite a bit of noise about how we were struggling to meet these demands, we were heard and were able to acquire an additional \$47,700.

Councilor Howell asked if some funds received from the community such as Alta Vista Regional Hospital, for Meals on Wheels was able to go into this year's budget.

Finance Director Gallegos responded only if it was given this year, if not then it was placed in last year's budget. Finance Director Gallegos stated there are plans in place for the Senior Center to be getting additional funding from local vendors in which there are line items and budgets set up.

Councilor Howell asked if the \$5,000 of funding the City received was reflected in the budget and Finance Director Gallegos responded that she believes it was received in early July which would go into the new fiscal year. Finance Director Gallegos stated that the City received \$47,715 that was given by AAA which is a sub contractor for the Senior Center.

Mayor Tonita Gurule-Giron inquired about the \$21,000 transfer for the Recreation Center.

Finance Director Gallegos stated the \$21,000 needed to be increased due to the insurance on the flooring which has not been completed or received by the City.

Finance Director also advised that the insurance adjuster is still working on the claim with risk management and once the claim is finalized will report back to the Council.

Mayor Tonita Gurule-Giron advised that at her last meeting with Municipal Economic Development in Santa Fe, the Agency on Aging informed us that there wasn't going to be any disbursements of funds prior to the close out of the year, once they do the recap that they will recuperate any of those funds in a state wide basis and they do that annually. Also the Agency on Aging has lost a lot of money and we are hoping we can recap some of those and recoup some of the dollars, at the end of the fiscal year that have not been expended for the recuperation next year.

Finance Director Gallegos advised to possibly entertain a letter from City Manager as well as the Director to see if any of those funds could be redistributed to a similar program.

Mayor Gurule-Giron asked if any of these budgets have been impacted for example, based on any unexpended or unanticipated expenditures prior to this year's budget year.

Finance Director Gallegos advised they have been and Deputy Finance Director Vega will be able to answer that during her presentation on the recap for the DFA report.

Councilor Casey made a motion to approve Resolution No. 17-22 to adopt the final Budget Adjustment Request. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr. Yes Vincent Howell Yes

Barbara Casey Yes

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

2. Approval/Disapproval of Resolution No. 17-23 to adopt the Final 2016-2017 DFA Financial Report for submission to DFA Local Government Division.

Deputy Finance Director Vega presented the Final DFA Quarterly Report from the State of New Mexico, which has been prepared on a cash basis. It gives a picture of what our total revenues collected for the year, which were a total of \$35,788,243, total expenditures of \$36,673,533, expenditures greater than revenues collected, therefore we had used up some of our prior years beginning cash balances, more specifically the General Fund collected \$11,165,370, expended \$11,061,693, however the General Fund used \$625,990 of the beginning cash balance to assist other funds.

Deputy Finance Director Vega advised the City used \$181,300 additional monies to take care of funds that were overdraft and DFA does not allow us to carry on the books any funds that are overdrawn, therefore they are due to other funds that have been set up in the General Fund. That reduced our cash balance, additionally the Recreation Center was overdrawing \$134,610 and those expenditures were reclassified into the General Fund.

Mayor Gurule-Giron asked what expenditures were greater than what the City did not anticipate in the initial scope of work.

Deputy Finance Director Vega advised specifically salaries were still being paid out for the services still being provided, and there were also additional extra operating expenses.

Finance Director Gallegos stated there were other funds that have indicated there's funding where we are not allowed to close anything out in the negative. DFA recognizes that, so any of our funds or grant monies, unfortunately majority of our grants are reimbursable grants and therefore we are needing to submit and expend our dollars and then we have to wait for the reimbursement to come in and come May and June, our department really strives to get those reports in and get all the disbursements in so that we can possibly get our money by the end of June.

Finance Director Gallegos added that as of July, she did not know if the City received any of those reimbursable expenses. They'll start coming in possibly in August and September and we will see those that they are going to reimburse. One of the biggest costs was the capital outlay for the Senior Center vehicles that

was close to \$170,000 for vehicles that were paid for and \$42,000 for the Police Department. So all those funds are on a reimbursement basis and we need to wait for our funds, they verify and unfortunately at the end of the year we are tasked with trying to balance this and cover all of those expenditures that are in the negative. The provided report does cover all of the expenditures, but it does reduce our General Fund, a beginning cash balance from the preliminary report, was reduced by \$128,000 and we are hoping to recoup those funds in the month of August or September.

Deputy Finance Director also pointed out that it does reflect that the GRT collections are flat.

Councilor Howell stated he's been having an issue that's been lingering this whole year and has asked questions about this before, and he's sure everyone remembers the piece of equipment that was returned, which he thinks it was \$270,000 plus. Councilor Howell asked if that amount was an adjustment as the Council approved the equipment and wanted to confirm if the piece of equipment was returned.

City Manager Trujillo stated that the equipment was returned.

Finance Director Gallegos verified the cost came out of the Capital Improvement Fund which cost a nominal fee of \$2,000-2,500 to send it back, which was the only cost to the City; at that point the purchase order and expenditure were voided and those dollars were put back into the Capital Improvement Fund.

Councilor Howell states he was told there was no money transacted.

Finance Director Gallegos verified that was correct with the exception of the \$2,000-2,500 to return the items. The cost to the City would have been \$170,000 had it been purchased by the City.

Council Howell had further questions in reference to the piece of equipment that was approved to be purchased by the Council and later received by the Public Works Department and then returned without advising the Council.

Mayor Gurule-Giron asked City Manager Trujillo to explain why the determination was made to return the piece of equipment.

City Manager Trujillo advised he made the decision to return the piece of equipment after speaking to staff as they felt that piece of equipment was not conducive to the work they do and would probably require additional staff and additional equipment to run it.

Councilor Howell asked if that decision should have been up to the Council to determine.

City Attorney Laszlo-Henry advised she sees no legal authority that City Manager would not have discretion to return, especially as it sounds like there were no costs incurred other then nominal for shipment. City Attorney Laszlo-Henry further added that it sounds like the budgetary effect was the funds the council had authorized to be expended in this way and ended not being expended in this way, so she sees no legal impediment to that outcome.

Councilor Howell asked City Attorney if council made a decision and gave its approval, does it not have the approval to rescind that decision. City Attorney Laszlo-Henry advised it is a question of merchant ability, so at the point when City Manager is making that determination that either it is not what perhaps represented by the department head to this body as a need and as the right tool for the job. She advised she has no knowledge about this specific equipment.

Councilor Howell stated he does understand City Manager Trujillo had stated that he and his staff felt that equipment was not a right fit, but pointed out that it is the council's decision and any decision the council makes, they should have the opportunity to rescind that decision.

City Attorney Laszlo-Henry advised that would be impracticable, as the acceptance of a piece of merchandise which creates legal obligations to pay for it, is often a decision that is going to have to be made more rapidly then would allow for the body to reconvene again. "I see that the governing bodies control of the purse strings as you will, is a very important element to your power and responsibilities when funds that you have authorized to be expended are no longer either in the best interest of the City or the equipment itself is un-

merchantable or not as represented that then falls to the City Manager to make that call and save the City those incurred costs and there is a narrow window of being able to do that."

City Manager Trujillo advised at the time when he made the decision, the City had not paid for the total cost of the equipment and we had sent it back because we did not pay for it and I think it was more than \$200,000. City Manager Trujillo stated that in the future if Council would like for him to come back and inform Mayor and Council of his decisions, he be more than glad to do it.

City Manager Trujillo advised Mayor and Council as City Manager, he makes those decisions on the day to day operations realizing what the impacts are going to be for the City, and his decision at that point was not to accept that equipment

Councilor Howell stated he is not contesting his decision, but contesting the lack of re-approval for the council and the process. It is very important if we make a decision that it has to come back to us whether we have to rescind it or not.

City Attorney Laszlo-Henry advised Councilor Howell she begs to differ and does not think such decisions require council approval and doesn't think its practical and as far as what we're looking at with the budget when projected funds are actually higher then what actual numbers are that is not something that requires governing body approval. The rejection of goods is something that would not allow the time for governing body.

Mayor Gurule-Giron advised it falls under the actual procurement process so therefore it goes back to an administrative function, bottom line. The contractual obligation from the City to the Contractor is that we provide the monies and we actually accept goods and we did not accept the goods, so therefore it did not have to come back to the council, we do not have a payout that's the bottom line.

Discussion took place regarding the adjustments made to the budget including DFA recap and Finance Director clarified and answered all Mayor and Council's questions.

Mayor Gurule-Giron asked what our bonding capacity is at this time.

Finance Director Gallegos advises it is close to \$885,000 the last time she checked it. Its six percent of the total assess evaluation. We currently have outstanding in debt \$20,643,000. Principle payments due this year \$1,915,000 and a lot of that is from the enterprise funds. Some of our loans that are out there, we've also included the Recreation Center \$2.5 million that we also have outstanding that will be paid off in a ten year period. We had a refinancing bond in 2012, outstanding principle there is \$5,065,000 and that will be paid off in 2020. The total dollar amount outstanding is \$20,643,000.

Mayor Gurule-Giron asked what is left of our leveraging capacity.

Finance Director Gallegos advised it depends on our revenue. If we go in for a loan or a grant then they will look at our financials and run whether we have any kind of capacity left at this point, however we still need to have the general obligation bonds if we ever needed to.

Mayor Gurule-Giron asked Mr. Trujillo what the DOT process was and when they anticipate starting that process.

City Manager Trujillo advised in February 2018.

Mayor Gurule-Giron asked what the projected General Funds were supposed to come in at.

City Manager Trujillo advised a little over \$600,000 on gross receipts.

Mayor Gurule-Giron stated if they actually start in February then we probably won't anticipate getting them until May or June, therefore that wouldn't help us for this year.

Mayor Gurule-Giron asked if the \$500,000 we lost was the excess payroll and how many payouts for sick leave have been paid out this year. She was aware that a moratorium was in place stopping the sick leave payouts for budget 2018.

Finance Director Gallegos explained the process and mentioned that the City Manager has the final approval on those payouts which were in the amount of \$23,000.

Mayor Gurule-Giron requested a list of those employees be given to Mayor and Council.

Councilor Casey made a motion to approve Resolution No. 17-23 to adopt the Final 2016-2017 DFA Financial Report for submission to DFA Local Government Division. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey Yes David A. Ulibarri, Jr. Yes

Vincent Howell Yes

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

3. Approval/Disapproval of Resolution No. 17-24 to adopt the Final FY 2017-2018 Budget for submission to DFA Local Government Division.

Finance Director Gallegos advised she has arecap sheet which gives a better picture; she has the final budget 2018 topics that we addressed and preliminary budget as well. Finance Director Gallegos added that the only change was the beginning cash balances for the General Fund and the Operating Fund came in at \$128,000 less then we had anticipated and she thinks we did go through those adjustments that we had to make towards the General Fund.

Finance Director Gallegos stated the budget was presented in late July 2017. We projected revenues of \$10,980,000 in General Fund and revenues are flat, so we need to be very careful with some of our expenditures and be very assured by ourselves that we will be able to meet these expenses. What we have posted, are actual cash balances, we did not recommend or plan for any furloughs, modified or abbreviated work schedules for any employees, and several positions were not funded. There were fifteen positions that were not funded including an Event Planner, Code Enforcement Officer, four Police Officers, a Maintenance Worker, an Assistant Fire Chief, a Safety Coordinator, General Accountant, Communication Supervisor, a Recreation Manager, Administrative Supervisor and a KB Coordinator totaling \$641,000.

Mayor Gurule-Giron asked if the positions were absorbed into the actual General Fund budget or did the money stay within the respected department?

Finance Director Gallegos advised they were not funded, they remain in each specific department in case there is additional funding later on in the year, however the tool will remain in the budget but it wasn't funded, it was zeroed out.

Finance Director Gallegos advised that IT department was moved into their own division and was funded by several departments and not only General Fund, we also moved the Safety Coordinator and the Risk Manager over, part of it to HR in the General Fund as well as to the Enterprise Fund. We also included a one percent increase in health, dental and vision insurance. We did increase the Police Department in case we did a final negotiation with FOP so we did include those salary increases as well because we are getting the final approval on the FOP Contract.

City Clerk Mrs. Fresquez advised the contract would be coming to council for their consideration.

Finance Director Gallegos further added that those were the critical items that were changed over and in General Fund there weren't very many changes other then the Police Department that was funded for the salaried employees in the FOP Contract. There were also changes in some work on the Enterprise Funds for water projects. Those water projects totaling \$14,971,000, the biggest portion being Bradner Dam which is carrying \$8 million, so that is why you see the higher number, of the \$8 million which is in fact sitting as part of that \$14,971,000.

Mayor Gurule-Giron asked of that \$14 million for Bradner, how much of that use will be coming out of the Tobacco Fund, the \$4 million that was left.

City Manager Trujillo advised yes, we drew down on that first.

Mayor Gurule-Giron then asked what the balance is on the tobacco Fund.

Utilities Director Gilvarry advised she will give her the exact number, but approximately she thinks they spent \$1 million.

There was further discussion on the various upcoming projects for the near future.

Finance Director Gallegos advised one of the items she would like to bring up is for the preliminary budget, it was in fact approved by DFA, however they noted the General Fund cash balance besides the LG being reserved requirement, which is to reserve one twelfth of the budget. It is projected to be depleted at fiscal year end. Expenditures met transfers, exceed budget revenues by ten and a half percent. If not addressed in the interim prior to the final budget submission, governing body will be warned of this appearance of the final budget by a letter.

Finance Director Gallegos stated that she has gone back even though the budget shows additional expenditures and transfers and shaved off as much as she could in the target areas, especially in the General Fund unfortunately. At the end of the summary, I have given the debt and total salaries and benefits for FY 2017, which was close to \$15,297,000. Planned for this year for 2018 is \$14,619,000 and that is approximately twenty nine percent of our FY 2018 budget and thirty percent goes to salaries and benefits. Finance Director Gallegos explained that the projects and debt service take quite a bit of money from the budget itself. Also the number of employees are at 266 included in the budget plan, as well as in the preliminary plan, we had planned to purchase two patrol officer vehicles, two additional trash vehicles for solid waste, one vehicle for water and one vector truck for waste water. Those were also in the plans, we don't know if the department will move forward with those looking at the revenues and expenditures.

Finance Director Gallegos thanked Barbara Padilla and Natasha Padilla from Housing for helping facilitate graphs for the budget message.

Finance Director Gallegos stated the cash balance starts with \$22,396,000 and Tana and I have tied into that, she's the one who works on the final DFA report, so we tied into that number. Less \$66,000 that we know is a trust agency fund that we carry. We have \$5 million in investments and that's shown in column two. We have \$44,813,000 in revenues, and \$0 in transfers, our expenditures shows \$53 million, so you can see where our expenditures do exceed our revenues and we need to be cognizant of that. Our ending cash balance is \$22,429 a lot of that is our reserved accounts in our capital projects as well as our debt services.

Councilor Casey advised she went through all the special funds and general funds and some of the vacant positions show a dollar amount for that position. Councilor Casey gave an example of the dollar amount she added for the vacancies listed which came out to \$712,409 and was concerned because when we had the discussion on the preliminary budget, some of Council were concerned that the police were not being funded like we thought they should be, so we requested at least two new officers and it was my understanding at the time there was an agreement that you said we could add two new officers before we got our final budget and those officers are not included in the budget, we have a decrease of \$224,262 and for fire we have \$88,043 decrease. Councilor Casey stated if all these other positions that are currently vacant still have funds in those line items, does that mean that the City anticipates filling those positions when there is a freeze on everything except public safety and if that's so then we are not following the DFA mandate, which is something that was brought before us on several occasions and the Police and Fire Departments are not being funded as they should. Councilor Casey stated she was very upset about this and concerned about it because she felt that some of the vacant positions were not as important as having additional policemen which we need out in the streets. Councilor Casey further stated that she had other areas of concern, as she noticed there is \$15,000 increase in revenues of court fees and it is illegal and unethical to depend on money coming in from fines from the court, and had a real problem with that.

Mayor Gurule-Giron asked what the court fines were that would make it illegal and unethical.

Councilor Casey advised when you have a line item in the budget that is increasing the amount of dollars anticipated to come in on court fines. You cannot expect a Municipal Judge or the officers of the City out there to double up on the tickets they are giving or the Judge to give higher fines in order to make budget.

Mayor Gurule-Giron asked if Finance Director Gallegos could address the issue of the Municipal Judge and the fact that he has the authority to raise fines if he wants to.

Finance Director advised the Judge may raise court fines and the funds have been increased because he is bringing in more fines, so he is bringing in more revenue as far as the municipal fines which are only collections. Finance Director Gallegos

added the other fund is the correction fees, those collection fees automatically get collected and get put into a separate fund and their disbursed to the administrative office of the courts. The portion that we get and I believe the dollar amount is \$68,000, and so we increased it to \$75,000 because we were seeing he has increased the revenues. He is bringing in \$75,000 and we have always budgeted the court fees in the General Fund, so I don't know of anything illegal regarding that.

Councilor Casey stated it won't become illegal until it happens.

Further discussion took place regarding Municipal Court.

Mayor Gurule-Giron stated that the DFA directive is clearly stated regarding public safety and wanted to hear from Police Chief Montano as to how he can justify additional positions as everyone will have an opportunity represent their budget as they have that right.

Chief Juan Montano advised he's been doing some extensive research and one of the things he has in his notes is a letter from Rick Lopez from the DFA the latest documentation that was disseminated to Directors on February 17, 2017. Chief Montano stated that in recent council meetings there's been discussion that Police Department had positions that were not filled in four years and then three years.

City Manager Trujillo asked Chief Montano to read the language on what he's referring to from DFA.

Chief Montano read "Section 6-6-2 NMSA 1978 which requires each local public body to furnish and file with the department of finance and administrative DFA local government division a proposed interim budget for the next fiscal year. Furthermore the statute authorizes the legal government division to prescribe the form of all the budget record and account for local public bodies. To meet the requirements the local government division has developed budget forms including supplemental schedule forms which are recorded and submitted electronically. These budget forms are located on our website. Please note in light of continuing fiscal challenges we recommend the following consideration, adopting and applying formal policy and strictly disallows reoccurring

expenditures from cash balances and none reoccurring revenues. Implementing an immediate freeze on all current vacant employee positions excluding health and public safety service positions, as well as an increase to employees' salaries excluding union contractual obligations. Implementing an immediate freeze on new and none essential contracts that effect the general fund. Discontinue the practice of providing funds of any nonprofit organizations that are not tied to the legislative appropriations. Other items on the budget recapulation page be aware of recap page must tie to the fourth."

City Manager Trujillo asked what he was referring to in the letter.

Chief Montano advised he is referring to implementing an immediate freeze on all current vacant employee positions excluding health and public safety service positions. Chief Montano added that final and further discussions as mentioned earlier during council meetings, we had vacancies that we hadn't dialed in four years and during the budget with City Manager Trujillo and Mrs. Gallegos those same topics came up in those discussions in negotiation process. Chief Montano stated he could provide Mayor and Council with a copy of this if they needed them. Chief Montano added that in July 2016 there were two positions away from filling all positions they had vacant. At the time we had two positions that were available, June/July came on and we knew were going to have to tighten up our belts so one of the things he had proposed to utilize is two positions for salary savings to help the City. Chief Montano added that in August 2016 he had one of the officers' resign, so there were three positions. In October/November 2016 we had another employee who was at the police academy; he did not satisfactorily meet our expectations so he was relieved of his duties. The four positions that were available or that were not filled prior to us losing three more people to state police could have been probably filled last year.

City Manager Trujillo asked if those positions were funded and budgeted and Chief Montano responded, yes they were.

Chief Montano further added that he sought to look to fill the positions like he had initially decided they were going to do salary savings until December, midyear so that he could utilize those salary savings to help offset some of those costs. Chief Montano stated that regarding police union negotiations, he had officers with the old pay plan, officers that were probably three years on the force

and they were getting paid what first year officers were getting, so one of the things City Manager Trujillo assigned him to do was come up with a twenty five year longevity plan, now when a police officer retires its twenty five years. So we came up with a longevity plan for police officers, for sergeants and lieutenants, during these conversations I was advised funding was being provided. So we decided we needed cars, we have \$108,000. At first I was anticipating just using \$108,000 that way we wouldn't impede on the City budget. So we buy six cars, unmarked cars to go to investigations and command staff. Subsequently I was instructed by the City Manager to get four unmarked cars and four police cars. Four police cars we subsequently got them in and got them fully equipped. The funding was the \$108,000 that was appropriated part of that portion was the \$108,000 appropriated by legislative funds in January 2016. The remaining balance, I think Mrs. Gallegos had said was \$42,000,

Chief Montano further stated he had his financial specialist make a request to fill the four vacancies because we have approximately six or seven individuals that we felt were qualified and could be hired. My financial specialist was then advised that that was not the case and was told we had to utilize the salary savings for not only the raises but to finish financing vehicles. Once we got word of that, I called and set up a meeting with City Manager Trujillo. We discussed several different items we previously discussed and during this conversation, I asked City Manager Trujillo, if I held off the whole year on salary savings, could I hire in July. City Manager Trujillo stated he did not have a problem with that, so I agreed. Since there was not a problem with hiring the four positions, Chief Montano agreed to finish paying off the cars since he didn't have an issue with utilizing the money saved from his budget to benefit the department.

Chief Montano stated thereafter the budget hearing was on April 7th and during the budget hearing Chief Montano was advised about the four positions he would be losing and at that time he asked what the purpose of losing these four positions was. Chief Montano was told because they had not been filled yet, so based on that, the position that got cut was a part time position. We currently have an employee that has medical issue, she is a records clerk and can only work part time and ended up losing the part time position. Chief Montano added that he had an IT person and now that an IT department was created so we no longer have that position.

City Manager Trujillo advised he had mentioned about the longevity and what it's going to cost to be able to execute that longevity plan. He stated also that he did mention about a pay increase on every anniversary date. City Manager Trujillo recalls when he was appointed he was directed to look at police vehicles and inspect those vehicles. My directive was to replace patrol vehicles and it was Chief Montano's idea to go ahead and purchase four for investigations. City Manager Trujillo mentioned that in order to execute the pay plan, Chief Montano was advised that the City would not know the total effect of the pay plan and what its impact would be on the budget. City Manager Trujillo stated that the four vacancies that he referred to were vacancies that were not funded, they have been on his budget for a couple of years and they were not funded. City Manager Trujillo requested that Finance Director Gallegos talk about the cost to the General Fund, in order to pay for the pay plan for 25 years, the cost for the increase of salaries for every anniversary date and the commitment to replace every officer that leaves as he intends to fill those positions. City Manager Trujillo stated he feels the pay plan is a very good pay plan and has always been a recruiting obstacle, not being able to offer the pay or to be competitive with other cities. By implementing this pay plan it put us in a better situation to recruit, it increased the entry level, the increase of anniversary dates and at the end of the 25 years, every officer will know what they are making; prior to that it used to stop at 10 years or 10 steps.

Finance Director Gallegos advised there were several meetings with City Manager, Chief Montano and herself because he was instrumental about pushing the pay plan as it is an excellent pay plan with a three percent increase in each and every step based on number of years' experience. Finance Director Gallegos stated that it was decided during the meetings that the pay plan could not be implemented unless the four positions that Chief had vacant were not filled and they were vacant at the time when we had the conversation. Finance Director Gallegos further sated she did not have the exact number but it was close to \$211,000-212,000 to fund the pay plan, as Chief Montano had requested. At that point Finance Director Gallegos stated she was under the impression between the conversations with City Manager, myself and Chief Montano that those positions were not going to get filled for the year because the \$211,000-212,000 could not be made up in four or five months, it was going to take us the entire year. Finance Director Gallegos also stated that Chief Montano did come back and wanted to fill the four positions in mid-November or December and she told him

that all three of us made the decision that those positions would not be funded so we could implement the pay plan and that is when all the back and forth went on and on and it was going to take us some money that we didn't have in the General Fund other than the four positions that he had and they were vacant positions. Finance Director Gallegos stated that for this year we kept the pay plan and we have negotiated with the union and this year we are looking at \$50-60,000 and this was going to take the City so much money because some of the officers were brought up by a considerable dollar amount and we knew it was going to cost us for implementation. Finance Director Gallegos mentioned that what's hurting us right now is the lack of revenues that are not coming into the General Fund.

Finance Director Gallegos stated that If Council plans to add two vacancies; she would need direction as to what to decrease because in order to do so, something has to go away in order for us to do add positions. Our revenues are not coming in especially our general fund revenues. Finance Director Gallegos stated that utilities cannot fund any of the police officers unfortunately, so those are things that need to be discussed and advise City Manager just how we fund those positions because we need to give up something in order to fund. Finance Director requested to be given a directive to do furloughs or modified or abbreviated work schedule for all employees.

Councilor Howell advises he is very disappointed that the administration is asking for Council at this time and date to give information on who to cut and what to cut.

There was discussion regarding the amount of hours worked by police officers, especially during events such as Fourth of July Fiestas and motorcycle rally.

There was further discussion on where budget cuts might be made.

Mayor Gurule-Giron asked if the Council was apprised of an injury to one of our city employee's.

Councilor Casey advised she was not.

City Manager advised there was an accident and the employee did go through surgery but could not give additional information at this time.

Councilor Casey asked if the worker's comp would probably increase and Finance Director stated that it would impact the cost.

Councilor Casey asked if City Attorney could tell them how many pending legal cases the City has.

City Attorney Laszlo-Henry advised that her paralegal does create a monthly report for City Manager and she could provide that information to them.

Councilor Casey stated there was a person hired in May in the water department and she couldn't find his name anywhere on the list.

Finance Director Gallegos advised since we didn't change any salaries from the preliminary to the final, she didn't want to do that because she was going to change all the numbers for the departments. She stated she would do so right after and update, the S1's are salary schedules and she would update them.

Councilor Casey stated she was referring to Mr. Cole and wanted to know what his position was.

Utilities Director Gilvarry advised he is the water treatment plant manager.

Councilor Casey asked if he is still receiving the pay that was in the budget and Finance Director Gallegos stated yes.

Councilor Howell stated he believes and feels very diligent in wanting the governing body and administration to really put an investment in our public safety departments and it's not the responsibility of the council to look into this budget and recommend where we can cut. "I think it is the administrations responsibility. A lot of community members are scared out there because they know our police department is not staffed properly, they know our fire department is not staffed properly. All it takes is one, and I really feel we need to look hard in investing in those two departments and if we can't fund four, let's compromise and fund two".

Mayor Gurule-Giron advised Finance Director Gallegos with regards to the cuts at this point in time during the budget review, the council does have the authority to make recommended cuts consistent with policy.

Councilor Howell advised that if Council have to make the cuts, it's not appropriate for them to advise right now at this time as the Council would need to forensically look at this budget to really take a look and see where they could cut.

Mayor Gurule-Giron stated when asking for forensic audits, you're asking that the City go back and provide you things in the past in order to determine the future.

City Manager Trujillo stated that he is committed and "we have already proven our commitment to public safety, it's already been evident that we are moving in that direction. What is hurting us is our loss in revenues, our loss of GRT and where are we supposed to go to when that's not there. The only place to go to is operations and that is people's salaries in the General Fund. We looked at this budget, I am committed, if we find money, I am committed to replace those officers. I want to replace the one who went to state police, the one who retired because that's budgeted. Same thing with Fire, we asked Fire Chief to give us time. Right now with what their union negotiated was a 48 hour shift that was also to help them recruit and I think it has benefited the Fire Department but we had to make that cut in order to make this happen. We foresee that there are impacts of that 48 hour shift, it takes us a year to really realize what that impact is but we're committed to improving the working environment, being able to recruit, but realistically the money is just not there. We had talked last year in the budget about the nonprofits, we talked about the \$13,000 the \$33,000 the \$15,000 that we give out there. Would I love to see that given to the police department or fire department or public works looking at their facility back there, yes, but that's where we're at in this budget. We are at a place where it is very flat and if we continue to look at every department to see if we find money, we are doing that, we are making that effort. It's not being ignored; it's just a reality of where we're at in Las Vegas. Again our commitment is to fill those positions of those officers that have left."

Councilor Ulibarri, Jr. made a motion to approve Resolution No. 17-24 to adopt the Final FY 2017-2018 Budget for submission to DFA Local Government Division. Motion died due to a lack of a second.

Councilor Howell made a motion to disapprove Resolution No. 17-24 to adopt the Final FY 2017-2018 Budget for submission to DFA Local Government Division. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell Yes Barbara Casey Yes

David A. Ulibarri, Jr. No

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

EXECUTIVE SESSION

Councilor Howell made a motion to go into Executive Session to discuss personnel and pending litigation. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey No Vincent Howell Yes

David A. Ulibarri, Jr. Yes

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

Councilor Howell made a motion to go back into regular session stating there was no action taken, only discussion on Personnel matters as per Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell Yes Barbara Casey Yes

David A. Ulibarri, Jr. Yes

ADJOURN

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

Yes Yes	Vincent Howell	Yes
he motior	n and advised that the m	otion carried.
	Yes	Yes the motion and advised that the m

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON MONDAY, JULY 31, 2017 AT 3:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:

Tonita Gurulé-Girón

COUNCILORS:

David L. Romero

David A. Ulibarri, Jr. Barbara A. Casey Vincent Howell

ALSO PRESENT:

Richard Trujillo, City Manager

Casandra Fresquez, City Clerk

Corinna Laszlo-Henry, City Attorney
Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked the Lord to help Council in making the right decisions.

APPROVAL OF AGENDA

Councilor Howell made the motion to approve the agenda as is. 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 that the motion carried.

PUBLIC INPUT

Bruce McAllister stated that he believed that continued support in an increased level for the Police Department was extremely beneficial, both short term and long term for the City and stated that the Police Department was doing a great job although needed more man-power due to a lot of crime in the City. Mr. McAllister felt it was crucial to properly fund the Police Department.

Catherine Kahn stated that she was in support of our Law Enforcement although was worried about this issue affecting our budget and possibly violating the DFA and also losing federal funding which could affect housing, utilities, infrastructure and improvement, Senior Center Meals on Wheels program and the City's dam project. Ms. Kahn asked if the issues of the Police Department could possibly be tabled for a later date to hold a public hearing to inform the community and Council of the issues at hand.

Debra Gage spoke on officer safety and asked if Council would consider budgeting for the Police Department. Ms. Gage did not understand the reason of not budgeting for the department and asked Council to come to a conclusion for the safety of our officers and citizens.

Kim Reed-Deemer spoke in support of the Police and Fire Department and urged Council to vote against the proposed budget and informed she and her husband were volunteers with the Red Cross and had assisted with the most underserved community that the City "claimed to champion" at the time of a fire on Douglas Avenue. Ms. Reed-Deemer stated that they got a good idea of the risks of Fire Fighters and how hard they work and asked Council to think of the adverse affects of the loss of life and property that would be at stake to both the Fire and Police Departments.

Veronica Lujan spoke in support of the Las Vegas Police Department and of several concerns on why the department needed the man-power it deserved and stated how important it was not to neglect the safety of our officers and the

citizens. Ms. Lujan stated they should put tax-payer dollars to use for Police Officers and equipment needed and asked Council to vote no on the proposed budget.

Mary Jean Lujan spoke in support of the Las Vegas Police Department and asked that the budget be voted down, to re-negotiate to allow funding for the Police Department in order to fill vacancy positions, and to purchase vehicles and equipment. Ms. Lujan stated that the officers put their lives on the line everyday to protect the community and urged to vote no on the proposed budget.

Wilbert Ryan a retired New Mexico State Government employee (New Mexico Department of Public Safety) advised he worked with the Las Vegas Police Department although limited found them to be very responsive and professional. Mr. Ryan spoke of several concerns of negative consequences of an understaffed association and asked Council to consider funding the Police Department vacant positions and the equipment the officers would need.

Cordia Sammeth stated that she supported the Fire and Police Departments however the matter of budgeting them should be approached in a different manner and informed that after much research; found that there were 29 Las Vegas Police Officers patrolling the City in which the population is 13,000 which fell in the national average. Ms. Sammeth felt that the issues of the budget and safety issues should be separate and discussed by the community in a public forum and by not passing the budget would comprise funding of 2.2 million dollars, affecting many projects and public safety as well. Ms. Sammeth praised the many accomplishments made this year from this administration and asked to please pass the budget.

Arielle Hawney spoke in support of the Police Department and the statements made from the families of the officers regarding their safety and felt that they should not be underestimated. Ms. Hawney stated that the budget should not be passed and should be reworked to find other ways to reallocate budget lines to allow funding to the Police Department and felt the budget could be managed without the consequences of negatively affecting the city.

Jane Lumsden stated that the Department of Finance and Administration advised the City in 2016 to cut non- essential jobs and felt that the Police Department did

not fall in that category. Ms. Lumsden stated that she respected Chief of Police Montano and felt that if he felt additional police officers were needed, the City should support them adding that overworked and understaffed officers would not help the safety of the community and asked Council to re-look and not approve the budget.

Pat Leahan stated that the reason of the budget not passing was due to the Police Department requesting to fill 3 vacant positions which were badly needed, that it should be in the proposed budget and didn't understand the refusal to fund the positions. Ms. Leahan informed that explanations heard from City representative did not add up and reported that in February 2016 and 2017, the City received memos from the New Mexico Department of Finance and Administration regarding the hiring freeze of non- essential positions although within that time the City hired three non- essential personnel that affected the General Fund. Ms. Leahan informed that the 2018 budget had funded vacancies in many departments with a directive of not funding by DFA and felt that taking money from vehicle line item to hire one police officer was not a solution. Ms. Leahan praised Chief of Police Montano for his work in the department and stated that the deadline was at hand but felt that the issues could be dealt with basic protocols with DFA and asked Council to vote against the proposed budget.

J. Mike Trujillo spoke of his history when being involved in a City Official campaign in which his main concern was the Police Department which was a great concern at that time. Mr. Trujillo reminded everyone that Abe Montoya was killed at the hands of a police officer whose credentials were questionable due to the City not being attentive to the department and that after that incident the City was able to get a qualified, competent, energetic and well-staffed Police Department. Mr. Trujillo stated that it had continued to this day and praised both the Police and Fire Departments and believed they should not be abandoned. Mr. Trujillo's response to the national average Police staffing statistics was to consider all City personnel as well as officers, if going with that. Mr. Trujillo stated that he hoped the City would move with forward thinking, that Council would remain responsive and would govern wisely. Mr. Trujillo also advised that as a citizen and taxpayer he demanded the Governing Body to pay attention to the Public Safety Departments.

Sarah Frazier stated that that she was opposed of the proposed budget because she felt our Police Department deserved adequate staffing and informed that she worked in the medical field and informed of her experience in working with many dedicated police officers. Ms. Frazier spoke of many difficult situations the police officers face and stated that Chief of Police Montano should be believed when he informs of needing additional staff. Ms. Frazier advised that this was an important quality of life issue and it affected the reputation and value of our town, not just for residents but also those who consider visiting.

Percyne Gardner stated that she supported our local Police Department and praised them for an excellent job and spoke of them being helpful when it came time to form a neighborhood watch in her neighborhood which was working very well. Ms. Gardner advised that public safety was most important and should come first.

Yolanda Cruz (Sapello, N.M.) advised that she was familiar with the many concerns of the Police Department being short staffed. Ms.Cruz informed that even living outside city limits, they had utilized City police and that should be taken into account in deciding how many officers were needed. Ms. Cruz stated that crime rates had gone down because of having a good police force and those issues of a short staffed Police Department supported results in a training ground for other officers to leave Las Vegas, losing officers with more vacancies which results in a more dangerous community. Ms. Cruz stated that the Police Department had been very involved and pro-active with community coalitions in which she was a part of and asked to consider amending the budget to adequately fund the Police Department.

Yolanda Cruz briefly spoke of concerns regarding a painted curbing on Rio Arriba Street.

Francesca Madrid stated that it was crucial to have extra man power at the Police Department and spoke of concerns regarding safety for our officers with the lack of positions, putting them in danger and that it was not smart to cut positions that were necessary. Ms. Madrid felt that the Governing Body did not understand the level of stress that officers and families go through and felt they needed more

back-up rather than new vehicles. Ms. Madrid urged Council to vote no on the budget.

Las Vegas Police Officer Caleb Marquez stated he was there to encourage Council to vote down the budget and hoped that everyone could come to an understanding regarding the support that was needed by the Police Department. Mr. Marquez advised that this was a big issue weighing over the Police Union and the Police Department although thanked their leaders for their support regarding the budget issues. Mr. Marquez spoke on several high priority calls that were negatively affected by being short staffed and stated that he would like to see the proof of not needing positions filled and recommended giving Chief Juan Montano the opportunity speak on this issue and felt it had been one sided. Mr. Marquez asked Council to reconsider the budget and to conduct a public forum for discussion.

Rita Sardi stated that she supported Chief Juan Montano and the Las Vegas Police Department and asked Council to vote no on the budget and added that she felt that it was essential to fill the three vacancy positions.

Wid Slick advised he had been recently discussing the Lodger's Tax program as being an underutilized economic development opportunity; with the City's difficulties in budgeting, he recommended looking at this opportunity more carefully. Mr. Slick stated that with a few changes on how the Lodger's Tax program was run, the City could have \$500,000 dollars a year to help solve the City's budgeting problems.

Carol Johnson a resident of Las Vegas stated that the response time of first responders was very important and added that domestic violence issues were very critical and thought that an understaffed Police Department was ridiculous. Ms. Johnson stated she would be 100% behind on doing anything to support our police officers.

Bob Pearson spoke on his past experience working with Police Chief Tim Gallegos to develop a Taser Use Policy which was just being introduced to the Police Department and explained that he attended a training program that involved Police Officers watching and reacting to unexpected developments. Mr. Pearson stated that it had given him an insight into how Police Officers have to make what

could be life and death decisions in a split second and thought that if a Police Department was understaffed and members overworked it would more likely cause them to make mistakes that may unnecessarily cost lives. Mr. Pearson advised that he supported fully funding Safety Departments not only with personnel but with remuneration and training and that not fully funding these departments may be a short-term fix but and he urged Council to take care.

Carol Pearson stated that she did not reside in Las Vegas although her social and economic life was focused on this town and looked to the Police Department to know how to keep the citizens of Las Vegas as safe as possible. Mrs. Pearson thought it would be a mistake not to fully fund the needs of the Police Department and she believed that they did need three more people as they had informed. Mrs. Pearson expressed her concern of having an understaffed and possibly undertrained Police Department, she felt that the City needed a good and happy department and asked Council to reconsider and not to pass the budget as is.

Jillian Lautalo asked Council to take serious consideration before making the decision of passing the budget; she hoped that Council would recognize this as life and safety of our officers who work hard in keeping the community safe and about officers feeling confident when answering calls. Ms. Lautalo added that the department was losing officers to other departments in the state and felt it was not fair for officers to have to move their families because they felt that their leaders had failed them. She added that her sons looked at their dad as a hero and that it was about his life as well as his brothers and sisters lives and stated that they would not be silent and allow this budget to pass. Mrs. Lautalo advised she would not allow for something to happen to her husband due to the lack of support and asked Council to work on a solution that would keep the future of our community safe and most importantly keeping the men and women in the front line safe. Ms. Lautalo challenged Council to ride alongside with an officer to experience the demand that weighs on their shoulders and asked for consideration before voting on the budget and was in full support of the Police Department.

Meredith Britt stated that she was in support of both Las Vegas Police and Fire Departments and supported her community and those who protect it and added that this budget issue was very important. Ms. Britt hoped that the department

would be fully funded and fully staffed. Ms. Britt appreciated their efforts as well as the Council's efforts and urged to vote the budget down until they would provide the needs of the community.

Alex Aragon stated that he was not happy regarding the time it took to prepare the budget and felt that this administration was not knowledgeable of the state statute regarding budget deadlines and sighted *New Mexico State Statute #6-6-2 Local Government Divisions Powers and Duties-Hold Public Hearings on proposed budget.* Mr. Aragon spoke of several concerns in the City which included streets (pot holes), weeds and public safety and informed that they were budgeted and was opposed to withholding the filling of the three positions at the Police Department.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution #17-29 to adopt the Final FY 2017-2018 Budget for submission to DFA Local Government Division.

Finance Director Ann Marie Gallegos advised that the City of Las Vegas is required to develop, approve and adopt a Final Budget for submission to DFA Local Government by July 31, 2017.

Finance Director Gallegos stated that not having a DFA certified budget would prompt a two year audit finding (FY2017-2018) and could affect Federal funding given out October 2017 and many departments as well, such as Housing Department, state grants and mainly Bradner Dam with 8 million dollars in jeopardy without an approved budget.

Finance Director Gallegos advised they had met with Councilor Howell and Councilor Casey on Friday to discuss the budget and advised they had come to a consensus to approve one FTE and stated that Councilor Casey had requested to attach it to the resolution.

Councilor Casey stated that she did not agree to any consensus.

Finance Director Gallegos stated that she was under the impression that Councilor Casey requested to do the FTE and attach it to the resolution and added that Councilor Howell was also present.

City Manager Trujillo reminded everyone that last week the budget was not voted on by two Councilors, stopping the process and advised they met with Councilor Casey and Councilor Howell trying to explain what this administration had done for the Police Department, such as purchasing eight vehicles which cost \$238,000.00, and a negotiated 25 year pay plan which included every officer getting a pay raise to bring them up to par with the pay plan and with a 3% raise for every anniversary date, which was more than other City Union employees receive.

City Manager Trujillo informed that this administration supported the Police Department and stated that at the time of working on the budget, he had asked every department for a 5% decrease in their budgets, excluding the Police Department, which would have decreased their budget by \$199,545.00 and also explained that a communications tower was purchased for the Police Department which involved searching for funds. City Manager Trujillo stated they have improved salary, added a longevity pay plan and informed that he had requested an officer shift report from Commander Juan Gonzales and that the report submitted reflected 5 to 7 officers per shift. City Manager Trujillo explained that there were three budgeted positions and that they had not stopped the hiring of the three and that it also included a retiree's position which was also budgeted.

City Manager Trujillo spoke of several other ways the Police Department had been helped and stated that they were not impeding on the hiring of replacing the vacant officers positions and felt that the public was being mis-informed. City Manager Trujillo stated that the City was not against the Police Department and that this administration's commitment was to be frugal and to review the budget on a daily bases in looking for money for every department in the city, not just for Fire and Police Departments. City Manager Trujillo advised that there was an advertised budget hearing held in May and stated that the City knew what officers' jobs entail and respected it. He advised that anyone was welcomed to the officer shift report and asked the Police Department not to ignore what had been done for them.

Mayor Gurule-Girón stated that based on this discussion, it would be prudent to hold a meeting with all the information and facts which would include City Manager, Police Department, Finance, Council and the public. Mayor Gurulé-Girón advised to put the facts forward and to give at least two meetings to make certain that everyone knew what was going on.

City Manager Trujillo asked Mayor Gurulé-Girón if that was a directive.

Mayor Gurulé-Girón asked Finance Director Gallegos to continue her report.

Finance Director Gallegos advised that City Manager Trujillo stated many facts and that the budget was the most difficult task to prepare and that everyone needed to make sacrifices. Finance Director Gallegos further stated that bond ratings, federal monies and state grants (received in October) would be affected City wide.

Finance Director Gallegos reported that proposed budget would stand to lose \$2,282,000.00 in Federal Grants and the grant of 8 million dollars could be in jeopardy and would affect the \$50,000.00, US Department of Justice Grant which would go to the Police Department and stated that we had received to date \$9,693.00 and would close out in October 2017.

Finance Director Gallegos reported that the City could lose \$657,000.00 in the Department of Transportation, Municipal Airport -\$500,000.00 grant, Transportation Department- \$152,000.00, Public Housing -\$1,230,000.00. Finance Director Gallegos added that our senior center programs would lose close to \$300,000.00 and also would affect highway grants in the amount of \$151,000.00 and another \$230,000.00 as well.

Finance Director Gallegos stated that it had nothing to do with the Police Department but had everything to do with the City of Las Vegas, and it was detrimental to the City. She stated that Mayor Gurulé-Girón and City Manager Trujillo were in agreement to meet the needs of public safety to include the Fire Department with Fire Chief Montoya doing away with some FTE positions as was the Police Department.

Councilor Howell advised that he and Councilor Casey had disapproved the budget last week and was asked to come in and discuss the budget issue on Thursday and met City Clerk Fresquez, Finance Director Gallegos, City Manager Trujillo and City Attorney Laszlo-Henry and stated that he requested at least two officers from the three that were vacant, to be funded and as discussion went on to possibly fund one officer by transferring one vehicle. Councilor Howell stated that he could not commit until Councilor Casey would have the opportunity to review, until it would be brought to Council and advised that Councilor Casey arrived about an hour later to review and decided that it would have to be brought to Council. Councilor Howell informed that he spoke with many constituents who felt it was not fair to take funding from the vehicle to fill one officer vacancy and stated that Councilor Casey had notified D.F.A. and was informed that the City had enough in General Fund to transfer to the Police Department. Councilor Howell advised that he had reviewed the Police Department's budget and understood that three vacancies had not been funded and the discussion beforehand was to possibly fund two officers. Councilor Howell stated that the Police Department was told in May that they would be able to get two officers and two vehicles and understood they had documentation stating that commitment. He felt the meeting regarding the issues were in good faith and advised that he reviewed the General Fund vacancies and they added to \$194,000.00. Councilor Howell informed that he was told that other departments would take exceptions to taking those dollars and giving it to the Police Department and stated that in his opinion the General Fund vacancies with attached dollars were non-essential.

City Manager Trujillo informed that the positions in other departments discussed, were positions that were going to be held off on due to the budget situation however he felt that at the time of discussion, it was wrong to take away positions from Public Works and other departments.

Councilor Howell stated that if they were not essential, they could transfer to the Police Department and mentioned the D.F.A. letter regarding the hiring freeze for non-essential positions and stated that three vacancies in the Police Department had zero dollars attached to them.

City Manager Trujillo informed that the Police Department had four vacancies that had not been budgeted which had been there for two years.

Councilor Howell advised that he had heard that was false and that this was the opportunity to delve into what is right and what is wrong in the Police Department and also in this administration. Councilor Howell stated that non-essential positions were created which were the Public Information Officer and the Media Specialist positions. Councilor Howell asked, "Can we table the budget, bring back today, fund the three vacancies with the transfer to Police Department and submit by today."

Finance Director Gallegos stated "those vacancies would have to come from the General Fund and we could come back with the amendment to fill the positions to approve today, and see where we can find the vacancy total."

Discussion took place on the timing of the process of funding the transfers.

Mayor Gurulé-Girón suggested to Finance Director Gallegos to discuss the reoccurring expense.

Finance Director Gallegos informed that it was an annual reoccurring expense as opposed to vehicles, which were a onetime expenditure and informed that the General Fund total would not change due to it coming from a different department.

Councilor Howell stated that besides the Police Department being a priority, there was another priority which was the focus of revenue generating throughout the year and mentioned that Lodger's Tax tourism dollars would aid in that.

Mayor Gurulé-Girón advised that the City and the Lodger's Tax Committee had been working on proposing a one percent increase on Lodgers Tax that will generate approximately \$40,000 in addition and stated they had been working with Wid Slick as well.

Councilor Howell asked if he would make a motion to table this proposal, would we be able to get it transferred to Police Department and still submit the budget on time, today.

Finance Director Gallegos advised that they would certainly try to transfer funds and submit the budget on time.

Councilor Casey wanted to explain the chain of events that had occurred stating that the day after the meeting she had discussion with Rick Lopez, Director of the Local Government Division regarding the budget not being approved and stated that Mr. Lopez stated that they were vaguely informed as to why the budget had not been approved and she advised him it was due to Public Safety concerns. Mr. Lopez asked about the support from Councilors and the community in providing more funding for the Police Department and she informed him that three out of four Councilors supported it however there was only one member of the community present at the time of the budget hearing. Councilor Casey advised there was discussion regarding the lack of advertisement of the Budget Hearing and was advised by Mr. Lopez that no expense should be spared when it came time to publish meetings in the newspaper.

Councilor Casey stated that she questioned Mr. Lopez regarding the consequences the City would face if the budget would not be finalized, Mr. Lopez replied that the City would run normally due to turning in the required preliminary budget and that the worst thing would be an audit finding and the City would be okay as long as the final budget was turned in three months of when it was due.

Councilor Casey advised that she understood the concern of losing Federal and State grants although advised that there was time and read a memorandum sent to her by Mr. Ludi from D.F.A. regarding the implementing of an immediate freeze on all current vacant employee positions, excluding health and public safety service positions as well as increases to employee salaries and excluding union contractual obligations. Councilor Casey stated that everything the Police Department negotiated through collective bargaining was okay and mentioned to Mr. Lopez that three non-essential contracts had been funded by General Fund after memo had been sent out from DFA.

Councilor Casey stated that on Friday she had received a text at 10:30 a.m. from Councilor Howell notifying her that he had been called by City Attorney Laszlo-Henry to meet with her, City Manager Trujillo and Finance Director Gallegos and asked if she could come and she replied no and he texted back saying there was a resolution proposed that would say that we would vote for the budget as it was

and that at a later date they would fund the positions that were necessary at the Police Department and she stated that she did not agree to that.

Councilor Casey informed that Councilor Howell asked her to come to City Hall and tell them herself and she agreed although could not be there until 12:30 p.m. and when they both arrived they were given a new S-1 form that showed personnel and it funded one additional Police Officer and we were told that the money that was used to fund that officer which was \$ 90,000.00 that had been budgeted previously for police vehicles, had been moved to hire one officer with the salary of \$37,892.00 and with benefits would total to \$56,890.00.

Councilor Casey asked what had happened to other money and was advised by Finance Director Gallegos that it was needed for Police equipment.

Councilor Casey stated that one of her concerns was that it was inappropriate for one Councilor to be called in to meet three people from Administration to negotiate the budget for the Police Department without calling in the Chief of Police, also stating that it was inappropriate to have called her in, after the fact and added that even more inappropriate was when looking at the budget summary page; showing that they had met at 12:30 p.m. and stated that the last budget update was on Friday at 11:31 a.m.

Casey stated "that in her personal opinion it was already thought of and done way before her and Councilor Howell got there at 11:30 a.m.". Councilor Casey advised that several things distressed her, which included the Police Department being left out and being one sided, not filling vacancies that have been needed for years, the way the budget was presented to the public, and the need for more advertising of meetings. Councilor Casey requested that budgets be worked on in a timely manner and to be more careful of deadlines, making decisions that involve all Councilors and hoped it would not happen again. She stated that if budget would be tabled that everyone needs to know of the changes that would be made on budget and thanked everyone that came to support the Police Department and felt that they did a commendable job under very difficult circumstances and needed everyone's support. Councilor Casey stated that the budget presented to them last week had a \$224,000.00 plus cut to the Police Department and felt that people should be present at meetings in order to be knowledgeable of the budget.

Mayor Gurulé-Girón asked Councilor Casey to point out the \$224,000.00 that was cut from the Police Department.

Councilor Casey stated that she did not have the document with her and stated that she should have brought it but brought the wrong notebook.

Mayor Gurulé- Girón asked Finance Director Gallegos when the budget process began.

Finance Director Gallegos advised that the budget process began March 15, 2017 with all Department Directors collaborating, gathering requests from different departments and putting numbers together. Finance Director Gallegos informed that one particular department had requested a considerable increase and stated that it could not be implemented due to it being a flat GRT, she recommended Council to visit in order to see how the City could generate additional funding.

Mayor Gurulé-Girón asked if Finance Department had met individually with directors.

Finance Director Gallegos advised they met with them individually in March and informed it was a three day event at Public Works Department.

Mayor asked if they continued to meet with them after the month of March.

Finance Director Gallegos advised they continued to meet with them on a monthly bases and informed that City Manager Trujillo requested flat budgets this year from the Directors due to no increase in the GRT.

Mayor Gurulé-Girón asked if Chief of Police Montano was involved in the preparation of the budget, during the meetings.

Finance Director Gallegos advised that Chief of Police Montano was present and involved in the budget preparation.

Mayor Gurulé-Girón asked if that also included the raise to Chief of Police Montano, if it was included in the budget and if all measures of the Police Department were reviewed.

Finance Director Gallegos stated that all measures of the Police Department were reviewed and added that two vehicles were requested.

Mayor Gurulé-Girón asked how many vehicles had been given to the Police Department by this Administration.

Finance Director Gallegos advised that the appropriation from the Legislature was \$108,000.00 and stated that the rest was made up from General Fund in the amount of \$120,000.00 for eight vehicles.

Mayor Gurulé-Girón asked how many FTEs were fully funded that had not been filled.

Finance Director Gallegos informed that there were five fully funded vacancies although were not filled.

Mayor Gurulé-Girón asked why the vacancies had not yet been filled.

Finance Director Gallegos stated that she did not know why the vacancies had not been filled and agreed that it was essentially up to the Director to recommend filling vacancies and would then be taken to the City Manager.

Mayor Gurulé-Girón asked if there were two more positions in addition to the five and asked "is that what we are discussing today?"

Finance Director Gallegos advised that there were four more positions when they had met with them and added that Officer Jenkins stated that they would rather give up the vehicles in order to have the FTE.

Mayor Gurulé-Girón stated that she had heard that statement from Council as well.

City Attorney Corinna Laszlo-Henry took the opportunity to address the comments that were called improper and stated that the budget meeting did comply with our resolution and our ordinance of the Open Meetings Act. City Attorney Laszlo-Henry informed they did comply with state law and added that as Legislators, Council could determine some other kind of notice that was preferable for that process. City Attorney Laszlo-Henry clarified that they were in compliance with law regarding the May 17th Regular meeting which was on the agenda. City Attorney Laszlo-Henry also mentioned that a statute was sighted in public comment and advised that it was true that the Local Government Division of the Department of Finance had the power and the duty in relation to Local Public Bodies to hold Public Hearings and added that that was the section of the New Mexico statute annotated.

City Attorney Laszlo-Henry advised that it was said that it was improper for staff to call two as she recalled, not three members of the Governing Body, who voted to disapprove the budget at the last meeting. City Attorney Laszlo-Henry reminded that there was no tabling or time at which this matter was going to be taken up again and stated "so in terms of staff calling to see what we could do to present you with the budget that would be passable, in that case, is what reaching consensus and compromise is often about."

Mayor Gurulé-Girón stated "actually it was based on the request of the Council."

City Attorney Laszlo-Henry advised there was nothing improper regarding calling staff and that whether tabling would be appropriate in this case as inquired, something could be worked out or whether it was a viable option to consider. City Attorney Laszlo-Henry stated that the Open Meeting Act would require, if the budget and the resolution that were before them today were going to be amended, the public could participate in the entire process and that it should be discussed in an open meeting. City Attorney Laszlo-Henry advised that if there was a directive to staff, and were there until midnight to try and get it done, that it should not be in the form of tabling and reconvening and stated that if there would be an up/down vote on an amendment then staff could work in the context of that.

Brief discussion took place regarding the actual cutoff time to submit the approved budget.

City Attorney Laszlo-Henry stated that the question was whether if it was physically doable and added that as their staff, they were there to do whatever Council wanted them to do and stated that the other question was the will of the Governing Body and thought that was something that should happen after discussion, by motion.

City Attorney Laszlo-Henry took the opportunity to address concerns regarding the Housing Department and H.U.D. and informed that the City had an Annual Contributions Contract with H.U.D. recently approved at a Housing Commission Meeting and sighted; Section 11 Operating Budget requires the Housing Authority shall prepare and its Board of Commissioners shall approve the Operating Budget for its fiscal year. City Attorney informed it created the operating subsidy that was calculated by H.U.D. and was part of the Housing Authority's ongoing expenditures and was calculated based on the approved budget. City Attorney Laszlo-Henry advised that Section D explicitly stated "the Housing Authority shall not incur any operating expenditures, except pursuant to that approved operating budget" and informed the proposed budget amount was about \$600,000.00.

Mayor Gurulé-Girón stated that she believed the amount of the Housing Department proposed budget was 1 million dollars.

Finance Director Gallegos advised that the Capital Funds were included in the 1 million dollars.

City Attorney Laszlo-Henry informed that the operating subsidy eligibility was entirely based on what the City of Las Vegas also commits and what the total budget is and stated that the payment schedule was also set in relation to that and that all of that, under Federal Regulations did have to take place within 45 days and informed that they were already behind. City Attorney Laszlo-Henry reminded of the D.F.A. deadline for Local Government approval and praised the guidance they had given and that expending funds greatly concerned her and stated we had to tread really lightly with our relationship with H.U.D. which was another reason in coming to an agreement.

Councilor Howell stated that we all want a "win win" situation and asked if they could get the commitment that was made in May of receiving two vehicles and

two officers into the budget and asked if the dollars could get transferred to the Police Department and also to get the budget approved with this stipulation.

Finance Director Gallegos asked City Manager Trujillo to address Councilor Howell's question regarding the budget transfer.

City Manager Trujillo stated that the budget would have to be looked at and justified as to where they would find the money.

Councilor Howell stated that there was \$194,000.00 in the General Fund that was vacant.

Finance Director Gallegos explained that they would need to look at the budget, locate the dollars and identify those dollars and those resources.

City Manager Trujillo stated that if we were going to take dollars from another department they would like the opportunity to discuss with that director on how it would impact their department.

Councilor Casey stated that at the time the preliminary budget was discussed, they stated that they would like to see more money placed in to the Police Department Budget to cover those officers that had not been budgeted. Councilor Casey stated that City Manager Trujillo advised that he would look at the budget in May, she asked how much more time was needed, they had been waiting and stated nothing had happened yet. Councilor Casey stated that they were here at the 11th hour trying to get this done, that they had expressed their concerns back in May and advised that this needed to get settled as soon as possible in order to be in compliance.

City Attorney Laszlo-Henry asked City Clerk Fresquez if there was a vote on any directive from Council on May 17^{th,} regarding the budget.

City Clerk Fresquez advised City Attorney Laszlo-Henry that there was no vote by Council at the Budget Hearing.

City Attorney Laszlo-Henry suggested that if there was an actual commitment to discuss something in which there was a consensus, she advised to propose an

amendment, and propose a line to move an FTE into the Police Department. City Attorney Laszlo-Henry stated " if that's what you wish to see happen, make that amendment, see what the will of the Governing Body is, if they vote, staff will be here until midnight to get it done and stated to Councilor Casey that it was their job."

Councilor Casey advised that she felt it was not the Council's job to look for FTEs and money in the General Fund, and stated that it is the Finance Director's job and her staff to do that.

City Attorney Laszlo-Henry advised that it was the Governing Body's job to direct staff, what their will is.

Councilor Casey stated that they had done that before although didn't take a vote on it but they agreed and had consensus at that time.

City Manager Trujillo stated for the record that they were asked to look in to it.

Discussion took place regarding the consensus from Council at the time of the May 17th meeting.

Mayor Gurulé-Girón called order to the meeting due to Alex Aragon speaking out of order.

Councilor Howell asked for clarification regarding the Council's options in giving direction to staff to transfer to the Police Department from the vacancies in the General Fund.

Mayor Gurulé-Girón stated that if that was the case, in all fairness, they would need to notify the Department Managers in whom the transfers would affect.

City Attorney Laszlo-Henry explained that it was a motion that needed to be made rather than tabling it which would be a violation of the Open Meetings Act.

Lengthy discussion took place regarding the options on the proposed budget which included disapproval, approval and tabling process.

Mayor Gurulé-Girón explained to Councilor Howell that they can make an amendment to the budget now and approve it with that amendment and a directive to the administrative authorities (City Manager and Finance Director) and asked City Attorney Laszlo-Henry to define the word "consensus".

City Attorney Laszlo-Henry defined the word "consensus" as being the majority of the Governing Body would be voting on the motion whether that being to approve or approval with amendments.

City Attorney Laszlo-Henry advised that consensus was not required for most actions before this body and stated that approval of ordinances or resolutions requires the majority of the Governing Body and that the passage of resolutions with amendments would require the majority of the Governing Body. City Attorney Laszlo-Henry stated that she had reviewed the May 17th minutes and did not see a vote or a directive in the minutes.

Councilor Casey stated that she would not support to prepare an amendment for the proposed budget and felt it was inappropriate for Council to identify where the money was coming from.

Discussion took place between Mayor Gurulé-Girón and Councilor Casey regarding the non-essential vacant positions.

City Manager Trujillo requested a five minute recess.

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

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

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

Councilor Howell made a motion to reconvene into Regular session. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Howell stated that to meet the commitment that was mentioned to the Police Department about the two officers and the two vehicles back in May, Councilor Howell needed to approve the budget with an amendment that will state that we need to fund two officers and two vehicles from the Utilities-General Fund 101-5400-700-7307.

Mayor Gurulé-Girón stated that before voting on the recommendation, asked if the recommendation came from Councilor Howell's review of the budget or had it come from Finance Director Gallegos' recommendation.

Councilor Howell advised that he looked at the budget and made the recommendation.

City Manager Trujillo wanted to clarify that Utilities was not from the Enterprise Fund and stated that it was the money that the City used to pay lights and water.

Finance Director Gallegos advised that it would affect our utilities and stated they would have to come back to Mayor and Council to replenish those funds at some point.

Mayor Gurulé-Girón asked Finance Director Gallegos what this fund covered.

Finance Director Gallegos informed that it covered all the General Fund buildings which were the majority of the buildings with the exception of Utilities Department (Enterprise Fund). She informed that Enterprise paid for its own and we pay 75% of water, gas, waste water and solid waste. Finance Director Gallegos stated that they would have to come back to Council with an amendment to the utility line item to replenish the fund.

Mayor Gurulé-Girón asked where that replenishing would come from.

Finance Director Gallegos stated that was the million dollar question.

Councilor Howell stated that was why we needed to work with Lodger's Tax, Non-Profits and Cisneros Design to get revenue generated.

Mayor Gurulé-Girón asked if it was possible to move money from the Lodger's Tax to the General Fund.

City Manager Trujillo advised that money could not be moved from the Lodger's Tax to the General Fund.

Councilor Howell made a motion to approve Resolution #17-29 to adopt the Final FY 2017-2018 Budget for submission to DFA Local Government Division with an amendment of funding two officers and two vehicles from the Utilities General Fund account: 101-5400-700-7307. Councilor Casey seconded the motion.

Resolution #17-29 was presented as follows:

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 17-29
2017-2018 FINAL BUDGET ADOPTION

WHEREAS, the Governing Body in and for the Municipality of the City of Las Vegas, State of New Mexico has developed a Final Budget for fiscal year 2017-2018, and

WHEREAS, said budget was developed on the basis of need and through cooperation with all department users, department supervisors, City Administration and elected officials, and

WHEREAS, the official meeting for the review of said documents was posted publicly on July 28, 2017 in compliance with the State Open Meetings Act, and

WHEREAS, it is the majority opinion of this governing body that the Final Budget meets the requirements as currently determined for fiscal year 2017-2018.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby adopts the budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

RESOLVED: In session this 31st day of July , 2017.

MUNICIPAL GOVERNING BODY LAS VEGAS, NEW MEXICO

TONITA GURULE-GIRON, MAYOR

ATTEST:	
CASANDRA FRESQUEZ, CITY CLERK	(SEAL)
APPROVED FOR LEGAL SUFFICIENCY:	

CORINNA LASZLO-HENRY, CITY ATTORNEY

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 that the motion carried.

Mayor Gurulé-Girón advised that when going through the Public Input process, she felt that they were very gracious about listening to everyone and added that they appreciate public input although when it came time for Administration (City Manager, Directors, Legal Counsel and Council) to speak, she asked that there would be no interruptions, specifically from employees.

Deputy Chief Ken Jenkins apologized for speaking out of order during the meeting.

Mayor Gurulé-Girón thanked Deputy Chief Jenkins and advised that we should be respectful to each other because we have to work together and that it was not an easy job. Mayor Gurulé-Girón stated that everyone is going through this difficult time, regarding the budget and they were doing all they could to meet the needs of the community and thanked everyone again for their input which they welcomed.

EXECUTIVE SESSION

City Manager	Trujillo advised	that there v	was no need	for Executive	Session at th	nis
time.						

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Howell and Councilor Romero seconded the motion. 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-rea	ad the motio	n and advised that the mot	ion carried.
Mayor Tonita Gurulé-Giro	ón	-	
ATTEST:			
Casandra Fresquez, City (Clerk	-	

MINUTES OF CITY OF LAS VEGAS CITY COUNCIL WORK SESSION HELD ON WEDNESDAY, AUGUST 9, 2017 IN THE CITY COUNCIL CHAMBERS

MAYOR:

Tonita Gurulé-Girón

COUNCILORS:

Barbara A. Casey

David L. Romero David A. Ulibarri, Jr. Vincent Howell

ALSO PRESENT:

Richard Trujillo, City Manager

Casandra Fresquez, City Clerk

Corinna Laszlo-Henry, City Attorney Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr. asked for a moment of silence to give thanks for the safety of Las Vegas and the surrounding areas at the time of the terrible hailstorm that recently occurred.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as is. Councilor Howell 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.

PUBLIC INPUT

City Manager Trujillo advised that no one signed up for Public Input.

DISCUSSION ITEMS

1. Award request for proposals #2018-2 for engineering services for dams and reservoirs to AECOM and enter into agreement.

Utilities Director Maria Gilvarry advised that the City of Las Vegas Utilities department went out for sealed proposals for engineering services for dams and reservoirs. The Bradner and Peterson Reservoirs along with the diversion dam must be maintained to ensure water supply for the City of Las Vegas. This RFP will allow for engineering services to ensure maintenance to the dams and reservoirs as needed. Utilities Director Gilvarry informed that the project was currently under way although had to be put on hold due to the engineer's contract expiring on June 30th and advised there were three proposals, with two qualifying and with AECOM ranking higher.

Councilor Casey asked for clarification regarding URS and AECOM companies.

Utilities Director Gilvarry explained that URS was bought by AECOM and was the parent company.

Councilor Casey had concerns regarding the compensation of the engineering services and asked where funding would come from for dams and reservoirs.

Utilities Director Gilvarry informed that the engineer would not be compensated unless work was done and that Legislative appropriations were the funding source for both engineering services and construction. Utilities Director Gilvarry advised that they had already encumbered for engineering services out of the tobacco funds in which the engineering service for construction was about 1.5 million which had already been reviewed and approved by the State Engineer in the prior

contract. Utilities Director Gilvarry advised they had received pre-qualifications from three contractors who were qualified to bid on this project, with all three giving schedules which were well within the project time frame.

Councilor Howell had questions on the evaluation sheet regarding passed record, performance and familiarity of the proposer.

Utilities Director Gilvarry explained that passed record and performance pertained to the projects that were provided by the engineer in their proposal and added that they look at performance and history to determine their record of performance. Utilities Director Gilvarry advised that AECOM had worked with the City before and were familiar with the current projects being worked on.

Councilor Ulibarri, Jr. asked who took part in the bid evaluations.

Utilities Director Gilvarry advised that normally she was part of the evaluations along with Utilities Project Manager, Water Treatment Manager and Water Distribution Manager although stated that she was not able to be part of this evaluation.

Councilor Howell asked when they would begin construction on the project.

Utilities Director Gilvarry advised that they would put out the bid in September or October and had already put out a pre-qualification bid (RFQ) to qualify contractors who have done similar work and had three contractors who qualified.

Utilities Director Gilvarry advised that she would get back to Council with all three names of the qualified contractors.

Mayor Gurulé-Girón asked if the qualifying contractors were local.

Utilities Director Gilvarry informed that one was from Colorado and two were from Albuquerque, New Mexico.

Mayor Gurulé-Girón asked Utilities Director Gilvarry if they used the State Statute on responsive bidding and stated that as long as they were responsive bidders, they had to be treated fairly.

Utilities Director Gilvarry stated that they were treated fairly and they were treated based on what they submitted in their packages which were reviewed, ranked and rated.

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

EXECUTIVE SESSION

Councilor Howell made a motion to go in to Executive Session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and also 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. 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 that the motion carried.

Councilor Howell made a motion to reconvene in to Regular Session and advised that no votes were taken and only discussion took place regarding personnel matters and pending litigation. Councilor Casey and 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	Vincent Howell	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

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

Councilor Howell asked City Manager Trujillo what his plan of action was to the community members concerns regarding the recent weather conditions.

Mayor Gurulé-Girón asked City Manager Trujillo to reference the Office of Emergency Management Plan (OEM) which was consistent with what the City has done to adopt their own plan.

City Manager Trujillo advised that he had been in collaboration with Leo Maestas from OEM working on the State of Emergency policies and procedures and also working on improving communication with OEM. City Manager Trujillo advised that they wanted to establish a "one-call" area where anyone could call to report flooding.

City Manager Trujillo reported that he had met with the County Manager Martinez and County Public Works Director Madrid to put together a plan on how the areas of flooding would be addressed. City Manager Trujillo advised that County Manager Martinez approved a semi-load of sandbags to be delivered to the City of Las Vegas Public Works Department and stated that over 650 sandbags had been given out to the community assessing the areas when more than 20 bags were requested and added that he would be making Public Service Announcements regarding the availability of the sand bags.

City Manager Trujillo informed that there were City crews working on clearing main drainages off of 8th Street, Cinder Road and other areas in town.

Discussion took place of areas in the City that are being affected from flooding.

City Manager Trujillo took the opportunity to inform Council that Carlos Crespin of Crespin Paving donated the sand used to fill the sandbags and wanted to thank him and would be sending him a letter to show our appreciation.

Brief discussion took place in regards to Code Enforcement addressing issues of hazardous vacant homes on 410 Diego and Palo Verde Street.

Mayor Gurulé-Girón asked how many departments were involved in preparing sand bags and asked City Manager Trujillo to follow up with Fire Chief Montoya regarding the discussion they had in relation to the emergency alarm.

City Manager Trujillo advised that there were about four departments involved and stated that the County helped as well.

Mayor Gurulé-Girón informed Council that there was a questionnaire being sent out by RPC Consulting and was optional and stated if there were any questions, to call City Manager Trujillo or Finance Director Gallegos.

Councilor Howell asked where would the community pick up sandbags.

City Manager Trujillo advised they could pick up sandbags at the Public Works Department or in some cases they would be delivered by staff in order to assess the situation and the contact person would be Rebecca Martinez.

ADJOURN

Casandra Fresquez, City Clerk

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:

Yes	David L. Romero	Yes	
Yes	Vincent Howell	Yes	
motion	and advised that the m	notion carrie	d.
	Yes	Yes Vincent Howell	

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON MONDAY, AUGUST 14, 2017 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:

Tonita Gurulé-Girón

COUNCILORS:

David L. Romero Vincent Howell

David A. Ulibarri, Jr. - Absent

Barbara A. Casey

ALSO PRESENT:

Richard Trujillo, City Manager

Casandra Fresquez, City Clerk

Corinna Laszlo-Henry, City Attorney Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell asked everyone to think of all the terrible things that were happening in the world and to look at ourselves and get that meanness out of us, to love and respect each other and stated that those thoughts need to be in our hearts.

APPROVAL OF AGENDA

Councilor Howell made a motion to approve the agenda as is. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for July 12th and July 19th, 2017. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón advised there were no appointments or reports at this time.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Gurulé-Girón advised there were no recognitions or proclamations at this time.

PUBLIC INPUT

Rosalie Lopez stated that she was extremely disappointed in the opposition of the Refugee Resolution and that it seemed to point to things that were not in the resolution. Ms. Lopez clarified that the plan was not to have refugees in the City of Las Vegas although was about the support for resettlement of the most vulnerable refugees in New Mexico along with other communities in the state and felt it was very important. Ms. Lopez stated they realized that our community was not qualified to bring in refugees due to our community's needs and were only trying to be supportive of those who had resources for refugees. Ms. Lopez advised that many people were opposed to the resolution for the wrong reasons

and hoped it would come before Council again and asked to reconsider the resolution.

Wid Slick spoke on behalf of MainStreet, and reported that they had secured a \$46,000.00 grant from the New Mexico Department of Tourism and stated that this money matched with the City of Las Vegas Lodger's Tax would support four billboards along I-25:

- South of Raton, N.M.
- South Wagon Mound, N.M.
- Lighted Billboard in Albuquerque, N.M., North and Alameda
- Lighted Billboard at Budaghers, N.M.

Mr. Slick informed that this meant everyone driving from Albuquerque to the Colorado border would know that New Mexico had its own Las Vegas which is beautiful and historic and added that this tourism funded marketing also included advertising and publications with readership of 1.7 million in print and online.

Mr. Slick reported that MainStreet was working on two additional proposals for even more marketing money to leverage what was available through Lodger's Tax. He informed that they secured a \$10,000.00 grant from PNM to prepare construction-ready documents for infrastructure projects. Mr. Slick stated that projects would be ready for consideration if Council would pass the recommendation of Lodger's tax Advisory Tax Board to raise the Lodger's Tax rate from 4 to 5 percent and dedicate the additional one percent for infrastructure projects.

Mr. Slick informed that MainStreet and the City had selected a consultant and the update of the Downtown Action Plan was underway and would help identify projects that the City would want to fund using the one percent increase.

Mr. Slick reported that MainStreet submitted a proposal to finish the construction of the first floor at the E. Romero Fire Building as a fire and water museum, using Lodger's Tax to prepare displays and informed that at this point the MainStreet and City of Las Vegas project was one of only 25 finalists nationwide. Mr. Slick stated that MainStreet was making great progress in its partnership with the City and in leveraging Lodger's Tax with other money in just the first quarter of the fiscal year.

Karyl Lyne briefly spoke of her dismay with the action of the Council regarding the refugee resolution and that it was not about refugees coming to the City. Ms. Lyne felt that the vote reflected was a misrepresentation of the people of Las Vegas and could say that, due to being a chairperson for Las Vegas Crop Hunger Walk for 10 years and knew up close and personal how generous, open, warm and kind the people of the City are. Ms. Lyne stated that Council's vote regarding a gesture to help people in need, would deny that generosity and felt that unfounded fear got in the way of doing the right thing. Ms. Lyne informed that refugees wanted to work, to be productive, needed to be supported by likeminded people and places that would support them. Ms. Lyne stated that we should address ourselves to the reality of an enormous humanitarian crisis, find a way that we can love one another as Councilor Howell had stated and to help in some small way with this crisis.

Yolanda Cruz informed that she had been there before to discuss issues of the curb being painted yellow along the front of her parents' home at 644 Rio Arriba. Ms. Cruz stated that she had tried working with City Manager Trujillo since July 29^{th} up to today regarding this issue. Ms. Cruz informed that she had been ignored, lied to and treated very rudely and that she had been advised by City staff of many reasons of why it was painted in which she felt were not true and felt that their vehicles did not interfere with visibility issues or blocking of drains. Ms. Cruz felt that she was treated rudely by City staff regarding her father's disability and health issues and offered to show a picture of the painted curbing at her parents' residence.

Mayor Gurulé-Girón recommended that Ms. Cruz give the picture to City Clerk Fresquez so that she may present it to Council after the meeting.

Sonya Berg informed that she did not live in the City although spent a lot of time in Las Vegas and was speaking in regards to the refugee resolution. She stated that she understood that Council was fully behind the resolution and flummoxed as to the reason that support changed to denial. Ms. Berg spoke of how refugees were in desperate need of leaving their dangerous countries, finding safer and better places for their families and stated there had been no evidence of them committing violent crimes. Ms. Berg advised they just wanted to support people in that situation and would be interested to hear from anyone on why they had changed their mind.

Katherine Duke gave a detailed presentation to the Governing Body regarding her property she recently put on the market which was located outside city limits on I-25.

Mayor Gurulé-Girón stated for the record, that she did not vote on the resettlement resolution, she advised that there had been an error in reporting and believed there was redaction. Mayor Gurulé-Girón advised that the only time she voted was to break a tie and informed that there had been no tie.

CITY MANAGER'S REPORT

City Manager Trujillo reported that City staff along with Wid Slick and Cindy Collins had been working with New Mexico True, with staff putting up most of the in-kind and he was looking forward to what would come with magazine ads and billboards in regards of promoting tourism.

City Manager Trujillo advised that flooding issues throughout the City were being addressed in joint projects with the County regarding drainage in order to prevent flooding and informed that sand bags were still available at the Public Works Department. City Manager Trujillo reported that bigger equipment was being used on Cinder Road to open up drainage and the areas that were being affected had drainage systems that could not support the rainstorms that had occurred and would continue monitoring those areas.

City Manager Trujillo advised that they were getting the parks ready for the fall and winter seasons, he reported that the Senior Citizens Center had received their new vehicles obtained through ICIP funding and informed they would start preparing for repairs on their parking lot drainage.

City Manager Trujillo reported that City staff was working on revisions to ordinances in their perspective departments and added that Safety Officer Robert Duran was working closely with HUB Insurance on updating the City's Safety Manual which would be brought to Council for approval. City Manager Trujillo explained that the manual would include a section on how to handle and dispose of syringes that had been found in parks and stated that they had received mountable disposable containers which would be placed in the parks, Public

Works and Utilities Departments. He advised that they would continue to address the issues regarding the syringes.

City Manager Trujillo informed that he had met with Las Vegas City Schools Superintendent Cal Cooper, touring Legion Park Elementary School and spoke of some of the possibilities of utilizing the building which also included Memorial Middle School for non-profit organizations (Samaritan House/Domestic Violence) and stated that he wanted to find ways of helping the schools in order to avoid demolition of these buildings.

City Manager Trujillo stated that they were waiting on the budget approval from the Department of Finance and Administration to see what the parameters were in order to move forward and informed that the Police Department was preparing for interviews for four vacancies, he advised the department would have to wait to advertise for the two vacancies approved by Council until DFA approval and that three dispatch positions had been advertised as well. City Manager Trujillo informed that some employees with their CDL's were being transferred where they were needed to drive equipment.

Mayor Gurulé-Girón asked for an update on the alarm for the City of Las Vegas.

City Manager Trujillo advised that he was working with Fire Chief Billy Montoya regarding the warning alarm and thought that the E. Romero Fire Station would be an ideal location for the alarm although they were looking into other areas and costs and felt it was of great concern, being that we recently experienced a tornado warning.

Mayor Gurulé-Girón asked for the status on lighting around the parks and exits coming into town.

City Manager Trujillo advised that the Streets Department had applied for a grant from PNM regarding LED lighting for Bridge Street and around the park and reported that the lights on North and South off ramps were up and running.

Brief discussion took place regarding the use of the Vactor truck for clearing drains.

FINANCE REPORT

Finance Director Gallegos reported the Finance Report for the month ending July 31, 2017 informing that we should be at eight percent of our budget as far as our expenditures and revenues. She reported that both revenue and expenditures were at seven percent with revenues at \$810,000.00 and expenditures at \$820,000.00, with continued monitoring and advised that once the approved budget was received, would be brought to Council.

Finance Director Gallegos reported seven percent for both Recreation Department revenue and expenditures and added that issues would be worked on with Community Services Director Pam Marrujo regarding open swim revenues.

Finance Director Gallegos advised that Enterprise Fund revenues were at seven percent and expenditures at six percent with slight increases occurring next month due to insurances; to include liability and Workman's Compensation.

Councilor Howell had a concern regarding the leak in the roof at the Recreation Center.

City Manager Trujillo informed it was regarding the Gym area (Phase II), he advised that screws holding the pro-panel were lifting and separating from the roof and they were addressing the issue and obtaining quotes at this time.

CONSENT AGENDA

1. Approval to award request for proposals #2018-2 to AECOM and enter into agreement.

Councilor Casey read the consent agenda into the record and made the motion to approve the Consent Agenda. 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 L. Romero Yes Barbara A. Casey Yes David A. Ulibarri, Jr. Absent City Clerk Fresquez re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Approval/Disapproval to appoint Lorraine Ortiz as the Housing Director.

City Manager Richard 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.

City Manager Trujillo added that he was recommending appointing Mrs. Ortiz as Housing Director and felt she had a lot to offer the City in moving the Housing Department forward with background in Legal and organization. City Manager Trujillo advised that he felt that the Housing Department has a good staff and would support Mrs. Ortiz.

Councilor Casey made a motion to approve to appoint Lorraine Ortiz as the Housing Director. Councilor Howell seconded the motion. 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.	Absent

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

COUNCILORS' REPORTS

Councilor Romero had concerns regarding not receiving a response from City Manager Trujillo, when texting him on an ordinance regarding 644 Rio Arriba Street.

City Manager Trujillo advised that he would look into that although thought he had replied back informing that Code Enforcement Officer Levy Lujan was gathering information to put the file together and asked Mr. Lujan to hand deliver the information to Councilor Romero.

Code Enforcement Officer Lujan agreed to hand-deliver the information to Councilor Romero.

Councilor Casey advised that she had met with a constituent regarding semitrucks going through the area 919 7th Street, not using their Jake-Brakes which had been causing disturbance and informed that the constituent had documented the times of trucks passing through and informed that she began documenting since July 2016 to August 2, 2017, (Councilor Casey provided the documentation to City Manager Trujillo). Councilor Casey also reported that bricks were breaking off of homes in that area as well and added that another constituent who resides near the area of Tilden and Grand Avenue requested signage to keep large trucks off of 7th Street. Councilor Casey asked for the status of receiving signage from the Highway Department.

Councilor Casey informed that several West Las Vegas personnel addressed the issue to her regarding the Police Department not being allowed to continue coaching which they had been doing for many years and were very upset. Councilor Casey stated that they felt the Police Department coaches were a positive influence on the children and this issue would negatively affect the school district as well and asked why this was not acceptable now, after being so for so long.

Councilor Casey asked City Manager Trujillo if he was mandating this, and if so, she wanted to know why. Councilor Casey read the City's ordinance as follows: "The Chief of Police is the Executive Head and Department Director of the Police Department, the Police Chief is invested with the responsibility for the total administration and operation of the Police Department." Councilor Casey stated that to her it meant that the Police Department had a Director and that the ordinance did not specify that City Manager runs the Police Department.

City Manager Trujillo took the opportunity to read the City's personnel ordinance, Section 66-66 Outside Employment, Authorization: the employee may request authorization to pursue outside employment from their respective Department Director, employee's attendance record will be reviewed prior to granting such authorization, such request is subject to approval of the City Manager".

City Manager Trujillo stated that he had asked all Directors to submit information of anyone that has applied for outside employment and advised that he had received that information from Chief Montano a couple of days ago. City Manager Trujillo stated that he did have the authority to allow for outside employment and advised that based on the testimony on being short handed at the Police Department and the time away from work to coach felt that it was taking that time away from their jobs.

Casey stated that she understood that two officers who coached on a volunteer bases were not paid or considered employees of the district and felt that was another issue that needed to be addressed.

City Manager Trujillo informed that the only one approved to coach was Chief Montano by previous administration.

Councilor Casey asked why the officers were allowed to coach for ten years and nothing was ever said.

Mayor Gurulé-Girón advised it was a decision that the previous administration made and that during a Special meeting that Councilor Howell was not present for, discussion took place of concerns of not allowing Chief Montano to coach at that time although after thorough discussion the decision was publicly made to only allow Chief of Police to coach.

Councilor Casey stated that as a former superintendent for West Las Vegas was concerned due to the superintendent and staff not been informed until today.

Mayor Gurulé-Girón clarified that Chief Montano had already been informed.

Councilor Casey stated that she felt that school staff should have been notified sooner in order to make other arrangements and felt this was something that could be reconsidered. Councilor Casey advised that the Police Department does provide a service and hoped that working with the Police Department would take place to ensure that the people working as coaches were doing it on their own time and not during work and believed it would not only benefit the school district but the youth as well. She stated that it was important that they have Police Officers as positive role models.

City Manager Trujillo stated that discussion had taken place with Department Directors regarding who had the authorization of outside employment and added that discussion had also taken place last year with Chief Montano, when finding out about the coaches and was told by Chief Montano that "it was his prerogative". City Manager Trujillo advised that he felt that the testimonies made pertaining to being short staffed at the Police Department and the time being away at games and practices would be a great impact on Public Safety.

Mayor Gurulé-Girón stated that Public Safety should come first.

Councilor Casey requested from City Clerk Fresquez, the meeting minutes in which Council gave permission to Chief Montano to coach and to know the exact motion taken.

Councilor Howell added that Las Vegas had no clubs, organizations or mentors for our youth and had heard many comments of this town not doing anything for our youth. Councilor Howell stated that the City had police officers who were willing to mentor our kids, who look up to them as role models and felt the Police Department was passionate about helping our community and its youth and they provide a good mentorship as well. Councilor Howell felt that parents and teachers were thankful to the police officers for their mentorship. He advised that issues regarding time they are coaching should be discussed with Chief Montano and added that the City could not afford to lose this type of service for our children and was desperately needed.

Councilor Howell thanked City Manager Trujillo for all his help in issues regarding District II, providing sandbags and issues of hazards being addressed by Code Enforcement Officer Lujan on Diego Street. Councilor Howell stated that the City has the responsibility of responding to the community's concerns and felt the Vactor trucks were important to utilize to address many drainage issues. City Manager Trujillo informed that the New Mexico Department of Transportation contacted Public Works Department informing them of applying for millings that were available.

Councilor Casey requested that the City Manager Trujillo and Code Enforcement Officer Lujan work with Mrs. Cruz' parents to address the issues on Rio Arriba

Street as soon as possible and stated that the situation was causing her parents stress and felt that the City should not be creating stress to people who have enough with everyday living situations.

City Manager Trujillo agreed to address the issues on Rio Arriba as soon as possible.

Councilor Howell informed that November 11th was Veterans Day and that he wanted to hold an event of a Military Ball, representing all five services and stated that it would be held possibly at the Palms Ballroom. Councilor Howell added that the Military band would be marching from Grand Avenue along National Avenue, around the Plaza Park and ending at the Palms Ballroom. Councilor Howell encouraged anyone to help with the event, to contact him and hoped that it would eventually become an annual event.

City Manager Trujillo advised Councilor Howell to contact Event Planner Annette Velarde in order to place on the calendar and to possibly advertise the event as well.

EXECUTIVE SESSION

City Manager Trujillo advised there was no need for Executive Session at this time.

ADJOURN

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

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

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

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Mayor Tonita Gurulé-Girón
ATTEST:
Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/11/17

DEPT: Executive

MEETING DATE: 9/20/17

ITEM/TOPIC: Presentation by Abby Sanger and Robert Gonzalez who are seeking sponsorship to benefit "A Salute to the Troops Concert and Dance on Sunday, September 24, 2017".

ACTION REQUESTED OF COUNCIL: None

BACKGROUND/RATIONALE:

STAFF RECOMMENDATION:

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 GURULÉ-GIRÓN

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

RÍCHARD ŤRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD) CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Casandra Fresquez

From:

Desaree Ortiz [dortiz@ci.las-vegas.nm.us]

Sent:

Thursday, September 07, 2017 10:13 AM

To:

'Casandra Fresquez'; danielles@ci.las-vegas.nm.us; 'Anna Gonzales'

Cc:

jmoney@ci.las-vegas.nm.us; Richard Trujillo

Subject: Attachments: Sponsor Presentation for the Fifth Annual Salute to the Troops

Scanned from CLV City Hall.pdf

Good Morning,

Abby Sanger and Robert Gonzalez have requested to be placed on the Regular Council Meeting agenda scheduled for September 20th 2017 in regards to seeking sponsorship to benefit A Salute to the Troops Concert and Dance on Sunday September 24th 2017. Mayor Tonita Gurule- Giron has given approval for Abby and Robert to be placed on the Regular Council Meeting agenda scheduled for September 20th 2017 for 10 minutes on the agenda. If you have any questions in regards to this agenda request please contact me.

Thank you Desaree

Desaree E. Ortiz Administrative Aide City of Las Vegas Mayor and City Manager's Office 1700 N Grand Avenue 505.426.3257 lasvegasnm.gov

THRU AUGUST 31, 2017 16% OF YEAR LAPSED (02 of 12 months) **GENERAL FUND REVENUE COMPARISON FISCAL YEAR 2018**

FY 2018 TD - BUDG 215, 591, 129,	FY 2018 FY 2018 BUDGET YTD - BUDGET 1,291,000 215,167 3,550,000 591,667 775,000 129,167
	2,440,000
	360,000
	725,000
	(110,400)
	61,000
	75,716
	77,000
	1,736,569
	10,980,885

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

THRU AUGUST 31, 2017 16% OF YEAR LAPSED (02 of 12 months) GENERAL FUND EXPENDITURE COMPARISON

FISCAL YEAR 2018 Total Budget to Actual Comparison

BDGT

%

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	FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	FY 2018
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.
JUDICIAL	317,921	307,959	51,327	314,539	52,468	255,491
EXECUTIVE	483,117	397,969	66,328	391,291	63,716	334,253
ADMINISTRATION	250,724	272,858	45,476	239,718	35,051	237,807
CITY ATTORNEY	242,572	231,944	38,657	196,227	34,387	197,557
PERSONNEL/HR	301,188	278,960	46,493	281,386	45,079	233,881
FINANCE	628,990	452,393	75,399	556,994	65,386	387,007
COMMUNITY DEV.	561,189	533,845	88,974	405,762	63,598	470,247
POLICE	3,990,907	3,846,745	641,124	3,833,534	595,621	3,251,124
CODE ENFORCEMENT	182,250	136,113	22,686	141,476	21,014	115,099
ANIMAL SHELTER	137,635	135,490	22,582	115,943	22,146	113,344
FIRE	1,357,699	1,257,365	209,561	1,180,326	199,287	1,058,078
PUBLIC WORKS/AIRPORT	511,127	470,804	78,467	456,965	73,833	396,971
PARKS	338,273	289,422	48,237	254,430	44,072	245,350
AIRPORT	0	0	0	0	0	0
LIBRARY	239,494	205,217	34,203	195,861	30,411	174,806
MUSEUM	151,900	150,845	25,141	141,427	21,102	129,743
GENERAL SERVICES	2,358,253	2,358,248	393,041	2,355,812	445,353	1,912,895
SALARY CONTINGENCY	0	0	0	0	0	0
TRANSFERS	740,703	698,517	116,420	729,667	119,918	578,599
TOTAL	12,793,942	12,024,694	2,004,116	11,791,358	1,932,442	10,092,252

%0

THRU AUGUST 31, 2017 - 16% OF YEAR LAPSED 2 OF 12 MONTHS RECREATION DEPARTMENT-REVENUE COMPARISON **FISCAL YEAR 2018**

ш	FY 2018	JAL YTD - ACTUAL	34,264 17,182	3,321	1,320 0 0%	16,840 0 0%	19,092 2,207 1	18,408 4,782 6%	000 66,640 17%	7027
۵	FY 2017	YTD - ACTUAL	34,		1,	16,8	19,(18,	300,000	100 000
ပ	FY 2018	YTD - BUDGET	19,167	3,333	0	0	3,333	13,433	66,667	405 000
ω	FY 2018	BUDGET	115,000	20,000	0	0	20,000	80,600	400,000	625 600
∢	FY 2017	BUDGET	100,000	0	3,000	20,000	20,000	29,800	300,000	472 000

THRU AUGUST 31, 2017 - 16% OF YEAR LAPSED 2 OF 12 MONTHS RECREATION DEPARTMENT- EXPENDITURE COMPARISON FISCAL YEAR 2018

	∢	മ	ပ	۵	Ш	L.
	FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	FY 2018
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.
EMPLOYEE EXP.	443,266	531,401	88,567	389,973	86,360	445,041
YAFL	1,450	0	0	009	0	0
YABL	3,117	6,000	1,000	2,845	0	000'9
OTHER OPERATING EXP.	56,693	138,562	23,094	32,960	14,576	123,986
CAPITAL OUTLAY	009'9	8,000	1,333	1,847	3,312	4,688
TOTAL	511,126	683,963	113,994	428,225	104,248	579,715

BDGT

16% 0% 0% 11% 41%

(E/B)

THRU AUGUST 31, 2018- 16% YEAR LAPSED (2 of 12 months) **ENTERPRISE FUNDS-REVENUE COMPARISON FISCAL YEAR 2018**

	Total Bu	Total Budget to Actual Comparison	l Comparison			
	∢	В	ပ	۵	Ш	O
	EV 2047	EV 2040	V 2040) (250	(E/B)
	1107 11	PT 2010	FT 2010	FT 201/	FY 2018	%
	BUDGET	BUDGET	YTD - BUDGET	YTD - BUDGET YTD - ACTUAL YTD - ACTUAL	YTD - ACTUAL	BUDGET
WASTE WATER (610)	2,859,638	2,859,638	476,606	2,783,241	489,175	17%
NATURAL GAS (620)	5,237,000	5,237,000	872,833	5,211,845	376,441	42
SOLID WASTE (630)	3,404,700	3,404,700	567,450	3,518,794	597,011	18%
WATER (640)	4,743,050	4,743,050	790,508	4,825,859	951,565	20%
Total of Enterprise Funds	16,244,388	16,244,388 16,244,388	2,707,398	16,339,739	2,414,192	15%

THRU AUGUST 31, 2018- 16% YEAR LAPSED (2 of 12 months) **ENTERPRISE FUNDS-EXPENDITURES COMPARISON FISCAL YEAR 2018**

	Budget to A	ω	ပ	٥	ш	ட
	FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	FY 2017
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.
WASTE WATER(610)	2,663,075	2,541,860	423,643	2,382,172	526,944	2,014,916
NATURAL GAS (620)	6,178,945	5,938,026	989,671	4,974,033	518,234	5,419,792
SOLID WASTE (630)	3,330,517	4,088,165	681,361	2,791,805	602,124	3,486,041
WATER (640)	6,800,813	4,214,893	702,482	6,493,367	792,997	3,421,896
Total of Enterprise Funds	18,973,350	16,782,944	2,797,157	16,641,377	2,440,299	14,342,645

BUDGET

%

21%

15% 19% 15%

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CITY COUNCIL MEETING AGENDA REQUEST

DATE: 8/31/17

DEPT: Senior Center

MEETING DATE: 9/20/17

ITEM/TOPIC: Resolution #17-35

2019-2023 Infrastructure Capital Improvement Plan ("ICIP") for the City of Las Vegas

Senior Center.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to approve Resolution #17-35 2019-2023 Infrastructure Capital Improvement Plan ("ICIP") for the City of Las Vegas Senior Center.

BACKGROUND/RATIONALE: The Department of Finance Administration, 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: Approval of Resolution #17-35

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.

REVIEWED AND APPROVED BY:

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR

TER'S SIGNATURE

(PROCUREMENT)

CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY CITY ATTORNEY (ALL CONTRACTS MUST BE REVIEWED)

STATE OF NEW MEXICO CITY OF LAS VEGAS RESOLUTION NO. 17-35

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 2019-2023 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.

	DOPTED by the Governing Body, this	day of
September, 2017.	Signed:	
ATTEST:	Mayor Tonita Gurulé-Girón	
Casandra Fresquez, City Clerk		
APPROVED AS TO LEGAL SUFFICIE	ENCY ONLY:	

Corinna Laszlo-Henry, City Attorney

Infrastructure Capital Improvement Plan FY 2019-2023

Las Vegas Senior Center Project Summary

										Total	Amount	
5	Voca Bear	Dacing Tiels	in control	Funded	0100	000	1600	ננטנ	2013	Project	Not Yet	Phace?
2	T CH LAN	Tear Mank Froject Little	Calcholy (o naic	5107	70707	7707	7707	5707	2031	1	mascs.
33224	2019 001	33224 2019 001 Kitchen Equipment	Senior Facilities	0	72,000	20,000	0	0	20,000	112,000	112,000	Yes
33250	2019 002	33250 2019 002 Replace HVAC Units	Senior Facilities	0	75,000	0	0	0	0	75,000	75,000	Yes
31909	2020 001	31909 2020 001 South Side Senior Center Parking Lot Improvements	Senior Facilities	101,100	0	500,000	0	0	0	601,100	200,000	Yes
33249	2020 002	33249 2020 002 Las Vegas Senior Center Improvements	Senior Facilities	0	0	400,000	0	0	0	400,000	400,000	Yes
33251	2020 003	33251 2020 003 Furniture and Equipment Package	Senior Facilities	0	0	75,000	0	0	0	75,000	75,000	Yes
33256	2020 004	33256 2020 004 Senior Entertainment	Senior Facilities	0	0	26,000	0	13,000	0	39,000	39,000	Yes
33260	2023 001	33260 2023 001 New Vehicles	Senior Facilities	0	0	0	0	0	300,000	300,000	300,000	Š
Num	Number of projects:	cts: 7 Funded to date: Vear 1:	Year 2: Year 3:	en L	Year 4:	>	Year 5:	Total	Total Project Cost:		Total Not Yet Funded:	nded:
Grane	Grand Totals		1,021,000	0	13,000		320,000		1,602,100		1,5	1,501,000

Las Vegas Senior Center/ICIP 12173 Friday, September 1, 2017

Infrastructure Capital Improvement Plan FY 2019-2023

Pecos Senior Center Project Summary

			Funded						Total Project	Amount Not Yet	
ID Year Rank	Year Rank Project Title	Category	to date	2019	2020	2021	2022	2023	Cost	Funded Phases?	iases?
33270 2019 001	33270 2019 001 Kitchen Equipment	Senior Facilities	0	47,000	0	0	0	2,000	52,000	52,000	Š
33271 2020 001	33271 2020 001 Office Equipment	Senior Facilities	0	0	8,000	0	0	0	8,000	8,000	Š
33272 2020 002	33272 2020 002 Parking Lot Renovation & Landscaping Senior F	Senior Facilities	0	0	200,000	0	0	0	200,000	200,000	Yes
33274 2020 003	33274 2020 003 Washer & Dryer	Senior Facilities	0	0	2,000	0	0	0	5,000	5,000	Š
33273 2020 004 Bingo Machine	Bingo Machine	Senior Facilities	0	0	2,000	0	0	0	5,000	5,000	No No
33269 2023 001 New Vehicles	New Vehicles	Senior Facilities	0	0	0	0	0	150,000	150,000	150,000	<u>۶</u>
Number of projects:	9				·	,	E e e	Total Design		Total Not Vet Funded:	, pop.
Grand Totals	Funded to date: Year 1: 0 47,000	218,000	1 car 3:	0		155,000	8	420,000		42	420,000

Pecos Senior Center/ICIP 12099 Friday, September 1, 2017

Infrastructure Capital Improvement Plan FY 2019-2023

San Miguel Senior Center Project Summary

										Total	Amount	
				Funded						Project	Not Yet	
Q]	Year Rank	Year Rank Project Title	Category	to date	2019	2020	2021	2022	2023	Cost	Funded	Phases?
33262	2020 001	33262 2020 001 Kitchen Equipment	Senior Facilities	0	0	29,000	0	0	0	59,000	59,000	Š
34228	2020 002	34228 2020 002 Replace HVAC Units	Senior Facilities	0	0	15,000	0	0	0	15,000	15,000	Š
33267	2020 003	33267 2020 003 Washer & Dryer with Installation Costs	Senior Facilities	0	0	10,000	0	0	0	10,000	10,000	Š
33263	2022 001	33263 2022 001 Office Equipment	Senior Facilities	0	0	0	0	8,000	0	8,000	8,000	S.
33266	2022 002	33266 2022 002 Bingo Machine	Senior Facilities	0	0	0	0	2,000	0	5,000	5,000	Š
33268	2023 001	33268 2023 001 New Vehicles	Senior Facilities	0	0	0	0	0	150,000	150,000	150,000	N _o
33265	2023 002	33265 2023 002 Parking Lot Renovation & Landscaping	Senior Facilities	0	0	0	0	0	150,000	150,000	150,000	N _o
Number of pr	Number of projects:	ts: 7 Funded to date: Year 1:	Year 2:	Year 3:	Year 4:		Year 5:	Total	Total Project Cost:		Total Not Yet Funded:	unded:
	Lorais		000*te	>	13,000	n	00,00		397,000		ń	000,7

San Miguel Senior Center/ICIP 12098 Friday, September 1, 2017

CITY COUNCIL MEETING AGENDA REQUEST

DATE:

08/23/2017 DEPT: Finance

MEETING DATE: 09/20/2017

ITEM/TOPIC:. Resolution 17-33

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 17-33

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2018 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.

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD) **CORINNA LAZLO-HENRY** CITY ATTORNEY (ALL CONTRACTS MUST BE **REVIEWED)**

STATE OF NEW MEXICO MUNICIPALITY OF CITY OF LAS VEGAS RESOLUTION 17-33 FISCAL YEAR 2017-2018 BUDGET ADJUSTMENT REQUEST

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2017-2018; and

WHEREAS, said budget adjustment request was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2017-2018 fiscal year budget;

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request is approved and meets the requirements as currently determined for fiscal year 2017-2018;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 20th day of September, 2017.

	Tonita Gurula Ciron Mayor
ATTEST:	Tonita Gurule-Giron, Mayor
Casandra Fresquez, City Clerk	
REVIEWED AND APPROVED AS TO LEGAL	SUFFICIENCY ONLY:
Corrina Lazlo-Henry, City Attorney	

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/31/17 DEPT: Public Works MEETING DATE: 09/20/17

ITEM/TOPIC: Professional Engineering Services to include Grants Consulting, Planning, Design and Engineering Services, for the City of Las Vegas Public Works Department/Municipal Airport. (RFP 2018-03).

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of the engineering firm best qualified to perform this service, as selected by the review committee, as per the criteria set forth in the request for proposals. In turn, it is requested that Mayor and Council authorize staff to enter into contract negotiations with MolzenCorbin.

BACKGROUND/RATIONALE: Request for Proposals was recently solicited for Professional Services for the City's Public Works Department/Municipal Airport. Four proposals were received for this service. The best qualified to perform this service based on the designated criteria is MolzenCorbin.

STAFF RECOMMENDATION: Approve the engineering firm of MolzenCorbin as the firm most qualified to perform this service, and authorize contract negotiations.

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-GIRÓN

MAYOR

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS 1700 NORTH GRAND AVE. LAS VEGAS, NM 87701

T 505 454 1401 F 505 425 7335

LASVEGASNM.GOV

VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN

MAYOR

From:

To:

Mayor and

orks Director

DAVID ULIBARRI COUNCILOR, WARD I

Thru:

VINCE HOWELL COUNCILOR, WARD 2

Date:

September 13, 2017

BARBARA PEREA-CASEY

COUNCILOR, WARD 3

DAVID L. ROM**ERO** COUNCILOR, WARD 4 Re:

Status of Selection Process for the City of Las Vegas Public Department/Municipal Airport **Professional**

Consulting Services RFP (2018-03).

The City of Las Vegas Selection Committee has completed the selection process for professional engineering services to include, planning, design and grant services for the Public Works Department/Municipal Airport.

It was our objective to select the most qualified firm to perform this service. The result of the Selection Committee's review ranks MolzenCorbin from Albuquerque, New Mexico as the firm best qualified to meet our needs as detailed in the request for proposals.

A total of four firms submitted a response to our request for proposals. Proposals were ranked accordingly. The outcome of this processes determined that MolzenCorbin met the designated criteria outlined in out RFP. selection committee was comprised of Daniel Gurule, Project Manager, John Aragon, Airport Manager and I.

At this time, staff is requesting that Mayor and Council approve the Engineering Firm of MolzenCorbin as the firm best qualified to perform the designated services and authorize contract negotiations.

Should you have any questions prior to the scheduled Council Meeting, please contact me.

VG/rm

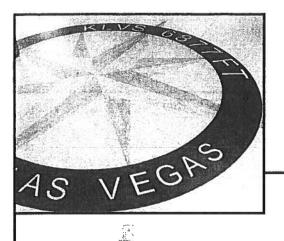
Enclosure

Xc:

Richard Trujillo, City Manager Ann Marie Gallegos, Finance Director Selection Committee Members

Public Works/Airport Engineering File





MOLZENCORBIN

ENGINEERS | ARCHITECTS | PLANNERS



Professional Engineering Services for the City of Las Vegas Municipal Airport Opening No. 2018-03

August 8, 2017

MOLZENCORBIN

August 8, 2017

Ms. Casandra Fresquez City Clerk City of Las Vegas 1700 North Grand Avenue Las Vegas, NM 87701

RE: Opening No. 2018-03: Professional Engineering Services for the City of Las Vegas **Municipal Airport**

Dear Ms. Fresquez and Members of the Selection Committee:

Molzen Corbin is fortunate to have served the City of Las Vegas for 50 years including working with the City on the Airport from 1964 through 1994. We submit this proposal with an avid interest in continuing our successful relationship working with the City on the Municipal Airport. Here are some of the key advantages our dedicated airport team brings to the City of Las Vegas and the Municipal Airport:

- Our project team has a broad base of experience in airport design and has been a cohesive unit for over 20 years of working together.
- Molzen Corbin's client service philosophy has allowed our proposed project team to work with many of our airport clients for over 25 continuous years (Albuquerque, Colfax County, Belen, Moriarty, to name a few).
- Our history at Las Vegas Municipal Airport is as long as any other engineering firm we feel we bring valuable experience to the projects outlined in the Request for Proposal.

Having worked with the City on most of the public infrastructure over the past 50 years. Molzen Corbin believes that no other consulting engineer knows the City and your local concerns better than we do, and we hope that the following submittal demonstrates that.

For additional selection-process requests, please contact Mr. Mike Provine, PE, 2701 Miles Rd SE, Albuquerque, NM 87106; (505)242-5700; mprovine@molzencorbin.com.

Sincerely,

MOLZEN CORBIN

Adelmo E. Archuleta, MS, PE

President and Owner

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A. Cover Letter

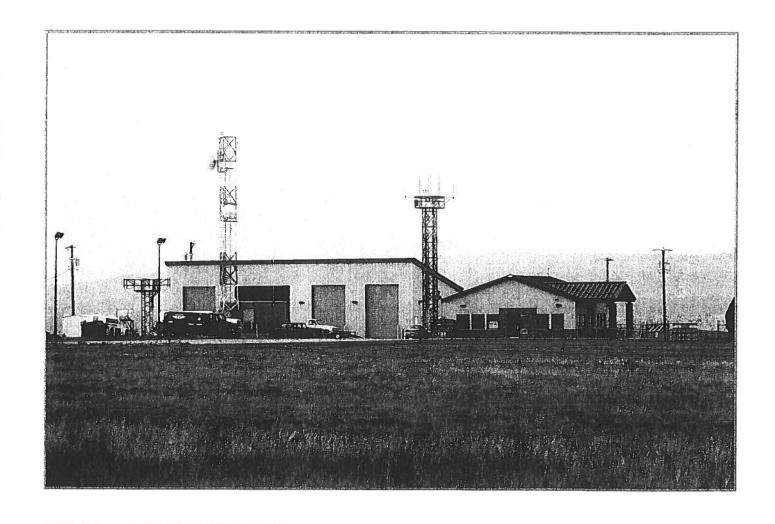


B.	Understanding of Requirements and Capability to Perform Projects
C.	General Description of Firm
D.	Key Individuals Who Will Be Involved

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Appendices

Campaign Contribution Disclosure Form



B. Understanding of Requirements and Capability to Perform Projects



Capability to Perform All Aspects of the Project

Molzen Corbin's long history in airport engineering and architecture provides our project team with the experience and capability to perform on virtually any airport project that may arise at KLVS. Our team has worked extensively on airfield pavements, airfield lighting and signage. airfield drainage, access roadways, fencing, NAVAIDS, terminal buildings, equipment storage buildings, fuel farms and landside development. We work with our airport clients on developing the projects as soon as the need is identified. assisting with CIP development and grant work. We prepare environmental documentation, project progress reports and reimbursement requests for the funding agencies as part of our basic services. Our design team has relevant and recent experience on all phases of project development, design and construction on projects very similar to those listed in the Request for Proposals. Following, we recap our understanding of Las Vegas Municipal Airport's requirements, our capability and experience.

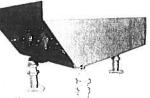
Taxiway B Relocation

We have begun design for taxiway relocations at Double Eagle II Airport and the Albuquerque Sunport. Separately, we recently completed taxiway construction at the Albuquerque Sunport and Double Eagle II Airport. At Santa Fe, we completed many taxiway relocation or reconstruction projects over the past eight (8) years. We completed a new hangar area access taxiway at Angel Fire in 2013.

Install PAPI's Runway 2-20 and Runway 14-32

In 2016, we designed a Precision Approach Path Indicator (PAPI) installation for Socorro Municipal

Airport, and previously designed PAPI installations for the Sunport, Las Cruces, and Santa Fe Airports. We hav



Precision Approach Path Indicators (PAPIs) are now the preferred NAVAID on runways.

Selection Criteria Addressed

- Recent Experience in Airport Planning and Development Projects
- · Capability to Perform All Aspects of Project
- · Ability to Meet Schedules within Budget
- Quality of Previous Airport Projects Undertaken
- Familiarity with Sponsor and Project Location
- Understanding of the Airport and Proposed Projects
- Understanding of the Sponsor's Special Concerns

prepared PLASI installations at Belen and Angel Fire in the past, as well. Earlier this year, we assisted Colfax County in the replacement of the PLASI equipment at Angel Fire, coordinating funding assistance with the NMDOT Aviation Division.

Install Wildlife Fence

In This Section

Molzen Corbin's proposed project team has completed wildlife fence projects at Angel Fire, Raton, and earlier this year at Hobbs Lea County Regional, to help minimize wildlife incursions on the active airfield. Water crossings were incorporated into each of these projects as well as cattle guard and access gate improvements. Mr. Freier, (our proposed senior airport engineer), and Mr. Eades, (proposed QA/QC), recently assisted the Raton Airport personnel and the New Mexico Department of Game and Fish in antelope capture and relocation off of the airport.



Molzen Corbin team members assist the City of Raton and New Mexico Department of Game and Fish with recent wildlife mitigation efforts.

Apron, Taxiway and Runway Pavement Maintenance

A large responsibility of all airports is the maintenance of the airfield pavements. Pavement maintenance, whether it is crack seal, surface seals, installation of edge drains or spot repairs, protects the capital investment made by the City and the funding agencies. At Las Vegas, the most recent Pavement Condition Index (PCI) survey prepared by the NMDOT Aviation Division, shows the airfield pavement in good condition which is an indication that a good and effective pavement maintenance plan is in place. Molzen Corbin will work with the Airport Manager to identify areas that are in need of maintenance or rehabilitation, and develop the funding and procurement documents in addition to any design work that must be done. In many cases, we have been able to utilize State Price Agreements to get the maintenance work completed, saving time and effort getting the work procured.

We work with all of our airport clients in developing pavement maintenance programs and in the past two years, we have completed airfield pavement maintenance projects at Angel Fire (taxiway edge drains), Socorro, Sunport, Carlsbad, Hobbs, and Jal. We are currently working on pavement maintenance projects for the Sunport, Ft. Sumner, and programming a project at Angel Fire, and Socorro.

Prepare DBE Program and Specific Goals

As the City knows, DBE program preparation, annual goal submittals and annual accomplishment reports are required for airports that participate in FAA funding. Our staff assists airports in developing the programs, getting FAA approval for the programs, preparing and submitting 3-year goals on specific projects and submitting annual accomplishments to the FAA. Additionally, FAA requires that a public meeting be held to present information on how project specific goals are established. We have prepared agenda and presented at these public meetings for our airport clients. Our staff has an established close working relationship with the FAA Civil Rights Office and has been successful in completing and submitting all the required DBE information to its satisfaction.

Prepare and Update SWPPP

All public use airports are classified as industrial sites by the Environmental Protection Agency (EPA). Because of the classification, a federal storm water pollution prevention plan (SWPPP) must be prepared, submitted and maintained specifically for the airport. Molzen Corbin has prepared SWPPPs for Moriarty, Angel Fire, Santa Fe and Raton Airports. We assisted the Santa Fe Airport management when the New Mexico Environment Department inspected the Santa Fe Airport for compliance with the program. Our staff knows how to prepare and submit the SWPPP, understands what the NMED expects to see and will attend NMED inspections in support of our clients.

EPA issued new rulings and new SWPPPs were required to be in place by September 2016. If this has not been accomplished, Molzen Corbin stands ready to work with the City to get the program prepared and submitted as soon as possible.

Environmental Services (Exluding Project Specific Environmental Impact Statements)

Virtually all FAA-funded projects require environmental clearances through the FAA. Currently the clearance process for most airport project is a CatEX SOP, meaning a standard procedure for obtaining a categorical exclusion. Molzen Corbin has completed CatEX SOPs for all of our airport clients, most recently at the Albuquerque Sunport for a taxiway rehabilitation project and for a new connector taxiway. For complex projects, such as the Taxiway B Relocation project at LVS, Coffman Associated will prepare a full environmental assessment (EA), as necessary. Coffman is very experienced in completing EA's and getting them reviewed and approved by the FAA in a timely fashion

Update Airport Layout Plan

The Airport Layout Plan (ALP) is the lifeblood of all airports when requesting FAA grant monies. FAA requires that all proposed projects be shown on the document. More importantly, the ALP update is a good tool to review geometry and surface clearance minimums, surrounding land and zoning status, and an approach surface status and penetration analysis. These analyses are critical in determining improvements and modifications necessary to maintain compliance with FAA guidelines. Our staff has completed and updated ALPs

for all of our airport clients. It is important to engage NMDOT Aviation and the FAA when updating the ALP to get their read on the airport needs and to engage them on the funding stream.

Airport GIS

Hand in hand with the ALP update, we recommend that the City take the opportunity to develop an airport GIS for the facility. FAA is requiring digital submittals more fredquently and "digitizing" the airport layout plan, utilities, lighting circuits and topography would assist in those submittals, but also provide an opportunity to update the as-built drawing of the airport in one easily retrievable and transferable format. Molzen Corbin has assisted the City of Albuquerque in the preparation of electronic airport GIS for both the Albuquerque International Sunport and the Double Eagle II Airport.

Other Projects That May be Approved

The Molzen Corbin team is ready to assist the City with any other projects that may be approved over the four-year period of this contract for services. For example:

- Equipment and Vehicle Purchases Molzen
 Corbin has assisted many of our airport clients
 with equipment and vehicle purchases including
 snow removal equipment, mowers, sweepers,
 front end loaders and airport rescue and firefighting trucks.
- Safety Area and Runway Protection Zone
 Penetration Surveys Molzen Corbin has been
 able to survey possible obstructions to runway
 approaches, runway and taxiway safety areas
 and runway protection zones when FAA has
 notified the airport of a possible penetration.
 FAA typically uses Google Earth as their survey
 source and brings the burden of proof to the
 airport to show that a penetration is or is not
 real. We recently assisted Colfax County in
 evaluating several trees and structures off
 the north end of Runway 17 at Angel Fire and
 determined that the approach surface was clear
 and there were not any penetrations.
- Grants Administration Molzen Corbin has always supported our clients with grants administration. We provide a single point of contact – our technical service manager/ project manager – that will provide the grants administration. We will coordinate and prepare grant submittals including Overall Development

Objectives (pre-applications), grant certifications, grant applications, reimbursement requests, construction progress reports, and final grant closeout documentation. We pay close attention to timing the contractor pay requests with the grant reimbursement requests so that the City can get reimbursed quickly.

Innovative Administration

Throughout past projects, Molzen Corbin has assisted our clients in ensuring that all projects at their airports when possible used the City's business number to ensure that New Mexico Gross Receipts Tax on construction payments resulted in City NMGRT income. Doing so enables the City to realize income on airport construction projects.

Plan to Provide Services

We will work with the City of Las Vegas staff, the FAA, and the New Mexico Department of Transportation Aviation Division (NMDOT-AD) to get projects funded, designed, and constructed. The FAA process, while always changing, will include a schedule per FAA funding requirements. This currently involves:

- · Meeting with City staff to determine Airport needs
- Completing regular Airport inspections to determine needs
- Anually submitting a five-year CIP to show the City's planned projects
- Anually submitting an ODO form for next year's project(s)
- Submitting (each August and December) DBE goals and accomplishments
- Submitting all airspace approval requests to the FAA for the impending project or other improvement projects
- Designing the funded project for a May bid advertisement to be ready to accept FAA monies
- Completing all grant applications and reimbursement request forms on behalf of the City
- Observing construction operations
- Documenting projects through final engineer's reports
- · Preparing all grant certifications that the FAA requires
- Attending audits to explain funding flow and documentation
- Updating the Airport Layout Plan (ALP)
- Ensuring that the construction NMGRT is properly allocated to the City where possible
- Consulting continuously to assist the City in attracting new airport tenants and businesses

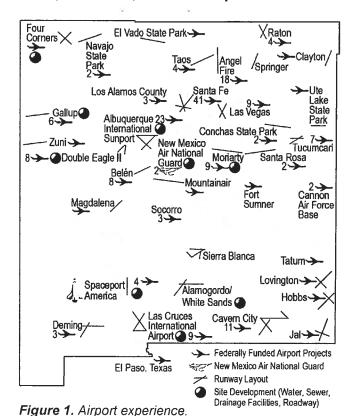
C. General Description of Firm

About Molzen Corbin

For 57 years Molzen Corbin's Aviation Division has partnered with communities across the State to develop and fund projects that fuel economic growth, support tourism, and protect public safety.

Our aviation specialists apply decades of technical expertise, institutional knowledge, and project experience to develop solutions tailored to the needs of each client. We serve airports of all sizes, from the unprecedented Spaceport America to Albuquerque International Sunport to the Colfax County Airport at Angel Fire. Molzen Corbin has sustained decades-long partnerships with many of our clients, working with them to design, fund, and implement prioritized projects. Figure 1 below illustrates our Statewide experience; Figure 2 illustrates our Airport On-Call Contracts.

Our Aviation Division is supported by civil engineers, water engineers, wastewater engineers, electrical engineers, mechanical engineers, architects, and landscape architects



Selection Criteria Addressed

Section

This

- Recent Experience in Airport Planning and Development Projects
- Capability to Perform All Aspects of Project

so that our clients benefit from the cost savings and efficiency of meeting diverse project needs with an accessible, centralized team.

Organizational Structure & Size

Molzen Corbin was established in Albuquerque in 1960. We employ 70 professionals at our Albuquerque (headquarters), Las Cruces, and Carlsbad offices.

Federal Tax ID & NM Tax Identification Number; Resident Business Certificate

Molzen Corbin's Federal Tax ID number is 85-0166212. Our New Mexico Combined Reporting System (CRS) number is 01305771005. Our Resident Business Certificate Number is L1340229584.

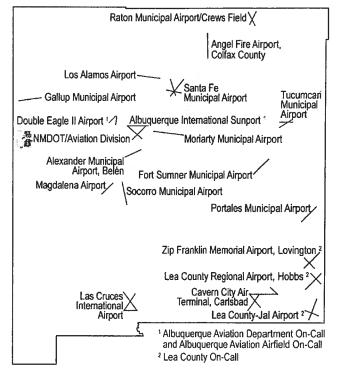


Figure 2. Molzen Corbin's Experience in On-Call Aviation Contracts.

- Planning
- Taxiways and Runways
- Pavement Rehabilitation
- Parking and Access
- Grading and Drainage
- Pavement Markings
- Lighting/Signage
- NAVAIDS
- Hangar/Lease Area Development
- Air Traffic Control Tower
- Aircraft Rescue and Firefighting Buildings
- · Vehicles: ARFF, Snow Removal, Mowers

- Part 150 Noise Studies
- Fencing
- Terminal Improvements
- Controls
- Utilities
- Maintenance Buildings
- Emergency Power Generation
- Stormwater Pollution Prevention Plans
- Environmental Documentation
- FAA Grants Application/Administration
- DBE Programs, Goals, and Reporting
- Federal Land Acquisitions

Figure 3. Molzen Corbin offers diverse capabilities and experience in aviation engineering.

Recent Experience in Comparable Airport/Aviation Projects

Our airport experience spans multiple disciplines. We have designed airside facilities (runways, taxiways, taxilanes, aprons, etc.), electrical systems, navigational aids (NAVAIDS), utilities, drainage improvements, roadways, terminal renovations, landscaping, and new buildings for airports across the State. We have completed master plans, action plans, Part 150 noise studies, DBE programs, and environmental assessments. Our statewide aviation engineering experience is illustrated in Figures 1 and 2. Technical capabilities are listed above in Figure 3, and experience is presented in Figure 4 on the next page. Specific project examples are provided in Section E.

Experience with Projects Funded by FAA Airport Improvement Program Grants

Our specialized aviation professionals work with Federal and State officials each day to keep abreast of funding availability and criteria, and are immersed in regulations that affect airport design.

With few exceptions, all of our airport projects have included complete grants administration responsibilities. Our staff provides the expertise to handle the documentation required by the FAA, and the NMDOT-AD. Preparing grant applications and documents, developing construction phasing plans, specifying requirements for safety during

construction, and meeting other FAA and NMDOT-AD requirements are all a part of Molzen Corbin's basic services. Our staff provides all grants administration services with audits in mind. Sponsors find our documentation to be very valuable in getting through audits successfully.

We know that federal discretionary funds are extremely competitive, requiring applicants to surpass a regional pool of candidates from five states. Competition for State apportionment funds is equally intense. Each year, the FAA apportions a certain amount of funds to New Mexico, typically between \$10 and \$20 million—only one-third of actual airport needs.

Solid project justifications and ongoing communication with the State and the FAA are vital in securing needed funds. Mr. Provine, PE, our proposed Technical Services Manager, and Mr. Freier, PE, our proposed Senior Airport Engineer, have more than 53 years of combined experience working with the FAA and NMDOT-AD.

Since 1994 we have been responsible for \$212 million in FAA funding sent to New Mexico-representing 40% of all FAA funding sent to the State during that time period. Our success with grant applications stems from our in-depth knowledge of agency processes and regulations, and from our strong working relationships with agency personnel. Molzen Corbin will apply our knowledge of agency procedures and our technical expertise to maximize funding for your projects.

Figure 4. Molzen Corbin's Aviation Design and Construction Experience in New Mexico.	Las Vegas Municipal Airport	Albuquerque International Sunport	Alexander Municipal Airport (Belén)	Angel Fire (Colfax County Airport)	Cavern City Air Terminal (Carlsbad)	Double Eagle II Airport (Albuquerque)	Fort Sumner Airport	Four Corners Regional Airport (Farmington)	Gallup Municipal Airport	Governor's Mansion Helipad (Santa Fe)	Las Cruces International Airport	Lea County Airport (Jal)	Lea County Regional Airport (Hobbs)	Moriarty Municipal Airport	Raton Municipal Airport/Crews Field	Santa Fe Municipal Airport	Sierra Blanca Regional Airport (Ruidoso)	Socorro Municipal Airport	Spaceport America	Springer Municipal Airport	Tucumcari Municipal Airport	White Sands Regional Airport	Zip Franklin Memorial Airport (Lovington)
Capital Improvement Program/ODO		\rightarrow	\rightarrow	/	\rightarrow	\rightarrow	>		\rightarrow		\rightarrow						\rightarrow			\rightarrow	-		
DBE Administration		\rightarrow	\rightarrow	\rightarrow	\rightarrow	\rightarrow	\rightarrow		\rightarrow		\rightarrow			\rightarrow	\rightarrow	\rightarrow	\rightarrow	\rightarrow		\rightarrow	\rightarrow	\rightarrow	
Master Plan/Action Plan					\rightarrow						>	\rightarrow	\rightarrow										\rightarrow
Environmental Documentation															\rightarrow								
ALP	\rightarrow	\rightarrow					\rightarrow		\rightarrow		\rightarrow	\rightarrow	〉	\rightarrow	\rightarrow	\rightarrow		\rightarrow	\rightarrow	\rightarrow	\rightarrow	\rightarrow	\rightarrow
eALP						+																	
Runway		+							+		*			-	-	-	\rightarrow	-	-		→		
Taxiway	\rightarrow	\rightarrow	\rightarrow	\rightarrow	\rightarrow		\rightarrow		\rightarrow		>			\rightarrow	\rightarrow	\rightarrow	+	\rightarrow	\rightarrow		\rightarrow	\rightarrow	
Air Traffic Control Tower						$\dot{\rightarrow}$					<i>></i>												
Apron	-	$\dot{\Rightarrow}$	-	-	-	-					$\dot{\rightarrow}$											>	
Lighting		$\dot{\Rightarrow}$							$\dot{\rightarrow}$						\rightarrow			\rightarrow		$\dot{\rightarrow}$	-		
Signing/Marking/Guidance/Wind Cones	ナ									ナ	\rightarrow			ナ	\rightarrow					\rightarrow	ナ	ナ	
Drainage		ナ			\rightarrow	ナ		ナ	ナ					. \			\rightarrow		\rightarrow				
SWPPP			→	-		. \								\rightarrow		\rightarrow		. \			. \		
Parking Lot			+			ት ት			ት ት					. \				<i>→</i>			分		
Roadway		ナ		ナ		7			7		\rightarrow			<i>→</i>	+			\rightarrow			\rightarrow		
Hangars Maintenance Building	Δ.	ナナ				\rightarrow								7	7	Δ	Δ						
Fuel Farm	7	7	>	ィ		7									\boldsymbol{L}	イン	/						
Fencing/Security Gate		_	-	-	\rightarrow	۷			+		\rightarrow			۷	ナ	7		\rightarrow			\rightarrow		
Architecture (Terminal, Rental Car, Etc.)		<i>→</i>	7	7	+	· ·			7		7			7	7	>		7			7		
Landscaping		+			'/	/										7						\rightarrow	
Electrical/Solar/Fiber Optic		+				,										\rightarrow						′	
AWOS		,	+	\rightarrow		,					+			\rightarrow		′		\rightarrow					
Industrial Park			,	,		À					,			,	+			′					
Part 150 Noise Study		\rightarrow				·									•	\rightarrow							
Part 139 Certification																,							
Deicing		ナ																					
ARFF Building/Vehicle					+						\rightarrow					\rightarrow							
Vehicle Acquisition (Snow, Mow, Sweep))			\rightarrow											\rightarrow	\rightarrow							
Water	+	\rightarrow	+	\rightarrow		\rightarrow								\rightarrow					\rightarrow				
Wastewater		\rightarrow		\rightarrow		\rightarrow								\rightarrow		\rightarrow			\rightarrow				
Land Acquisition		\rightarrow	\rightarrow	\rightarrow		\rightarrow								\rightarrow		\rightarrow							

D. Key Individuals Who Will Be Involved

Molzen Corbin's Project Team

Molzen Corbin's proposed project team is a highly qualified and dedicated team of aviation planning and design specialists. Please see our team organization chart, Figure 5, on the following page.

To ensure that our clients benefit from funding opportunities and current technology, our staff meets regularly with the FAA to learn about new design criteria, funding requirements, and advances in airport pavement, lighting, and NAVAIDS.

Our Aviation Division is also active in the New Mexico Airport Managers Association (NMAMA) and the American Association of Aviation Executives (AAAE), networking with peers and clients to gain greater perspective on industry challenges and developments. Résumés of our key team members begin below.

Technical Services Manager; Senior Airport Engineer: Mike Provine, PE

Mr. Provine (NM PE #10997) has 32 years experience specializing in civil engineering, and has served as an Aviation Project Manager at our Albuquerque headquarters since 1989. During that time he has overseen more than \$170 million in air-



port design and planning projects across the State. He is particularly skilled at phasing projects to avoid operational disruptions. Mr. Provine's experience at KLVS includes the Snow Removal Equipment Building (1994), and Sludge Injection Site Grading.

Aviation On-Call Engineering Services ■ Master Plan Update (2) ■ Airport Drainage Master Plan ■ Runways 8-26 and 12-30 Reconstruction ■ Taxiway A, B, C, and E Reconstruction ■ Air Cargo Freight Apron Extension ■ Terminal Apron Reconstruction ■ General Aviation Apron Reconstruction ■ Sunport III Hangar Construction ■ Credit Card Long-Term Parking Lot Construction ■ Long-Term Parking Photovoltaic Improvements and Parking Lot Reconstruction ■ VALE Photovoltaic Array ■ Cooling

Selection Criteria Addressed

In This Section

- Recent Experience in Airport Planning & Development Projects
- Capability to Perform All Aspects of Project
- Understanding of the Airport's Special Concerns
- Familiarity with Sponsor & Project Location
- Understanding of the Airport & Proposed Projects

Towers Replacement ■ Spirit Drive Construction ■ Sunport Boulevard Pavement Rehabilitation ■ Access Road D Construction ■ Clark Carr/University Boulevard Intersection Improvements ■ Airfield Lighting Upgrade ■ Part 150 Noise Study

Albrone Good Color Color Control

Electrical Vault Relocation Air Traffic Control

Tower Environmental Assessment Air Traffic

Control Tower Construction Airport Land Acquisition Assistance ALP and GIS Airfield

Maintenance Facility Airport Fencing Upgrades

Acquisition for Crosswind Runway Runway 8-26 and Taxiway A Construction Crosswind Runway 18-36 Runway Airfield Lighting and Signage Taxiway and Glider Staging and Expansion Aircraft Parking Apron Construction Hangar Area Expansion Airport Action Plan and Update Airfield Pavement Rehabilitation

Senior Airport Engineer: Kent Freier, PE

Throughout his **38-year career** Mr. Freier (NM PE #8182) has helped airports across the State design and fund projects to promote economic development. He is one of the recognized leaders in airport engineering in New Mexico. His project experience includes:



Sccorro Runway 6-24 Surface Seal, Crack Seal, and Marking ■ Runway 15-33 and MIRL Reconstruction ■ Taxiway A Reconstruction ■ Taxi-

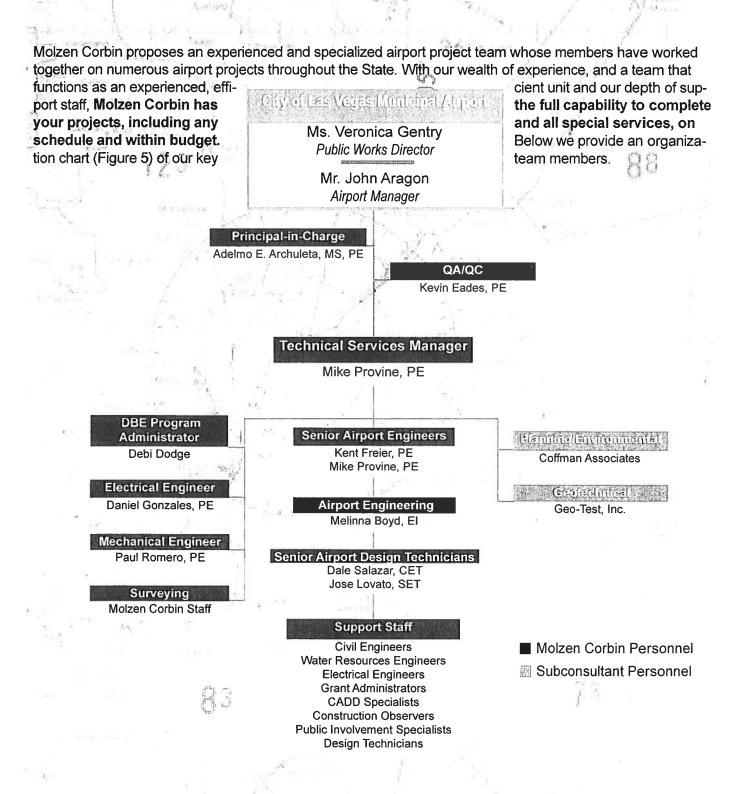


Figure 5. The Molzen Corbin Team has the capacity and capability to assist the Las Vegas Municipal Airport with all requested services.

lane and Apron Reconstruction ■ Entrance
Road Reconstruction and Taxiway A Rehabilitation ■ AWOS Construction ■ Terminal Building
Remodel ■ CIP, ODO, and DBE Submittals Annually to Keep Socorro in the Funding Pipeline

Spacepost America Runway 16-34 Design
(12,000' by 200')

Santa Fe Municipal Airport ARFF Building ■ Purchase of ARFF Vehicle ■ Runway 2-20 Resurfacing Runway 10-28 Reconstruction ■ Runway 15-33 Reconstruction and Value Engineering ■ Runway 15-33 Reconstruction and Replacement of MIRL Edge Lighting System Taxiway D Reconstruction and North Apron Expansion ■ New Taxiway Construction (Taxiway F) New Taxiway Construction (Taxiway J) Taxiway F Relocation (ARRA funded) Taxiways A and C Reconstruction Taxiway A Phase II Reconstruction Taxiway H Environmental Assessment/SWPPP ■ East Apron Reconstruction New Aircraft Parking Apron (14 acres) Airfield Lighting Upgrade Snow Removal Equipment Building ALTOUR DOUBLE EDGE Runway 4-22 and Taxiway A Reconstruction and Edge Lighting Systems Replacement (ARRA funded) ■ Runway 17-35 Reconstruction, Taxiway B Reconstruction; New Taxiway C Construction New Precision Free Obstacle Zone (PFOZ) Signing and Marking Midfield Development Taxilanes and Aprons (Phases I and II)

Albuduerouernementale sunfort \$50 Million Reconstruction of Runway 8-26 (At 13,775 feet, this is one of the longest runways in the USA) Reconstitutional/elizable Ceres Felor Runway 2-20 Extension Runway 2-20 and 7-25 Mill and Overlay Taxiway A Resurfacing New Taxilanes Apron Reconstruction Assistance with SWPPP Compliance and NMED Fuel Farm Compliance Game Fence Construction ea County Regional Alipona Airport Master Plan ■ Runway 21 Approach Environmental Assessment ■ Runway 12-30 Reconstruction High Game Fence Runway 3-21 Pavement Maintenance Drainage Master Plan La Municipal Alliport Airport Action Plan ■ Pavement Maintenance ■ Fencing and Security Gate Hangar Access Road

Zip Franklin Municipal Airport Airport Action
Plan ■ Pavement Maintenance ■ Fencing and
Security Gates ■ Apron Reconstruction, Phases
|&||

Airport Engineering: Melinna Boyd, El

Ms. Boyd (NM EI #7168; PE pending) has **five years** of experience with Molzen Corbin. She previously held a pavement-inspection internship with the New Mexico Department of Transportation (NMDOT),



and currently at Molzen Corbin performs drainage analysis, grading and drainage design, and traffic control design. Relevant experience includes the Drainage Systems Modeling and Analysis (Lea County Airport), Sunport Pavement Condition Index, Sunport Runway 8-26 Rehabilitation, and the Airport Drainage Master Plan Development (Lea County Airport).

Senior Airport Design Technician: Dale Salazar

Mr. Salazar has 21 years of experience as a design technician with a focus in airport improvements and civil engineering design. His portfolio of airport work includes:



Albuque que nienational

way A, B, C, D, and E Reconstruction Taxiway A, B, C, D, and E Reconstruction Taxiway E1 Centerline Lighting Terminal Apron Reconstruction Phases I and II General Aviation Apron Reconstruction Airfield Lighting Upgrade Propylene Glycol Deicing Facility Long-Term Parking Reconstruction Sunport II Hangar

Angeli-Inclumicipal Apport. Runway 17-35
Reconstruction ■ Hangar Area Taxiways ■ Airport Perimeter Game Fencing

A Reconstruction ■ Runway 17-35/Taxiway B Reconstruction ■ Air Traffic Control Tower ■ Midfield Development and Infrastructure ■ Atrisco Vista Boulevard (Double Eagle II Access Road) Reconstruction ■ Unser Boulevard Fiber Optic Extension ■ Aerospace Technology Park Infrastructure Development

Belen Alexander Municipal Airport Crosswind Runway 13-31 ■ Airfield Lighting Upgrade ■ Airport Access Road Improvements

Santa Fe Municipal Airport Runway 2-20 Medium-Intensity Runway Lighting ■ Runway 10-28 Medium-Intensity Runway Lighting ■ Runway 10-28 Rehabilitation ■ Runway 15-33 Reconstruction ■ East Apron Reconstruction ■ Taxilane Construction Taxiway J Construction

Senior Airport Design Technician: Jose Lovato, SET

Mr. Lovato has 43 years of experience in the design, drafting, and coordination of a diverse range of projects including waterlines, sewer systems, street and airport paving, drainage, earthwork, and survey



plans. He has also established and coordinated location and property surveys and facilitated permit acquisitions from various types of utility companies and many local, city, State, and Federal agencies. Representative projects follow.

Alsuque que international Support Sunport Runway 8-26 Reconstruction Taxiway A and E Reconstruction

BEEERA DENGLE MUTTERELATION Runway, Taxiway, and Apron Improvements

Santa Equitition Africa Runways 2-20 and 15-33 Reconstruction

DBE Program Administrator: Debi Dodge

Ms. Dodge is a technical administrator with 25 years of experience in project administration and funding. She has a strong knowledge of the FAA DBE program, providing DBE compliance services at Albuquer-



que, Moriarty, Raton, Lea County, Angel Fire, and Santa Fe Municipal Airports. For Molzen Corbin's projects with the NMDOT, Ms. Dodge administers the DBE program, B2Gnow diversity-management software, and LCPtracker labor-compliance software.

Electrical Engineer: Daniel Gonzales, PE

Mr. Gonzales (NM PE # 19969) has 12 years of experience, which includes designing power, instrumentation, controls, and specifications, conducting pre-design analysis; writing reports; preparing cost estimates; and coordinating construction. Relevant projects include:



Mechanical Engineer: Paul Romero, PE

Albuquerque International Sunport | Solar

Mr. Romero (NM PE #14932) has 21 years of experience designing HVAC and plumbing systems for various facilities, including Kirtland Air Force Base. Work includes mechanical design, construction cost estimation, project planning, and



construction services (including new mechanical systems and the optimization of existing systems). Plumbing systems include domestic water systems for emergency eyewash/shower areas in hazardous areas, non-potable water design to support process equipment, and vent, natural gas, sewer, and domestic water services for administrative areas and laboratories.

Technical Quality Assurance/Quality Control: Kevin Eades, PE

Mr. Eades (NM PE #14481) is Molzen Corbin's Executive Vice President of Civil Engineering with 21 years of professional experience. In addition to coordinating projects and master plans, he has designed and managed drainage, water



improvement, sewer improvement, traffic coordination, and road improvement projects. Mr. Eades also is responsible for construction coordination and overall scope, schedule, and budget compliance for projects for the City of Belén, the City of Eunice, the Town of Bernalillo, the Village of Los Lunas, the Village of Tijeras, and the NMDOT. Other New Mexico experience includes Martin Luther King Boulevard, City of Clovis; Joe Harvey Streetscape, City of Hobbs; and for the City of Eunice, Citywide Water System Improvements, 6th Street Sanitary Sewer Project, Citywide Street Paving Improvements, Senior Center Expansion, and miscellaneous infrastructure improvements.

Molzen Corbin Staff: Surveying

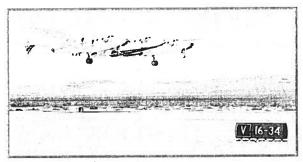
Our in-house surveyors, led by Mr. John Montoya, PE, PS, have performed topographic and design surveys at numerous airports in New Mexico, including Santa Fe Municipal Airport, Albuquerque International Sunport, Double Eagle II Airport in Albuquerque, Cavern City Terminal Airport in Carlsbad, Gallup Municipal Airport, Navajo Lake Airport, and Raton-Crews Field Municipal Airport.

Subconsultants

Airport Planning/eALP/ Environmental : Coffman Associates:

Coffman works exclusively in airport planning and environmental services throughout the U.S. They are very experienced with FAA Environmental Assessment (EA) procedures and have strong relationships with FAA review personnel in virtually all FAA regions. Molzen Corbin has worked with Coffman Associates for 24 years on the following types of projects:

- Electronic ALPs (eALPs) at Albuquerque International Sunport and Double Eagle II
- Airport Master Plans (e.g., Santa Fe Municipal Airport, Albuquerque International Sunport, Lea County Hobbs, Carlsbad Cavern City Airport)
- Airport Certification Manuals (e.g., Santa Fe)
- Environmental Assessments for Runways
 (e.g., Sierra Blanca Cross-Wind Runway,
 Raton Runway 2-20 extension, Double Eagle II
 runway extensions, and SAF Taxiway F)



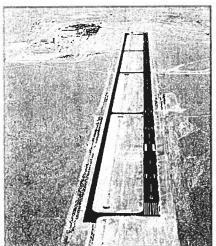
Spaceport America

Mr. Steven Benson is a Principal with Coffman Associates, and has been with the firm since its inception. He has 39 years of experience exclusively in airport planning. He worked with Molzen Corbin on the DE II Airport Environmental Assessment, the Runway 17-35 Closure EA, and three Master Plan updates for the Albuquerque International Sunport, Carlsbad Cavern City Airport, and Lea County Hobbs.

Geotechnical Services: Geo-Test, Inc.

Geo-Test has been part of the Molzen Corbin team for **24 years**, working with us on virtually all of our airport projects. Together we have tackled paving projects in the harshest of paving environments throughout the State. Geo-Test will perform any preliminary design investigations for design development and will provide materials testing during construction.

Mr. Patrick Byres, PE, (NM PE #8126) has 43 vears of professional experience, and has provided geotechnical engineering services at airports around the State, including Fort Sumner Municipal Airport, Socorro Municipal Airport, Albuquerque International Sunport, Angel Fire Airport, Double Eagle II Airport, Las Cruces International Airport, Moriarty Municipal Airport, Raton Municipal Airport/Crews Field, Santa Fe Municipal Airport, and Tucumcari Municipal Airport. His relevant projects include: Geotechnical Investigation and Pavement Design for Existing Runway, New Taxilane, Hangar Area, and Foundation and Associated Pavement Design For Two 12,000-Gallon Aboveground Fuel Tanks, Angel Fire Airport, Village of Angel Fire; Parking Apron Subgrade Investigation, Pavement Design, and QA Testing, Santa Fe Municipal Airport, City of Santa Fe.



ARRA funds and AIP funding combined to make possible the \$5,300,000 reconstruction of Runway 4-22 and Taxiway A at Double Eagle II Airport in Albuquerque.

E. Representative Clients and Projects

Lea County Airport Systems

Reference: Mr. Corey Needham, Assistant County Manager of Operations, (575) 391-2934

For the past six years, Molzen Corbin has provided airport planning and design services for the Lea County Airport Systems. These include three separate airports, Lea County Regional (a Part 139 facility with commercial service) and two general aviation facilities located in Jal and Lovington.

Lea County Regional Airport

- Airport Master Plan (all three airports) (2013)
- Runway 12-30 Reconstruction (2016)
- High Game Fence Construction (2016)
- Airport Rescue and Firefighting Facility (2016)
- Terminal Building Expansion Programming Report (2016) and Design

Jal Municipal Airport

- Runway, Taxiway and Apron Crack and Surface Seal (2015)
- Airport Security Fencing and Automated Gate (2016)

Lovington Zip Franklin Memorial Airport

- Runway, Taxiway and Apron Crack and Surface Seal (2015)
- Airport Security Fencing and Automated Gate (2016)

Selection Criteria Addressed

- Recent Experience in Airport Planning and Development Projects
- · Capability to Perform All Aspects of Project
- Quality of Previous Airport Projects Undertaken
- Reputation

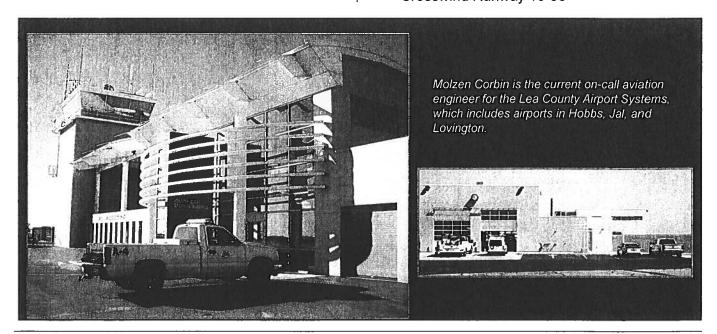
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Moriarty Municipal Airport

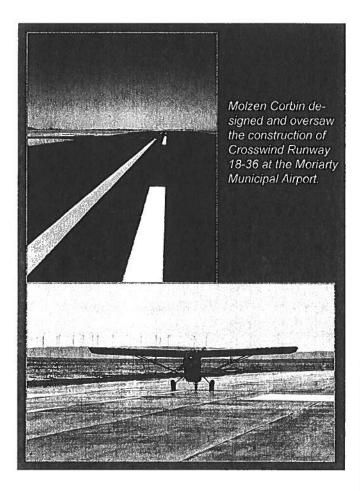
Reference: Mr. Bob Hudson, Airport Manager, (505) 832-5072

Molzen Corbin's relationship with the City of Moriarty spans several decades. Our experience with the Moriarty Municipal Airport dates to the 1980s, when we worked with the City on the airport land acquisition and development of the current airfield facilities. Our Technical Services Manager, Mr. Mike Provine, PE, has been the project manager on all of the capital projects accomplished at the Moriarty Municipal Airport since 1990. Since 2010, we have served as the on-call airport engineer for the Moriarty Municipal Airport. Projects completed for Moriarty include:

- Airport Land Acquisition
- Runway 8-26 and Taxiway A Construction
- Crosswind Runway 18-36



- Taxiway and Glider Staging and Expansion
- Runway Airfield Lighting and Signage
- Aircraft Parking Apron Construction
- Hangar Area Expansion
- Airport Action Plan & Update
- Airport Land Acquisition for Crosswind Runway
- Airfield Pavement Rehabilitation



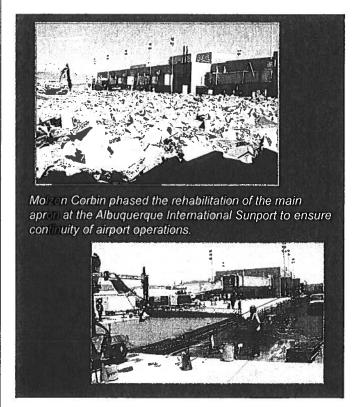
City of Albuquerque Aviation Department

Reference: Mr. Jim Hinde, Director of Aviation, (505) 244-7805

Molzen Corbin has served as the engineer at the Albuquerque International Sunport for 42 years. We have completed \$100 million in airport improvements at the Sunport, from drainage and pavement to lighting. Projects that Molzen Corbin has recently completed at the Sunport include the following:

Airfield Lighting Upgrade (2010)

- South General Aviation Apron (2009-2012)
- Terminal Apron Phases I and II (2006-2009)
- Taxiway E Reconstruction (2008)
- Additional project experience at the Sunport includes:
- Customs Facility Design
- Runways 8-26 and 12-30 Reconstruction
- Taxiway E Extension
- Taxiway A Reconstruction
- Taxiway A, B, and C Reconstruction
- Air Cargo Freight Apron Extension
- Terminal Apron Reconstruction
- Sunport III Hangar Construction
- Site Grading and Drainage for the 55-acre Rental Car Facility Site
- Spirit Drive Construction
- Sunport Boulevard
- Access Road D
- Clark Carr/University Boulevard Intersection Improvements
- Part 150 Noise Study
- Airport Drainage Master Plan
- Master Plan Update (2)



Additional Project Experience

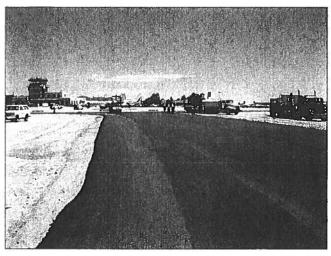
Additional experience on projects comparable to those listed in your Request for Proposal:

Airfield Paving

Anticipated KLVS Projects: Relocate Taxiway B; Apron and Taxiway Pavement Maintenance; Runway 2-20 and RWY 14-32 Pavement Maintenance.

Examples of Runway and Taxiway Design, Extension and Rehabilitation—Partial List

- Santa Fe Municipal Airport (SFMA), Taxiway F relocation; ARRA-funded
- Albuquerque International Sunport extension of Runway 12-30, reconstruction of Runway 17-35, reconstruction of Runway 8-26 and reconstruction of Taxiways A and E
- Double Eagle II (DEII), Runway 4-22 and Taxiway A reconstruction, including edge lighting upgrades with LED lighting; ARRA-funded
- DEII, Runway 17-35 and Taxiway B reconstruction, including edge lighting upgrades, new Taxiway C and new Taxiway A extension
- Spaceport America, 12,000 foot by 200 foot wide concrete paved runway, with taxiways and runway end "turn-arounds"
- SFMA Runway 15-33 reconstruction, including new edge lighting system
- SFMA new taxilane construction, design for Gulfstream business jets
- SFMA Runway 2-20 resurfacing
- SFMA Runway 10-28 reconstruction
- Socorro Municipal Airport, Runway 15-33 reconstruction, including new edge lighting system
- Angel Fire Airport Runway 17-35 widening and overlay, and taxiway design, subsurface drainage
- Belén Alexander Airport runway and taxiway extension and hangar access taxiways
- Tucumcari Municipal Airport rehabilitation of Runway 3-21, pavement rehabilitation of Runway 8-26 and all taxiways and aprons,



The relocation of Santa Fe's Taxiway F has greatly improved safety at the airport by enabling aircraft to taxi around the midfield section. Careful phasing and coordination ensured operational continuity and enabled the AE flights to arrive and depart on schedule.

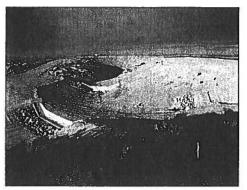
Examples of Apron Design, Extension, and Rehabilitation

- Albuquerque International Sunport expansion and reconstruction of terminal apron and air cargo apron
- SFMA east apron reconstruction, 12 acres of apron paving for heavy and light aircraft, utilizing recycled paving materials
- SFMA extension of north parking apron and concrete apron rehabilitation
- Raton Airport parking rehabilitation using recycled paving materials
- Angel Fire Airport parking apron and reconstruction
- Cavern City Terminal Airport (Carlsbad) air carrier parking apron and reconstruction
- Gallup Municipal Airport aircraft parking apron and reconstruction of east parking apron
- Moriarty Municipal Airport aircraft parking apron
- Belén Alexander Airport aircraft parking apron and expansion
- Sunport South General Aviation Apron and Reconstruction

Airfield Drainage

Anticipated KLVS Projects: Prepare and update SWPPP

Molzen Corbin offers full capabilities in drainage design. Our project team members have worked with the NMDOT, the Albuquerque Metropolitan Area Flood Control Authority (AMAFCA) and Soil Conservation Service, among other entities.



Sunport Southside Erosion Control

We have developed SWPPs and NOIs for many airport industrial sites including Santa Fe, Angel Fire and Moriarty Municipal Airports. Our

staff has also attended "pop-up" inspections by the New Mexico Environment Department (NMED).

Molzen Corbin's drainage experience also includes dozens of drainage studies and master plans. These documents involved hydrologic and hydraulic modeling, conceptual design solutions and capital implementation strategies. We have developed drainage master plans for Albuquerque International Sunport, Double Eagle II Airport, Four Corners Regional Airport and the Lea County Regional Airport.

Environmental Services

Anticipated KLVS Projects: Environmental Services.

We have successfully completed environmental documentation to obtain CatEx's on most airport construction projects. However, when more extensive documentation and research is needed, we have turned to a long time partner in Coffman Associates.

Molzen Corbin has structured an aviation design team, with subconsultants, ready to address any issue that an airport may encounter. Coffman Associates specializes in airport planning and environmental services. Their experience has included airport master plans, Part 150 noise studies, environmental assessments, environmental impact statements, and wildlife hazard assessments.

Together, Molzen Corbin and Coffman have completed environmental documents at the Raton Municipal Airport (runway extension), the Double Eagle II Airport (numerous airport improvements), and the Sierra Blanca Regional Airport (crosswind runway construction). We have also teamed on master plans at the Albuquerque International Sunport and the Santa Fe Municipal Airport, as well as a wildlife hazard assessment and a Part 150 Noise Study.

Planning

Anticipated KLVS Projects: Update Airport Layout Plan.

Molzen Corbin has worked with Coffman Associates for 24 years developing airport master plans for cities such as Albuquerque and Santa Fe, relying on Coffman's national air traffic knowledge and expertise to perform air traffic analysis and identify airport needs based on the national airport system.

Molzen Corbin and Coffman Associates were selected to develop one of four pilot projects in the Southwest to complete the Albuquerque Sunport's eALP. In February 2011 this same team was selected to complete the Albuquerque Double Eagle II Airport eALP. This same, experienced team will complete this task for KLVS.

Virtually all airport projects require environmental clearance. For simple efforts such as a runway reconstruction, Molzen Corbin has the in-house capability to write environmental clearance letters and biological studies to get projects cleared and a categorical exclusion issued. For other projects, such as a new taxiway, Coffman Associates will prepare environmental assessments that get FAA approval and clearance. Figure 6 on the next page highlights our airport planning experience.

Airfield Electrical Design

Anticipated KLVS Projects: Install PAPI's RWY 2-20 and RWY 14-32.

Our In-house electrical department has designed components for airports across the State including Albuquerque International Sunport, Santa Fe Municipal Airport, Las Cruces International Airport, Cavern City Terminal Airport, Belén Alexander Airport, Tucumcari Municipal Airport, Moriarty Municipal Airport, Soccoro Municipal Airport, and Angel Fire Airport.

Client	Location	Planning Service(s)
Santa Fe Municipal Airport	City of Santa Fe	TW H Environmental Assessment
Santa Fe Municipal Airport	City of Santa Fe	Part 150 NEM
Santa Fe Municipal Airport	City of Santa Fe	Airport Master Plan
Albuquerque Double Eagle II	City of Albuquerque	eALP, Master Plan
Albuquerque Double Eagle II	City of Albuquerque	EA for Runway Extension
Albuquerque International Sunport	City of Albuquerque	eALP
Albuquerque International Sunport	City of Albuquerque	EA for Runway 17-35 Closure
Albuquerque International Sunport	City of Albuquerque	Airport Master Plan (3)
Raton Municipal Airport	City of Raton	Runway 2-20 Extension EA
Raton Municipal Airport	City of Raton	Airport Action Plan
Los Alamos Airport	County of Los Alamos	Airport Action Plan
Sierra Blanca Regional Airport	Village of Ruidoso	Crosswind Runway EA
Las Cruces International Airport	City of Las Cruces	Airport Master Plan and Airport Action Plan

Figure 6.
Molzen Corbin will
work with KLVS to
develop planning
documents that help
position the Airport
for funding.

Molzen Corbin's electrical engineering project experience includes:

- DEII, Runway 4-22 MIRL, and Taxiway A MITL with LED lighting and new guidance signs
- DEII, Runway 17-35 MIRL and Taxiway B MITL, Taxiway C MITL, and Taxiway A extension, MITL, and new guidance signs and LED REIL's
- SFMA Taxiway F relocation, LED edge lights and guidance signs
- SFMA Runway 15-33 new MIRL
- Albuquerque International, replaced all taxiway lighting and guidance signs with new LED lighting fixtures
- Albuquerque International, HIRL edge lighting, flush mounted centerline lights, taxiway lead-off lights, and CAT-II lighting system
- Springer Municipal Airport new LED runway lighting system
- Fiber optic trunk & distribution, Double Eagle II
- Los Alamos Airport Runway 9-24 MIRL replacement
- Cannon Air Force Base MALSR
- Airfield and runway lighting design for Belén Alexander Airport, Santa Fe Municipal Airport, Angel Fire Airport, Albuquerque International Sunport, Las Cruces International Airport, Moriarty Municipal Airport and Cavern City Terminal Airport

- Airfield lighting upgrades for Gallup Municipal Airport, Santa Fe Municipal Airport and Tucumcari Municipal Airport.
- AWOS for Las Cruces International Airport, Soccoro Municipal Airport, Moriarty Municipal Airport, Belén Alexander Airport, Angel Fire Airport, Artesia, Sierra Blanca Regional Airport, Grant County, Alamogordo/White Sands, and Spaceport America
- Rent-A-Car Facility remodel, Albuquerque International Sunport
- Customs Office Renovations, Albuquerque International Sunport
- Lea County Hobbs, ARFF Facility

Maintenance and Updates of DBE Plans

Anticipated KLVS Projects: Prepare DBE Program and Project-specific DBE Goals

As the City knows, DBE program preparation, annual goal submittals and annual accomplishment reports are required for airports that participate in FAA funding. Our staff assists airports in developing the programs, getting FAA approval for the programs, preparing and submitting 3-year goals on specific projects and submitting annual accomplishments to the FAA. Additionally, FAA requires that a public meeting be held to present information on how project specific goals are established. We have prepared agenda and presented at these public meetings for our airport clients. Our staff has an established close working relationship with the FAA Civil Rights Office and has been successful in completing and submitting all the required DBE information to its satisfaction.

Wildlife Hazard Survey and Plan

Anticipated KLVS Projects: Install Wildlife Fence Molzen Corbin's proposed project team has completed wildlife fence projects at Angel Fire, Raton, and earlier this year at Hobbs Lea County, to help minimize wildlife incursions on the active airfield. Water crossings were incorporated into each of these projects as well as cattle guard and access gate improvements. Our employees even assisted in removing antelope from the Raton Airport.

Airport GIS

Anticipated KLVS Projects: Airport GIS

Hand in hand with the ALP update, we recommend that the City take the opportunity to develop an airport GIS for the facility. FAA is requiring digital submittals more and more and "digitizing" the airport layout plan, utilities, lighting circuits and topography would assist in those submittals, but also provide an opportunity to update the as-built drawing of the airport in one easily retrievable and transferable format. Molzen Corbin has assisted the City of Albuquerque in the preparation of electronic airport GIS for both the Albuquerque International Sunport and the Double Eagle II Airport.

References

The best proof of our reputation, professional integrity, competence, and knowledge lies with our clients. Below is a list of our current airport projects. We invite the City of Las Vegas to contact these clients or any of our clients to verify the outstanding level of services that we provide.

Lea County Airports

Contact: Mr. Corey Needham, Assistant County Manager – Operations, (575) 605-3497

Hobbs

- HOB Terminal Expansion
- New ARFF Building Replacement
- Runway 12-30 Design
- · RSA Environmental Assessment
- Drainage Master Plan
- · High Game Fence Design

Jal

- · Pavement Maintenance
- · Fuel Farm Environmental Assessment
- Gates, Fencing, Roadway, and Hangar Environmental Assessment

Lovington

Apron Reconstruction

- · Pavement Maintenance
- Fuel Farm Environmental Assessment
- · Gates/Fencing Environmental Assessment

Albuquerque International Sunport

Contact: Mr. Jim Hinde, Aviation Director, (505) 244-7725

- ACE Site Development Plan for Subdivision LS Portion
- Traffic Sign Rehab and Wayfinding Analysis
- · Airport Master Plan
- · Spirit Drive Reconstruction
- Terminal Ramp Reconstruction
- Snow Barn Design and Construction Phase
- Taxiway A Reconstruction, two phases
- GA Parking Lot Reconstruction
- Sunport IV Pavement Renovations

Angel Fire Airport

Contact: Ms. Mary Lou Kern, Colfax County Manager, (575) 445-9661

- Action Plan Update
- Angel Fire Runway Rehab Construction Phase
- · Angel Fire Airport Hangar Area Taxiways Construction Phase
- High Game Fence Design

Belén Alexander Municipal Airport

Contact: Ms. Leona Vigil, City Manager, (505) 966-2733

- Crosswind Runway Design
- · Belen Alexander Fuel Farm

Cavern City Air Terminal

Contact: Ms. Sherri Chandler, Airport Manager, (575) 887-3060

- Airport Masterplan
- · Airport Standards Regulations and Charges
- Air Service Study
- · High Game Fence Replacement Design

Moriarty Municipal Airport

Contact: Mr. Bob Hudson, Airport Manager, (505) 832-5072

- Taxiway A Reconstruction
- · Pavement Maintenance
- Terminal Ramp Reconstruction
- Action Plan Update
- Airport Hangar Area Taxiways
- · Crosswind Runway Design

NMDOT/Aviation Division

Contact: Ms. Jane Lucero, Airport Development Administrator, (505) 244-1778

New Mexico Airport System Plan Update-2014 (Coffman Associates and Molzen Corbin team effort)

F. Capability to Meet Schedules and Deadlines



Ability to Meet Schedules

Our decades of airport project experience with various communities throughout the State—and our ongoing communication with airport managers and their municipal staff—enable us to respond quickly and efficiently to tight schedule requests (see Figure 7 on the next page).

An important part of receiving funding from the FAA and the NMDOT-AD is meeting their schedules and deadlines. **Molzen Corbin has never missed a funding deadline or opportunity on any of our airport projects.** In today's FAA funding climate, it is important to be ready when grants become available.

Our ability to meet difficult schedules is best exemplified by two ARRA-funded projects: Taxiway F in Santa Fe and Runway 4-22 at Albuquerque's Double Eagle II. The ARRA bill was signed on February 17, 2009. Design of these two projects had to be completed by May 1 and bids opened and a grant executed by June 17, 2009. Both projects were done to capture the grants. In addition, ARRA reporting requirements demanded that reimbursements be made every 30 days, reporting requirements (hours worked, expenses incurred) submitted every 30 days, and all FederalReporting.gov reporting be completed by October 10, 2009. The Molzen Corbin team met all of these deadlines ahead of schedule. Molzen Corbin managed two of the three ARRA-funded airport projects in New Mexico.

Another example of our ability to meet schedules was exemplified by our staff in late 2008. The Santa Fe Municipal Airport was to receive funds for a new ARFF building, provided design was completed in time, bids opened, and a contract executed. This complex, three-bay fire station was completed in only three months in late 2008, and bids were received just in time for the grant deadline. This \$2.3 million building is now complete. The grant was executed only because the design was done on an accelerated schedule.

Selection Criteria Addressed

- · Capability to Perform All Aspects of Project
- Quality of Previous Airport Projects Undertaken
- Ability to Meet Schedules Within Budget
- Quality of Previous Airport Projects Undertaken

Control of Costs

Control of construction costs is critical to a project's success. Although we cannot control the inflationary costs that affect labor and construction materials, we pride ourselves in assisting our clients to control costs to the maximum extent possible. (See Figure 8 on the next page). In 57 years of experience, we have successfully implemented the following strategies and tactics to successfully control costs:

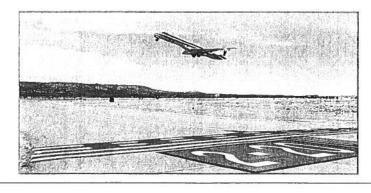
- Produce an Excellent Set of Plans—This is
 the most important item in receiving a fair bid
 and avoiding construction change orders. It is
 essential that the contract documents are clear
 about what is expected from the contractor.
- Communicate Throughout Design and Construction—Communication with the client and the contractor throughout design is integral to cost control. We establish a budget early on and use milestone meetings to communicate design progress and estimated costs. We also hold meetings throughout the construction phase to proactively address and mitigate issues that could result in change orders.
- Use Design Team to Manage Construction— Having the design project manager continue to manage construction helps ensure that the contractor complies with all details in the contract documents.
- Field Anticipation by Construction
 Observer—When the construction observer is
 proactive in monitoring construction activities,
 they can help anticipate and possibly mitigate
 any conflicts that can be avoided prior to
 construction. This prevents unnecessary change
 orders, saving costs.

Project	Original Design Schedule	Accelerated Design Schedule	Comments
Runway 8-26 Reconstruction, Albuquerque International Sunport, 2006	14 months	7 months	At owner's request, accelerated schedule to capture FAA funding opportunities.
Runway 4-22 Reconstruction, Double Eagle II Airport, 2009	10 months	4 months	Stimulus funding required accelerated schedule.
Taxiway F, Santa Fe Municipal Airport, 2009	6 months	4 months	Stimulus funding required accelerated project schedule.
Aircraft Rescue and Firefighting Building, Santa Fe Municipal Airport, 2008	8 months	4½ months	Accelerated design to capture funding made available by the FAA.

Figure 7. Molzen Corbin has a strong track record of successfully meeting tight schedules to capture project funding.

Project	Estimate	Low Bid	Final Cost
Lea County Regional Airport Runway 12-30 Reconstruction	\$6,114,000	\$5,716,906	\$5,596,206
Lea County Regional Airport High Game Fence	\$865,100	\$829,853	\$797,215
Jal Municipal Airport Security Fencing & Electronic Gates	\$92,101	\$68,111	\$68,111
Lovington Airport Security Fencing	\$178,637	\$1351,87	\$135,187
Lovington Apron Reconstruction	\$527,998	\$481,800	\$535,179
Zip Franklin Airport Fencing & Electronic Gates	\$178,638	\$135,187	\$146,673
Raton High Game Fence	\$679,855	\$266,967	\$275,907
Raton Runway Strengthening	\$3,027,548	\$2,936,228	\$2,617,528
Raton Runway 2-20 Extension & New LED MIRL	\$4,509,064	\$3,289,005	\$2,990,600
Sunport Terminal Apron Reconstruction Phase II	\$11,129,419	\$10,564,796	\$10,612,449
Belen Lighting Upgrade	\$249,257	\$165,271	\$177,620
Angel Fire RW Overlay	\$533,666	\$431,741	\$473,763
AEG RW 4-22	\$5,963,103	\$5,227,533	\$4,553,580
SAFTWF	\$1,150,587	\$905,999	\$785,535
SAF East Apron	\$2,373,011	\$1,546,736	\$1,450,852
Socorro AWOS	\$150,000	\$176,397	\$176,397
Socorro Ent. Rd.	\$220,705	\$197,053	\$188,856
Socorro RW 15-33 Reconstruction	\$997,480	\$813,689	\$750,945
SAF Taxiway A and C Reconstruction	\$2,689,386	\$2,273,579	\$2,500,000
SAF Taxiway A Phase II	\$2,508,684	\$1,807,620	Under construction
SAF Runway 10-28 MIRL	\$407,942	\$400,195	Under construction
SAF Taxiway F Extension	\$1,799,850	\$1,306,799	\$1,309,868
SAF Runway 2-20 MIRL Replacement	\$804,049	\$469,662	\$488,245

Figure 8. Molzen Corbin's recent cost-estimating success.



OFFEROR INFORMATION

OFFEROR: MOLZEN CORBIN
AUTHORIZED AGENT:Adelmo Archuleta, PE
ADDRESS: 2701 Miles Road, SE
TELEPHONE NUMBER: (505) 242-5700
FAX NUMBER: (_505) _ 242-0673
DELIVERY: August 8, 2017
STATE PURCHASING RESIDENT CERTIFICATION NO.: L1340229584
NEW MEXICO CONTRACTORS LICENSE NO.: N/A
SERVICE (S): PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF LAS VEGAS MUNICIPAL AIRPORT
THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.
AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL
STATE OF NEW MEXICO
COUNTY OF BERNALILLO ss
Adelmo E. Archuleta, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.
aster Calondon
Signature
Subscribed and sworn to before me, this Sthood day of Hugust, 20 17.
(SEAL) Rotary Public Signature My Commission Fraise
OFFICIAL SEAL Teresita I. Gallegos NOTARY PUBLIC STATE OF NEW MEXICO My Commission Expires: 2/6/3/2/

NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
- "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.
- "Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:	
Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(The above fields are unlimited in size)	
Signature	Date
Title (position)	
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOTA (\$250) WERE MADE to an applicable public official in	by me, a family member or representative
Signature Signature	August 7, 2017 Date
·	Date
President & Owner, Molzen Corbin Title (Position)	

Qualifications Evaluation Summary City of Las Vegas/Public Works Department Engineering Services for the Las Vegas Municipal Airport

Reviewer	Armstrong Bo	hannan	Delta	MolzenCorbin
Daniel Gurule	171	183	191	191
John Aragon	160	118	136	188
Veronica Gentry	174	183	190	200
TOTALS	505	484	517	579
CIDAA #4	04-l			
FIRM #1	MolzenCorbin	1		
FIRM #2	Delta			
FIRM #3	Armstrong			
FIRM #4	Bohannan			

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/31/17 DEPT: Public Works/Airport MEETING DATE: 09/20/17

ITEM/TOPIC: Resolution No.17-32 authorizing submission of application for Airport Aid to the Federal Aviation Administration (FAA) and obligation of sponsoring matching funds. The project shall consist of purchase of snow removal equipment for the Las Vegas Municipal Airport. Total Project Cost = \$560,500, State Match = \$28,025, City Match = \$28,025, Federal Grant = \$504,450.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 17-32.

BACKGROUND/RATIONALE: As part of the Aviation Division Grant Agreement criteria for the Federal Aviation Administration (FAA) program, a Resolution of Support is required from the local governing body assuring sponsor matching funds and authorization to accept the grant. In complying with the criteria, staff is requesting that this Resolution be approved for the purchase of snow removal equipment. Budgetary provisions will be made in the Public Works budget during the 2017/2018 fiscal year cycle.

STAFF RECOMMENDATION: Approval of Resolution No. 17-32.

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 GURULÉ-GIRÓN

MAYOR

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS, NM RESOLUTION NO. 17-32

A resolution authorizing submission of an Application for Airport Aid to the Federal Aviation Administration (FAA) and obligation of Sponsor matching funds, and authorization to accept the resulting Grant offer. The project shall consist of the purchase of snow removal equipment for the Las Vegas Municipal Airport.

WHEREAS; the governing body of the City of Las Vegas, New Mexico is applying to the Federal Aviation Administration for 90.0% assistance toward the project through the Airport Improvement Program (AIP) which FAA commitment can not be formally made until a grant offer is made and accepted, and is anticipating 5.0% assistance from the NMDOT – Aviation Division, and time is of the essence to secure the FAA funding and

WHEREAS; the project is within the City of Las Vegas jurisdiction, and is necessary for the public good and convenience and is to serve the users of the Las Vegas Municipal Airport and

WHEREAS; the City of Las Vegas is committed to appropriating funds to match the remaining 5.0% of the project cost in accordance and consistent with the regulations and policies governing the FAA- AIP program and the NMDOT – Aviation Division grant conditions.

NOW THEREFORE, BE IT RESOLVED; that the governing body of the City of Las Vegas hereby adopts and approves this resolution and authorizes the Mayor of the City of Las Vegas to execute all documents related to the project and directs staff to take actions necessary to implement and fund this resolution and project.

PASSED, APPROVED, AND ADOPTED THIS	DAY OF SEPTEMBER, 2017.
	CITY OF LAS VEGAS
ATTEST:	Mayor
Casandra Fresquez, City Clerk	

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/08/17

DEPT: Police

MEETING DATE: 09/20/17

ITEM/TOPIC: Approval/Disapproval to apply for Grant Funds through the Department of Public Safety for the Las Vegas Police Department.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to apply for funds.

BACKGROUND/RATIONALE: The Las Vegas Police Department respectfully requests permission to apply for funding through the Department of Public Safety to increase operations in the Street Crimes Unit and for the upkeep of the Department's undercover vehicles.

STAFF RECOMMENDATION: Requesting approval to apply for funding through the Department of Public Safety.

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. MONTANO

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRON

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

COVER SHEET

APPLICANT AGENCY:	Name of Agency City of Las Vegas Police Department
AIT DEATH AGENCY.	Mailing Address 318 Moreno St.
	County, City, State, Zip San Miguel, Las Vegas, NM 87701
	Name & Title Juan Montano, Chief of Police
APPLICANT AGENCY CONTACT:	Phone (505) 426-3146
	Juan_montano@ci.las-vegas.nm.us
	Name & Title Eric Padilla, Commander
PROJECT DIRECTOR:	Phone (505) 429-6248
	epadilla@ci.las-vegas.nm.us
	Organization Name City of Las Vegas
APPLICANTS FISCAL AGENCY:	Mailing Address 1700 N. Grand Ave.
	County, City, State, Zip San Miguel, Las Vegas, NM 87701
	Name & Title Ann Marie Gallegos, Finance Director
FISCAL AGENCY CONTACT:	Phone (505) 426-3251
	amgallegos@ci.las-vegas.nm.us
	Name & Title Ann Marie Gallegos, Finance Director
FISCAL AGENCY AUTHORIZED OFFICIAL:	Phone (505) 426-3251
	amgallegos@ci.las-vegas.nm.us
FISCAL AGENCY DUNS #	627298516
PROJECT TITLE	City of Las Vegas Street Crimes Unit
	San Miguel
NM COUNTY/COUNTIES SERVED:	
·	
CONGRESSIONAL DISTRICT:	NM - 003
	MINI - 003
	[7], e.c [7]=, ^=
BJA PROGRAM PURPOSE AREA(S):	Law Enforcement Education & Training
BJA PROGRAM PURPOSE AREA(S): JAG FUNDING REQUEST:	Law Enforcement Education & Training \$ 24,300.00

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

GENERAL PROGRAM OVERVIEW

APPLICANT AGENCY OVERVIEW

The Las Vegas Police Department Street Crimes Unit (SCU) is a dedicated team of Investigators, possibly disguised, undercover officers who mingle in public places using a variety of techniques to detect persons involved in crimes especially those related to narcotics violations, illegal weapons possession, burglary, robbery, assault and battery, other crimes against person(s), as well as the apprehension of dangerous wanted suspects. We have in place a fiscal agent and administrative staff who will be assigned to help fulfill the grant agreement responsibilities. We operate through an established chain of command.

PROBLEM STATEMENT

The City of Las Vegas while only 7.59 miles in radius, has Interstate 25 running through it. We are seeing a rise in property and violent crimes due to the increased availability of methamphetamine and heroin. Our Street Crimes Unit has conducted various impact operations which yielded seizures of narcotics and firearms being transported through the I-25 corridor.

PROJECT DESCRIPTION

The Las Vegas City Police Department SCU will focus their efforts on identifying the prevalent criminal activities in our community. We will continuously work to disrupt activities that threaten our community. We also provide assistance to counties within Region IV through information sharing in regards to drug related and other crimes. Our department also works with other local, state, and federal law enforcement agencies to pursue investigations into larger narcotics, property, and violent crimes. We are committed to working with all federal and state agencies as well as anyone needing our assistance.

RANK FUNDING PRIORITIES

Priority #1	Overtime for Operations	
Priority #2	Confidential Funds	
Priority #3	Vehicle Maintenance	

PROJECT REPORTING & EVALUATION

All statistics are compiled on a monthly basis. We plan to monitor the progress of this program through deterrence. The results of our efforts should decrease the number of property crimes and the number of narcotics that are currently in our neighborhoods.

ALTERNATIVE PLANS (IF NOT FUNDED)

Agents will have to rely on limited agency funding therefore impacting the proactive approach of enforcement on criminal activity.

PROGRAM PARTICIPANTS

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL-TIME	PART-TIME
1	Commander	Las Vegas Police Department	No	Yes	N/A
1	Lieutenant	Las Vegas Police Department	No	Yes	N/A
1	Sergeant	Las Vegas Police Department	No	Yes	N/A
4	Agents	Las Vegas Police Department	No	Yes	N/A
			N/A	N/A	N/A
			N/A	N/A	N/A
			N/A	N/A	N/A
			N/A	N/A	N/A
			N/A	N/A	N/A

COLLABORATIVE PARTNERSHIPS & PARICIPATING AGENCIES

Organization or Agency	Type of Agreement
	Memorandum of Understanding (MOU)

 $^{{\}it *Please include copies of agreements and/or MOU's in application packet}$

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

GOALS AND OBJECTIVES

Goal 1:	Execute Community Impact Operations				
Objective:	Increase the Street Crimes Units presence in neighborhoods to disrupt or deter crime.				
Activity 1 Coord	dinate impact teams to initiate proactive enforcement.				
Activity 2 Estab	olish a network of intelligence on known criminal offenders.				
Activity 3					
Goal 2:	Conduct Narcotic Search Warrants				
Objective: Execute as many narcotic related search warrants as possible through a proactive approach					
Activity 1 Conduct proactive investigations and employ confidential informants to complete the goal.					
Activity 2					
Activity 3					
Goal 3:					
Objective:					
Activity 1					
Activity 2					
Activity 3					

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

PROJECT TIMELINE

Fiscal Year 2017-2018

				į											
Objective #1	Activities	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Expected Completion Date	Responsible Person or Organization
Increase the Street Crimes Unit presence in	Coordinate impact teams to initiate proactive enforcement.			$\overline{\Sigma}$	\sum	$\overline{\mathbf{Y}}$	$\overline{\Sigma}$	$\overline{\Sigma}$	\	>	>	>	$\mathbf{\Sigma}$	09/2018	LVPD Street Crimes Unit
neighborhoods to disrupt or deter crime.	Establish a network of intelligence on known criminal offenders.	>	\sum	>	>		>	>	>	>	$\overline{\Sigma}$	>	>	09/2018	LVPD SCU & Street Officers
Objective #2	Activities	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Expected Completion Date	Responsible Person or Organization
Execute as many narcotic related search	Conduct proactive investigations and employ confidential informant	>	>	\sum		\searrow	\sum		>	>	1	$\overline{\Sigma}$	$\overline{\Sigma}$	09/2018	LVPD Street Crimes Unit
warrants as possible through a proactive															
														,	
Objective #3	Activities	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Expected Completion Date	Responsible Person or Organization

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU (GMB) FY 2017 JAG PROGRAM APPLICATION

BUDGET DETAIL WORKSHEET

1. 200 CATEGORY COSTS -

1a. Personnel - 200 – List each position by title. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. MJTF Coordinator Annual Salary cannot exceed \$60,000 of grant funds provided by the Department of Public Safety.

Name/Position	Salary	Period	% of time	# of Periods	Grant Funds
Officers SCU		Year	25%	4	\$ 15,000.00
		Year	100%		
		Year	100%		
		Year	100%		

1a. Sub-Total Personnel \$15,000.00

1b. Fringe Benefits - 200 – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for those listed in the personnel budget category and only for the percentage of time devoted to the project.

Type of Fringe Category	Base	Rate	Grant Funds
		0.00%	
		0.00%	
		0.00%	
		0.00%	

1b. Sub-Total Fringe Benefits \$ 0.00

Justification Personnel and Fringe Benefits:

Funds will pay overtime benefits for experienced officers to conduct impact operations, search warrants, conduct surveillance, and fugitive apprehension.

Total 200 Category \$ 15,000.00

2. 300 CATEGORY	COSTS					F
2a. Contractual Servand estimated time on justification and prior a	the project. Consul	ch contractor, Itant fees in ex	enter the na xcess of \$65	me, if known, service t 0 per day or \$81.25 pe	o be provided, hour er hour require addit	ly or daily fee, ional
Name of Co Service P		Quantity	Per	Cost Per Unit	Grant Funds	
				2a. Sub-T	otal Contractual	\$ 0.00
					Services	
Justification Contractual	Services:					
				Total 300 (Category \$ 0.00)
3. 400 CATEGORY	COSTS					
3a. Travel - 400 – For grant term. Travel explication of	or Purposes of the Go benses include staff of f travel, if known. Re mbursement of trave	trainings, field gistration Fee I expenses wi	l interviews, a es should be	nter the total budgetary advisory group meeting included in the "Other and by the New Mexico	gs, airfare, lodging, Costs Category'' no	subsistence etc. t the "Travel
Purpose	Location	# of Staff	# of Days	Cost per Staff	Grant Funds	
	In-State					
	In-State					
	In-State					
	In-State			- 140-212		
				3a. 9	Sub-Total Travel	\$ 0.00
Justification Travel:						

3b. Equipment – 400 – List non-expendab \$1,500 or more OR having a useful life of computers, tablets, printers, etc.). Rente Explain how the equipment is necessary for tracking purposes.	more than d or leased	one year, A equipment o	ND any Information Toosts should be listed in	echnology items (the "Contractual" c	e.g., ategory.
Item		Quantity	Cost Per Unit	Grant Funds	
item		Quantity	00311 01 01111		
			3b. Sub-T	otal Equipment	\$ 0.00
Justification Equipment:				···	
Supply Item	Quantity	Per	Cost Per Unit	Grant Funds	
Evidence Collection, Testing & Packagi				\$ 1,800.00	
Ink for Printers				\$ 500.00	:
			3c. Sub	o-Total Supplies	\$ 2,300.00
Justification Supplies: Evidence collection supplies would help agents of and copier for the agents.	collect, test, a	nd process e	vidence from crime scenes	s. The ink is for the d	edicated printers
3d. Confidential Funds – 400 – Confidential Funds – 400 – Confidential Funds – 400 – Confidence for establish the appearance Evidence (P/E) for purchase of evidence a including payments to an informant for specific for specific for experience of the confidence of	e of affluenc nd/or contra	e for underd band, such	cover purposes, within re	easonable limits; P	urchase of
Description	Quantity	Per	Cost Per Unit	Grant Funds	
P/S, P/E, P/I	\$1250.00	quarter		\$ 5,000.00	
			3e. Sub-Total Cor	nfidential Funds	\$ 5,000.00
Justification Confidential Funds:					

To purchase services and evidence towards the prosecution of criminal activity.

3e. Other Costs – **400** – List items (e.g., telecommunication, vehicle maintenance, equipment maintenance, janitorial or security services, registration fees) by major type and the basis of the computation. For example, telecommunication costs, provide number of phone lines, monthly cost, and number of months.

Description	Quantity	Per	Cost Per Unit	
Vehicle Maintenance to include	2000	year		\$ 2,000.00
evidence and enforcement vehicle				
towing				

3f. Sub-Total Other Costs \$ 2,000.00

Justification Other Costs:

Maintenance fees to upkeep older undercover vehicles and vehicles towed that are related to narcotics crimes.

Total 400 Category \$ 9,300.00

BUDGET SUMMARY

Budget Category	Budgeted Grant Funds	% of Total
Personnel Services -200	\$ 15,000.00	61.73%
Fringe Benefits - 200	\$ 0.00	0.00%
200- Category Total	\$ 15,000.00	61.73%
Contractual Services - 300	\$ 0.00	0.00%
300 - Category Total	\$ 0.00	0.00%
Travel - 400	\$ 0.00	0.00%
Equipment - 400	\$ 0.00	0.00%
Supplies - 400	\$ 2,300.00	9.47%
Confidential Funds - 400	\$ 5,000.00	20.58%
Other Costs - 400	\$ 2,000.00	8.23%
400 - Category Total	\$ 9,300.00	38.27%
Total Application Request	\$ 24,300.0	00

OTHER FUNDING SOURCES FOR YOUR JAG PROGRAM:

HIDTA	OCDETF	OTHER:	TOTAL
			\$ 0.00

DEPARTMENT OF PUBLIC SAFETY GRANTS MANAGEMENT BUREAU FY 2017 JAG PROGRAM APPLICATION

PRIOR YEARS' OUTCOMES (ATTRIBUTABLE TO JAG FUNDING ONLY)

JAG ACTUAL OUTPUTS/OUTCOMES

	Enter Type of Measurement	2014	2015	2016	TOTAL	Average
	Cases Generated	34.00	48.00	130.00	212.00	70.67
	Number of Arrests Made	41.00	38.00	108.00	187.00	62.33
—ic salio					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					212.00	0.00
					Y Y	
DRUC	3 SEIZURES (Measurement)-If Applicable	2014	2015	2016	TOTAL	Average
	Cocaine (g)	59.00	18.20	43.40	120.60	40.20
	Crack Cocaine (g)				0.00	0.00
	Ecstasy (D.U.)				0.00	0.00
	Hashish (g)				0.00	0.00
	Heroin (g)	2.00	28.00	36.70	66.70	31.22
	Marijuana (g)	1,122.00	39,105.30	2,550.30	42,777.60	14,259.2
	Marijuana (outdoor) (g)				0.00	0.00
Synt	hetic cannabis (e.g. K2, Spice) (g)				0.00	0.00
	Methamphetamine (g)	6.00	135.50	75.80	217.30	72.43
	Oxycontin (D.U.)				0.00	0.00
	Prescription Drugs (D.U.)			65.00	65.00	21.67
	Psilocybin (D.U.)				0.00	0.00
	Psilocybin (g)				0.00	0.00
Other:	Fentanyl (ml)			2.00	2.00	20.43
Other:	Suboxone Strips (each)			3.00	3.00	1.00
Other:					120.60	0.00
Other:					0.00	0.00

CERTIFICATION:

I hereby certify that the information presented in this application is true and correct to the best of my knowledge. Juan Montano Applicant Agency Contact's Signature **Applicant Agency Contact's Name** 8-21-17 Chief of Police **Applicant Agency Contact's Title** Eric Padilla Program Director's Signature **Program Director's Name** Commander, Street Crimes Unit **Program Director's Title** Tonita Gurulé-Girón Fiscal Agency Authorized Official's Signature Fiscal Agency Authorized Official's Name

Mayor, City of Las Vegas

Fiscal Agency Authorized Official's Title



P.O. Box 659 Mora, NM 87732 Phone (575) 387-2222 Fax (575) 387-6600 E-Mail: glaumbach@countyofmora.com

State of New Mexico County of Mora

Mora County Sheriff's Office P.O. Box 659 Mora, NM 87732 August 21, 2017

Commander Eric Padilla Las Vegas Police Dept. 318 Moreno St Las Vegas, New Mexico, 87701

To Whom It May Concern:

Mora County Sheriff's Office is honored to support the efforts of the Region 4 Narcotics Task Force and Gang Task Unit. We are proud to partner with these Tasks Units and their attempts to deter and eliminate the negative criminal activities that our communities endure.

These Task Force Units have demonstrated their ability to effectively reduce and manage the numerous illegal activities in our regions and have become a strong asset to the Mora County Sheriff's Office. The Task Force Units are always eager to assist our Agency with any and all operations pertaining to these matters, and with their professional training and knowledge, these operations have been a success.

The Mora County Sheriff's Office is a small Law Enforcement Office that relies intensely on their specialized trainings, extensive investigations, resources, and wide-range expertise to target these activities and we strongly encourage the continued support for these Tasks Units. This has become a growing partnership and we look forward to working with The Region 4 Task Force and the Gang Task Unit in the future throughout our County and Region.

Sincerely,

Sheriff Greg M. Laumbach

OFFICE OF THE DISTRICT ATTORNEY

FOURTH JUDICIAL DISTRICT SAN MIGUEL, MORA, GUADALUPE COUNTIES

PLEASE REPLY TO: 🚨

OFFICE OF THE DISTRICT ATTORNEY PO. BOX 2025 1800 NEW MEXICO AVE. LAS VEGAS. NEW MEXICO 87701 TELEPHONE: (505) 425-6746 FAX: (505) 425-9372 1-800-730-7919



DISTRICT ATTORNEY

PLEASE REPLY TO: 📮

OFFICE OF THE DISTRICT ATTORNEY 130 SOUTH 4TH STREET, SUITE 201 SANTA ROSA. NEW MEX!CO 88435 TELEPHONE: (575) 472-3230 FAX: (575) 472-4393

August 21, 2017

Scott Weaver, Secretary
Department of Public Safety
State of New Mexico
Post Office Box 1628
Santa Fe, New Mexico 87504-1628

Re: Region IV Narcotics Task Force

Dear Secretary Weaver:

This letter is to support the efforts of the Region IV Narcotics Task Force and their application for funding.

I represent the Fourth Judicial District which is comprised of the counties of Mora, Guadalupe and San Miguel. As you may be aware, much of the criminal activity that occurs within our communities stems from the sale and abuse of narcotic substances.

We support the mission of the Region IV and the City of Las Vegas Police Department Street Crimes Unit which will assist in narcotics related investigations to disrupt and dismantle drug organizations within our District.

Accordingly, I respectfully request that you look favorably upon the Region IV's application and fund the agency accordingly. If I can be of further assistance please do not hesitate to contact me.

Sincerely

Richard D. Flores District Attorney



San Miguel County Sheriff's Office

Gary Gold, Sheriff

Rock G. Ulibarri Chairman-District I

Arthur J. Padilla Vice Chairman -District 3

Janice C. Varela Commissioner - District 2

Maria L. Martinez Commissioner - District 4

Chris A. Najar Commissioner - District 5

> Vidal Martinez County Manager

August 16, 2017

To New Mexico Department of Public Safety Grants Management Bureau

The San Miguel County Sheriff's office supports the initiative the Region IV Task Force conducts within San Miguel County and the small communities with our drug related cases. San Miguel County Sheriff's office would ask that the Region IV Task Force be awarded grant money applied to help the communities within San Miguel County in our ongoing Crime Prevention, Drug Prevention and the Safety for citizens. Region IV Task Force has the needed resources to assist our office in providing these services to our County.

We would like to thank you in advance for your time and consideration of this project. With the support of the Region IV Task Force we can continue to help our communities with preventing the use of narcotics and the plantains we have seen within the county in the past years.

If you have any questions, please contact me. (505) 429-8348

Sincerely, Kenneth Stumberg San Miguel County, Under Sheriff

XC:File

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/08/17

DEPT: Police

MEETING DATE: 09/20/17

ITEM/TOPIC: Approval/Disapproval to apply for Grant Funds through the New Mexico Attorney General's Office for the Las Vegas Police Department.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to apply for funds.

BACKGROUND/RATIONALE: The Las Vegas Police Department respectfully requests permission to apply for funding from the Attorney General's Office to purchase a property and evidence management system to process and track evidence.

STAFF RECOMMENDATION: Requesting approval to apply for funding from the New Mexico Attorney General's Office.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SU	BMITTED 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. MONTANO

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRON

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

RICHARD TRUJILLO

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Las Vegas City Police Department

318 Moreno St.

Las Vegas, NM 87701

Property and Evidence Management System

The Las Vegas City Police Department would like to purchase an Evidence Management System that would produce a bar code file for the 15,500 plus items we currently have in evidence. At present time, all collection of evidence is conducted manually and this system will keep an accurate count of evidence collected, returned property, and items destroyed. The cost of this software system would be \$28,029.00 and would include the software licenses, professional services to include installation and unlimited training, and the hardware to run this program. The Police Department will provide the cost for maintenance and support renewal after the first 12 months. The Police Department currently serves the citizens of Las Vegas and surrounding areas. We house evidence in trial cases and we also provide a lost and found for the people of our community.

Steve Pacheco
Lieutenant
City of Las Vegas Police Department
steve_pacheco@ci.las-vegas.nm.us
505-426-5998

Beatrice Salazar
Grants Administrator
City of Las Vegas Police Department
bsena@ci.las-vegas.nm.us
505-426-3145

Ann Marie Gallegos
Finance Director
City of Las Vegas
amgallegos@ci.las-vegas.nm.us
505-426-3251

The Las Vegas Police Department is responsible for enforcement of all city and state laws for the City of Las Vegas. Our agency is accredited through the New Mexico Law Enforcement Professional Standards Council. Our department consists of 36 officers that patrol our streets 24/7. Currently they respond to close to 20,000 calls for service per year. They investigate approximately 3000 cases per year. Our evidence section stores anywhere from 15,000 to 16,000 pieces of evidence relating to these various cases. In November 2015, a full inventory of the Evidence Section was ordered by the Chief of Police. This audit took approximately 5 ½ months to complete. During this inventory, there were items dating back to 1987 that were located along with numerous untagged items. This issue could be resolved by having a software system that could produce a bar code for each item and when inventory is conducted it would alert the evidence technician of items that need to be removed or given back to the rightful owner.

We are looking to purchase an Evidence and Property Management System to update our current process of entering evidence and safekeeping manually. This would save our Evidence Technician countless hours and allow him to keep detailed records of property reports, chain of custody forms, owner notification letters, and check out receipts.

Our goal is to provide an efficient evidence management system, that would assist in keeping accurate records of the items in inventory. We would like to purchase this software to better assist our Evidence Technician and the citizens in our community to either recoup their property or dispose of property that is no longer viable. Once the software is purchased and installed, officers would be trained on how to utilize the equipment in order to enter items into evidence.

To assist in obtaining this project, the Police Department currently employs a Grants Administrator who has acquired various equipment for the department, to include updated equipment used in recordings in our interrogation room. She also keeps documentation for all equipment purchased with grant funds, complies with all City regulations that pertain to procurement and has been employed in this position with the department for 8 years.

The City of Las Vegas has provided the Police Department with updated technology such as the current Records Management System that is currently in use to enter calls for service, police reports, arrest records, and citations. The Tyler System also compiles statistics that are relevant to the community such as crime statistics, areas of concern, and types of incidents which occur in our community. The City is currently working on a google based forum that will allow its employees and people in the community to participate in real time transactions such as various staff members working on documents at the same time, and capability of video conferencing.

Members of the Police Department that would be responsible for carrying out this project include: our Evidence Technician, our Grants Administrator, and our Investigations Section. The Grants Administrator would be responsible for procurement of the equipment and keeping records of how many items are initially logged into the management system, how many items are released to owners, and how many items are sent for destruction. She would also maintain a file of the expenditures in relation to this expenditure. The Evidence Technician would be in charge of maintaining the files, ensuring the management system is working properly and keeping detailed records of all transactions coming in and out of the Evidence Section. The Lieutenant

would oversee the program from beginning to the completion of the project and ensure that all updates to the software occur as needed. The Police Chief has committed to providing maintenance and support costs of approximately \$3500 yearly.

In order to evaluate the success of this proposed program, we plan to commit to a two year timeline. Within the first three months, we would work on acquiring the equipment, month four through nine, the Evidence Technician would concentrate on entering evidence and property into the new system, generating reports for review and preparing destruction orders. We also plan to compare time management from the previous manual system to the effectiveness of this new system and evaluate the man hours as well. We plan to track how many items are logged in, released, and destroyed on a monthly basis. Destruction orders will be completed every 9 months after as well.

FY 2018 EVIDENCE PROGRAM APPLICATION

BUDGET DETAIL WORKSHEET

City of Las Vegas Police Department

Professional Services

Name of Contractor & Service			Grant
Provided	Amount	Quantity	Funds
Evidence OnQ	\$13,990.00	1	\$ 13,990
		<u> </u>	\$ -
			\$ -

Sub-Total Professional Services \$

13,990

Justification Professional Services: EvidenceOnQ will provide application configurations, population of user groups and permissions, mapping assistance, remote installation, unlimited training via web conferences and first 12 months of maintenance and support.

Total Category

\$ 13,990

Equipment - Equipment is tangible property valued at \$1,500 or more OR having a useful life of more than one year, AND any Information Technology items (e.g., computers, tablets, printers, etc.).

ltem	Quantity	Grant Funds
Single Database for up to 100,000 records/items	1	\$ -
Data Connection user license	1	\$ -
Custom Tailored Reports/Forms	4	\$ -
Box Tracking Software	1	
Signature Capture Software	1	\$ -
Customized Audit Compliance Report/Form	1	Total for all software licenses & seats
Mobile OnQ software module	1	\$ 17,775
Wireless Bluetooth barcode scanner	1	
Network barcode label printer	1	
Signature Capture Pad	1.	
Handheld Computer with cable	1.	
kit, docking station and loaded		
software		
Rolls of 4x2 thermal transfer labels for barcode printer	4	Total for all hardware

barcode printer	Sub-Total Equipment		_ \$	23,182
Justification Equipment: Hardware and software are r	necessary components for the Evidence Tracking sy	vstem to work to i	ts full	potentia
	BUDGET SUMMARY			
	DODGET SOMMARY			

minus Small Agency Discout

9,143

37,172

13,990

23,182 \$

Only

0%

0%

100%

Total Application Request

Professional Services

Equipment

\$

\$

\$

28,029.00

OTHER FUNDING SOURCES FOR PROGRAM:

LVPD	OTHER	TOTAL
\$3,450	Maintenance & Support after first 12 months	\$ 3,450.00

PROGRAM PARTICIPANTS:

QTY	TITLE/POS.	FULL TIME	PART TIME
*	Evidence Technician	YES	NO
1	Lieutenant	NO	YES
1	Grants Administrator	NO	YES

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/08/17 **DEPT: Police MEETING DATE: 09/20/17**

ITEM/TOPIC: Approval/Disapproval to apply for Grant Funds through the Department of Justice for the Las Vegas Police Department.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to apply for funds.

BACKGROUND/RATIONALE: The Las Vegas Police Department respectfully requests permission to apply for funding through the Department of Justice to purchase equipment for police vehicles and funds for body cameras for the San Miguel County Sheriff's Office.

STAFF RECOMMENDATION: Requesting approval to apply for funding through the Department of Justice.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUB	<u>MITTED TO THE CITY CLERK'S OFFICE NO</u>
LATER THAN 5:00 P.M. ON FRIDAY	ONE AND A HALF WEEKS PRIOR TO THE
CITY COUNCIL MEETING.	M
	CHIEF JUAN F. MONTANO
Araba Husub Hus	
TONITA GURULÉ-GIRON	ANN MARIE GALLEGOS
MAYOR	FINANCE DIRECTOR
	(PROCUREMENT)
Tullth	
RICHARD TRUJILLO	
CITY MANAGER	
PURCHASING AGENT	CORINNA LASZLO-HENRY
(FOR BID/RFP AWARD)	CITY ATTORNEY
	(ALL CONTRACTS MUST BE

REVIEWED)

NO

CITY CLERK RESOLUTION NO.

STATE OF NEW MEXICO

KNOW BY ALL THESE PRESENT

COUNTY OF SAN MIGUEL

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE COUNTY OF SAN MIGUEL, NEW MEXICO

2017 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement made and entered into this 20th day of September, 2017 by and between the County of San Miguel, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as "County" and the City of Las Vegas, acting by and through its governing body, the City Council, hereinafter referred to as "City", both of San Miguel County, State of New Mexico, witnesseth:

WHEREAS, this Agreement is made under the authority of 11-1-1 to 11-1-7, NMSA, 1978; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of both parties that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City and County believe it to be in their best interest to reallocate the JAG funds.

NOW, THEREFORE, the City and County agree as follows:

- Section 1: City agrees to pay County a total of \$5840.50 of JAG funds.
- Section 2: County agrees to use \$5840.50 for the JAG Program before September 30, 2018 towards the purchase of body cameras.
- Section 3: Nothing in the performance of this Agreement shall impose any liability for claims against the City other than claims for which liability may be imposed by the New Mexico Tort Claims Act.

<u>Section 4:</u> Each party to the Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

<u>Section 6:</u> By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF SEPTEMBER, 2017.

City of Las Vegas:	
Tonita Gurulé-Girón, Mayor	
Richard Trujillo, City Manager	
Casandra Fresquez, City Clerk	
	APPROVED AS TO LEGAL SUFFICIENCY ONLY
	Corrina Lazlo-Henry, City Attorney

Edward Byrne Memorial Justice Assistance Grant

JAG Formula Program: Local Solicitation

CFDA #16.738

Program Narrative

Summary

The Las Vegas City Police Department is applying for the 2017 Justice Assistance Grant through the US Department of Justice. We are requesting the amount of \$11,681.00.

The City of Las Vegas is the largest community within San Miguel County. The Police Department seeks funding to equip police units with LED light bars, sirens and dash lights.

Officers are often the first responders to traffic accidents and offense incidents and need reliable vehicles in order to provide a timely response to these situations. It is the goal of the Las Vegas Police Department to ensure our officers have dependable reliable vehicles that ensure officer safety when dealing with emergency situations within our community. One way is to ensure officers are properly outfitted with equipment designed to effectively respond to these situations.

The Las Vegas City Police Department realizes the foremost concern is the protection of human life and welfare but to proceed effectively, the officer himself needs to have a reliable vehicle to ensure he can reach a crash or incident scene.

The Las Vegas City Police Department will utilize the funds to provide equipment to properly outfit our police vehicles with sirens and light bars to respond to instances in a safe manner.

The City of Las Vegas will be the fiscal agent for the grant funds. The Police Department employees a full time Grants Administrator who will be responsible for the distribution of funds, monitoring the award and submitting the required reports through the Grants Management System.

The San Miguel County Sheriff's Office proposes to utilize their funding towards the purchase of body cameras for their deputies. While departments have been using the in-car cameras for years, in the current economy their cost has become a viable tool to maintain the crime-fighting effectiveness of video for a much smaller price. These small cameras range from \$70 to \$900, which is a more palatable cost.

Deputy-worn cameras provide advantages similar to in-car cameras, including protecting deputies from false accusations, collecting evidence for trial and improving community relations. The difference is the body-worn cameras can go wherever the deputy goes, such as into an apartment building or a house and they record what the deputy sees and hears. Deputies can use the cameras for field interviews and victim interviews.

The vision of the Las Vegas Police Department is to reduce the number of violent, narcotics and property crimes within our community and to increase community awareness and foster the development of partnerships.

Our long term objectives are to make our department stronger by reinforcing communication and collaboration, increasing community involvement and awareness, investing in certified officers and identifying resources that current funding levels cannot.

Our major goals to be achieved over the next 1-3 years include:

- *Developing a needs assessment and resource/allocation plan
- *Developing a training and certification needs assessment plan
- *Developing an annual Outreach and Community Awareness Program
- *Increase Street Level Narcotic Operations

We plan to achieve our goals and objectives through partnerships with the 4th Judicial District Attorney's Office, the San Miguel County Sheriff's Office and other agencies throughout the State of New Mexico.

The Las Vegas City Police Department recognizes the disparity with San Miguel County Sheriff's Office. Both agencies have worked together with prior JAG funding and will continue to work together closely under this grant to ensure compliance and data collection.

With these two projects in mind, we respectfully submit this application for funding through the Edward Byrne Memorial Justice Assistance Grant.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/08/17 DEPT: Police MEETING DATE: 09/20/17

ITEM/TOPIC: Approval/Disapproval to accept Law E-911 State Funds.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to accept State funds.

BACKGROUND/RATIONALE: The Las Vegas Police Department respectfully requests permission to accept for funding from the Department of Finance and Administration to operate the E-911 System for the Las Vegas Police Department and the Department of Public Safety District 2 Office.

STAFF RECOMMENDATION: Requesting approval to accept funding from the Department of Finance and Administration.

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.

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CHIEF JUAN F. MONTANO

RÍCHARD TRÚJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY

(ALL CONTRACTS MUST BE

REVIEWED)

Casandra Fresquez

From: Sent: Beatrice Sena [bsena@ci.las-vegas.nm.us] Thursday, September 14, 2017 9:05 AM

To:

cmfresquez@ci.las-vegas.nm.us

Cc:

'Juan Montano'

Subject:

Follow Up on E-911 Agenda Request

Attachments:

Scan0003.pdf

Good Morning Casandra,

Attached is the budget sheets the Mayor requested. The first one is the one that was sent to Ann Marie for DFA approval and was on the consent agenda last night and the second one is what the allotment breakdown is for the City and NMSP that is provided to us from DFA. The only reimbursable costs we incur are for training and per diem, \$200 for interpretive services, and the \$2000 for minor equipment. Since these are pass through funds, \$312,129.00 is paid directly by DFA for the other services incurred. If you have any questions, feel free to contact me and have a wonderful day.

Beatrice Salazar Grants Administrator Las Vegas City Police Department 318 Moreno St. Las Vegas, NM 87701 505-426-3145 505-425-6346 fax

E911 GRANT Line Item 294

		TOTAL FUNDING	97	\$ 324,329.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	ORIGINAL BUDGET ANTICIPATED ROLLOVER	
294-0000-740-72-02	Travel	\$ 6,000.00		
294-0000-740-72-03	Registration	\$ 4,000.00	- \$	
294-0000-740-71-15	Grant Materials	\$ 312,129.00		
294-0000-740-73-05	Professional Services	\$ 200.00		
294-0000-740-75-23	Equipment less than \$500	\$ 2,000.00		
	TOTAL BUDGET	\$ 324,329.00	\$	

New Mexico E-911 Program Grant

Local Government Division

Department of Finance and Administration

Grantee:	City of Las Vegas	Grant Award:	324,329
Address:	318 Moreno Street	Project Number:	18-E-20
	Las Vegas, NM 87701	Grant Period:	July 1, 2017 - June 30, 2018
Telephone:	575-454-1401		
	Number of Funded PSAP Positions:	Las Vegas - 3, DPS Dist 2	2 - 5

Budget Line Items	Total Budgeted Amount
Capital Capita	
E-911 Equipment Upgrades	
Firewall and Router Equipment	-
Dispatch Software	•
Recorder	-
UPS/Generator	-
Capital Subtotal	
Recurring Network/Managed Services	
Voice Network	111,000
Data MPLS Network	27,000
Wireless Cost Recovery	2,200
Recurring Network/Circuit Subtotal	140,200
Recurring Maintenance	
System Maintenance	145,000
Recurring Maintenance Subtotal	145,000
Services/Training	
911 Related Training	10,000
911 Related GIS	3,000
911 Consulting Services	1,924
GIS Consulting Services	22,005
Interpretive Services	200
Minor Equipment	2,000
Services/Training Subtotal	39,129
TOTAL	324,329

212-LO. ... 40 1: 516

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

GRANT AGREEMENT

Project No. 18-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, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the City of Las Vegas and the Department of Public Safety (District 2), which also provides E-911 related services to San Miguel and Mora Counties, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; 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 20, 2017, the State Board of Finance awarded the GRANTEE \$ 324,329 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, 2017**, through **June 30, 2018**.

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 thirty (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 \$ 324,329 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 via 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 <u>Termination Management</u>. 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.
- 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:

Joseph Gallegos

Title:

Interim Communications Specialist

Address:

318 Moreno St.

Las Vegas, New Mexico 87701

Phone: Fax:

505-425-7504 505-425-5046

Email:

jgallegos@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: Fax:

505-827-4804 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:

Authorized Signatory Tructa (hugus - Gir (Type or Print Name)	19V	Date	august 2,007
STATE OF NEW MEXICO))ss. COUNTY OF AN MIGUEL			
The foregoing instrument was acknowled STATE RELIGIONAL. OFFICIAL SEAL SUZETTE N. Rudolp NOTARY PUBLIC STATE OF NEW MEXICOLOGICAL SEAL SEAL SUZETION SEAL SUZETION SEAL SEAL SUZETION SEAL SEAL SUZETION SUZETION SEAL SUZETION SEAL SUZETION SUZETION SEAL SUZETION SEAL SUZETION SEAL SUZETION SEAL SUZETION SUZETION SEAL SUZETION		SUTTOV y Public	August, 2017, by DRUCIOS
DEPARTMENT OF FINANCE AND LOCAL GOVERNMENT DIVISION			8/1/m
By: Rick Lopez, Diffector			Date
STATE OF NEW MEXICO))ss. COUNTY OF SANTA FE)			
The foregoing instrument was acknowled to the control of the contr	30	no	rugust_, 2017, by
OFFICIAL SEAL Shawntae Barela OTARY PUBLIC STATE OF NEW MEXICO Commission Expires:	My Commission Expi	y Public res: 3/14	7070

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/08/17

DEPT: Police

MEETING DATE: 09/20/17

ITEM/TOPIC: Approval/Disapproval to apply for Grant Funds through the Walmart Foundation for the Las Vegas Police Department.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to apply for funds.

BACKGROUND/RATIONALE: The Las Vegas Police Department respectfully requests permission to apply for funding through the Walmart Foundation to purchase promotional supplies to hand out as part of our Community Outreach program.

STAFF RECOMMENDATION: Requesting approval to apply for funding through the Walmart Foundation.

COMMITTEE RECOMMENDATION:

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

CHIEF JUAN F. MONTANO

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRON

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



Our Focus Apply For Grants Associate Scholarships Our Volunteers International Giving

Community Grant Program

LOGOUT

Confirmation of Application Receipt:

Your proposal was successfully submitted to Walmart. No further action on your part is required. A confirmation email will be sent to the email address provided during registration. Please ensure that your email client is not sending email from Cybergrants to a spam or junk email folder.

Please note: Applications are generally reviewed within 90 days of the submission date. Once funding decisions have been made, you will receive a follow up status email.

To print a copy of this completed application go to 'File', then 'Print' on your browser toolbar. Click here to return to the nomecade when you are finished.

Contact Information

* First Name Beatrice

*Last Name Sena

* Contact Title Grants Administrator

* Address 318 Moreno St.

' City Las Vegas

* State New Mexico

* Zip 87701

* Telephone 505-426-3145

* E-mail Address bsena@ci las-vegas nm us

* Contact Type Primary Contact

Program Information

*Grant Type Local Community Contribution

* Program Name Community Grant Program

* Requested Grant Amount \$2,500,00

* International Funding No

* Focus Area Public Safety

You have selected: Public Safety

Agreement

* MOU Applicant's Name Beatrice Salazar

MOU Applicant's Title Grants Administrator

* Acknowledgement of Terms and AGREE

Conditions

Need Support?

CITY COUNCIL MEETING AGENDA REQUEST

DATE: <u>09/05/17</u> DEPT: <u>Utilities Dept.</u> MEETING DATE: <u>09/20/17</u>

ITEM/TOPIC: Purchase of a Camel 900 Sewer catch basin cleaner truck.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to purchase a Camel

sewer catch basin cleaner truck.

BACKGROUND/RATIONALE: The Waste Water Division seeks to purchase a Camel 900 Sewer catch basin cleaner truck. The current camel truck is over 10 years old and is the only truck utilized by the division for maintaining sewer lines. Due to its age and condition, the truck breaks down frequently and the repairs have become costly.

The new truck will allow the division to continue to provide quality service to the customers and the community by maintaining sewer lines, and handling sewer back ups.

The cost to purchase the truck is \$333,875.00. The warranty period will be 1 to 10 years depending on the part of the vehicle. This item has been budgeted for and will be paid out of line item 611-0000-650-8004.

STAFF RECOMMENDATION: Approval to purchase truck.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on September 12, 2017. Their recommendation will be provided at the Council Meeting.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN

MAYOR

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Revised 4/20/16

CITY OF LAB VEGAS 1700 NORTH GRAND AVE. LAS VEGAS, NM 87701

T 505.454,1401 F 505.425,7335 LASVEGASNM.GOV VISITLASVEGASNM.COM

MEMORANDUM

TONITA GURULE-GIRÓN

MAYOR

DAVID ULIBARRI COUNCILOR, WARD 1

VINCE HOWELL COUNCILOR, WARD 2

BARBARA PEREA-CASEY COUNCILOR, WARD 3

DAVID L. ROMERO COUNCILOR, WARD 4 To: Maria Gilvary, Utilities Director

From Ron Lujan, Waste Water Plant Manager

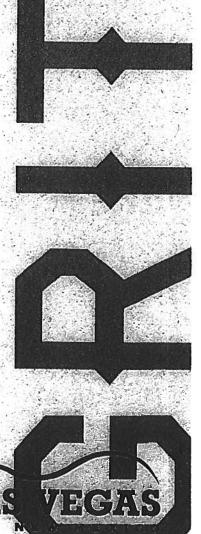
Date: August 23, 2017

Ref: Purchase of a Camel 900

The Waste Water Plant is requesting a new Camel 900, to replace the out dated 2007 Camel. The Waste Water Plant currently has a 2007 Camel that is in need of costly repairs and is constantly in for repairs. This vehicle is the sole source on daily maintaining of sewer lines.

This piece of equipment is vital to maintaining sewer line, sewer backups, problem lines, and quadrants that are scheduled for the weekly maintenance and emergency backups. When the Camel Truck is down and is in the shop for repair there is no way to service the lines or emergency line repairs or respond to residents with sewer backups. The current 2007 Camel will still be used as the secondary service truck since the work load for one truck is a heavy demand and also for emergency calls.

Utilities Director





SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

SUPER PRODUCTS LLC PRICE LIST

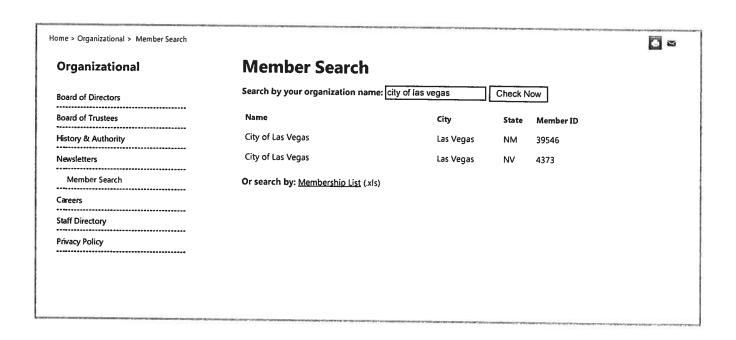
CAMEL 900 SEWER AND CATCH BASIN CLEANER - 9 CUBIC YARD DEBRIS BODY, 1000 GALLON WATER CAPACITY, DUMP UNLOADING

PRICE LIST VALID AS OF March 10th 2017

ALL PRICES IN THIS PRICE LIST ARE NET AND DO NOT INCLUDE SALES TAX, FEDERAL EXCISE TAX OR OTHER LOCAL, STATE, OR FEDERAL TAXES, TARIFFS OR FEES.

PART NUMBER	DESCRIPTION		ONTRACT
	BASE UNIT		
0008777	DUMP TYPE CAMEL 900 / 9 YD (6.8m) COMBINATION SEWER CLEANER		407.600
	Debris body capacity of 9.0 cubic yards	\$	187,603
	Constructed of abrasion and corrosion resistant ¾" thick Exten steel		
	Hydraulic powered open and close, full height and width flat rear door		
	Four (4) mechanical, wedge pin and receiver, hydraulically operated tailgate latches		
	Exterior mechanical liquid level gauge with stainless steel float and rod		
	Body raised with a two stage double acting telescopic cylinder		
	The debris body has a dump angle of 50 degrees		
	Internal debris tank flushing system		
	Vacuum pump direct shaft driven from a heavy duty transfer case		
	An externally mounted, vertical cyclone separator with a 16" diameter clean out		
	Vacuum relief vent door to automatically relieve vacuum		
	Water storage tanks 1000 gallon usable capacity		
	Rotational molded non-cross linked polyethylene construction with ultraviolet stabilizer		
	A single curbside fill system with strainer and 4" air gap		
	The hose reel assembly front mounted with 180 degree manual rotation		
	The hose reel capacity of 1000' of 1" I.D. sewer hose.		
	Reel driven by a double chain, hydraulic drive		
	A containment system enclosing the top ¾ of the hose reel		
	Self-contained air purge system for purging water to prevent freeze-up		
	Advanced logic Can-BUS command and control systems network		
	Power boom with 250 degree hydraulic rotation lockable in any position		
	Boom is equipped with a heavy duty channel reinforced elbow		
	Joy sticks permanently mounted to the operator control station for boom and hose reel functions		
	Hydraulic boom extension of 8', true telescoping tube inside of tube design		
	The operator control center is located at the front of unit		
	Quarter fenders – front and back of rear wheels		
	Safety cone rack complete with 6 - 28" orange cones		
	Urethane paint finish, unit only, white		
	Rear bumper		
	One (1) year warranty, unit module on defects in material and workmanship		
	Ten (10) year warranty, on water tanks, defects in material and workmanship		
	Ten (10) year warranty, on debris tank, defects in material and workmanship		
	Three (3) year warranty, on water pump, defects in material and workmanship		
	Two (2) each operation, maintenance and parts manual		
	VACUUM SYSTEM OPTIONS		
0001854	8" vacuum system, "Roots type PD Model 624, 18" hg. and 3600 cfm	\$	18,007
0002097	Pleated Final Filter Assembly	\$	3,765
		*	2,, 03
0001005	DEBRIS BODY OPTIONS		
0001898	6" diameter rear body drain, knife valve, 10' x 6" fabric drain hose, camlock cap	\$	2,002
0001903	Rear drain vertical standpipe asm	\$	1,052
0001973	Rear splash shield	\$	1,175
0002241	Acculevel radar debris level indicator	\$	4,873
		•	.,

0003310	WATER SYSTEM OPTIONS		
0002210 0002390	80 GPM @ 2000 PSI Water Pump	\$	32,487
0002390	Winter recirculation	\$	864
0002387	Retractable hose reel with live center with 50' x 1/2" hose Hydro Excavation Kit	\$	1,385
0002303	TYGIO EXCAVALIOTI NIL	\$	1,805
	BOOM CONTROL OPTIONS		
0002399	Wired Remote Boom pendant		
		\$	1,521
	HOSE REEL OPTIONS		
3665-40000	400' 1" hose	ė	1 524
9050-00071	Manual level wind	\$ \$	1,534 638
0005224	Hose reel digital counter	\$	637
		•	
0002401	LIGHTING OPTIONS		
0002401 0028251	LED Boom work lights	\$	498
0028231	Cordless Rechargeable hand Held Spotight w/charging station in cab	\$	263
0008146	LED Package 1 - (1) Tailgate beacon omni-directional strobe, (1) Boom beacon omni-directional strobe, Directional arrowstik		
	UI OHOLIK	\$	1,435
	MISC OPTIONS		
0002671	Driverside Toolbox 22"x 14" x 60"		
0002393	Back of Cab vertical tube rack	\$	1,076
		\$	967
	NOZZLE OPTIONS		
6000-02011-6520	1" NPT Chisel Nozzles - 65GPM @ 2000PSI	\$	419
6000-02065-8020	1" NPT Grenade Nozzies - 80GPM @ 2000PSI	\$	926
		•	
9050.00029.0002	SEWER ACCESSORIES 1" standard nozzle extension		
3500-00245		\$	22
	Hose, 50', plastic - Single Jacket Filler Hose Leader Hose 1" x 10'	\$	184
9010-01150		\$	130
9010-01146	Cleaning Lance (For Handgun) w/ Adjustable Nozzle & Handle Handgun rated at 3000 PSI	\$	207
3000-02601	Tigertail Sewer Hose Guide	\$	458
	- Note that hose duite	\$	44
	VACUUM ACCESSORIES		
4510-00245	Fluidizing Suction Tube Nozzle 8" x 24"		200
8500-02842	Serrated Nozzle 8" diameter	\$	200
3000-00824	Supertube Lock ring 6"	\$ \$	80 22
3000-00825	(4) Supertube Lock rings 8"	·	
3500-00205	(4) Gaskets for Supertube O-ring, Gasket 8"	\$	96 12
8510-01373	8" x 36" Supertube - Aluminum	\$	154
8510-01374	(2) 8" x 60" Supertubes - Aluminum	\$	356
8510-01375	8" x 84" Supertube - Aluminum	\$	203
	CHASSIS ORTION ISLIAND DOCUMENT		
	CHASSIS OPTION (SUPER PRODUCTS SUPPLIED CHASSIS IN LIEU OF CUSTOMER SUPPLIED CHASSIS)		
0008266	2018 Model Year Freightliner Model 114SD, 4X2 Axle Configuration, Cummins ISL Engine - 370 Hp, Allison 3000 RDS Auto Trans		
0000200	Truity	\$	94,400
Special Paint	Paint Other than White Consult Factory	,	
	,	\$	-
	Freight	\$	5 000
		Ģ	5,000
	First time buyer discount 9%	\$	(32,624)
		•	,,
	Unit Total FOB Las vegas, NM Ex-Works Transfer at Origin	\$	333,875
			•



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- · Q1 2016 Newsletter

Home > Cooperative Purchasing > Contracts - Fleet > Public Utility & Airport Equipment > Super Products LLC



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information



Vendor Contact Info

Mike Perkins

Direct Phone: 262-796-5925

mperkins@superproductsllc.com www.superproductsllc.com

X

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ADJPA AWARDED

Super Products LLC

Contract#: 022014-SPL

Category: Public Utility & Airport Equipment

Description: Sewer Cleaning and Hydro Excavating Equipment

Maturity Date: 03/18/2018

Since 1972 Super Products LLC has been offering innovative, cost-effective and time-saving equipment including its Supersucker® <u>industrial vacuum</u> loaders, Durasucker® liquid vacuum trucks, Camel® sewer & catch basin cleaners and Mud Dog® hydro excavators.

The company is committed to establishing long-term customer relationships by providing outstanding "afterthe-sale" support including product training, ongoing technical assistance and replacement parts availability.

throughout North America that have dedicated service centers staffed with experienced technicians for repairs, commonly-used parts, consumables and accessories as well as offer the industry's newest equipment inventory maintenance and refurbishment of all makes of vacuum trucks. These facilities also stock a wide assortment of To further support customers, Super Products is continually expanding its operations with new locations available for rent.



LIMITED WARRANTY

LIMITED WARRANTY

(09.29.2014)

Each machine manufactured by Super Products is warranted against defects in material or workmanship for a period of 12 months from the shipment date to the Buyer provided the equipment is used in a normal and reasonable manner and in accordance with all operating instructions. Super Products agrees, at its sole election, to either repair or replace, excluding labor, any parts and components manufactured by Super Products.

In addition, Super Products agrees to provide extended warranties for certain components as indicated below: (Extended warranty periods begin from the shipment date to the original buyer.)

- 10 Years on the debris body and all poly water tanks (from defects in material or workmanship)
- 3 Years on Super Products' single-piston water pump (from defects in material or workmanship)

Super Products does not provide any express or implied warranty to (and Super Products shall not be responsible for)

- Any major components of the equipment that Super Products used in manufacturing or assembling the
 equipment but that Super Products did not manufacture (including, but not limited to, truck engines or any
 component of the chassis, vacuum pump, water pump, and hydraulics, driveline, power takeoff, and transfer
 case). Super Products assigns to the Buyer any warranty extended by the manufacturer of such components.
 Disposition of any warranty claim for such components will be at the sole discretion and remedy of the
 component supplier. Super Products shall have the right of disposal of parts and components that are replaced.
- Normal wear parts including but not limited to, valves, gaskets, light bulbs, filters, oils and fluids.
- Consumable items including but not limited to, vacuum hose, sewer hose, nozzles, and vacuum tubes.
- Normal adjustments and Maintenance services.

This limited warranty does not cover any damage to nonfunctioning or malfunctioning of the equipment, or any components or parts comprising the equipment, due to: (a) any alteration, substitution, misuse or abuse by the Buyer or its agents; (b) their non-compliance with any operator's manual, maintenance manual or warning published by Super Products or the component manufacturer and issued to the Buyer; or (c) their non-compliance with the general standard of reasonable care.

OTHER THAN AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. MORE SPECIFICALLY, THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY.

BUYER ACKNOWLEDGES AND AGREES THAT SUPER PRODUCTS MAKES NO REPRESENTATIONS OR PROMISES, AND THAT BUYER IS NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR PROMISES, REGARDING ANY PERFORMANCE CHARACTERISTICS OR CAPABILITIES OF THE EQUIPMENT OR THE COMPONENTS THEREOF (INCLUDING, WITHOUT LIMITATION, THE INTEGRATION OF SUCH COMPONENTS OR THE COMBINATION IN WHICH SUCH COMPONENTS MAY BE USED), EXCEPT AS EXPRESSLY STATED IN THE DESCRIPTION OF THE EQUIPMENT CONTAINED IN THE ACKNOWLEDGMENT OR OTHER WRITTEN DESCRIPTIONS PROVIDED BY SUPER PRODUCTS.

SUPER PRODUCTS' MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (a) REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT, OR AT SELLER'S OPTION (b) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE. SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY. BUYER ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES SHALL SUPER PRODUCTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR OUT OF THE EQUIPMENT AND THAT SUPER PRODUCTS' LIABILITY, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER, WHICH AMOUNT MAY BE REDUCED DUE TO DEPRECIATION AND DAMAGE BEYOND NORMAL WEAR AND TEAR.

BUYER UNDERSTANDS THAT THE LIMITATION OF SUPER PRODUCTS' LIABILITY RELATING TO THE EQUIPMENT IS A MATERIAL TERM OF THE PARTIES' TRANSACTION.



Bernadette gold <water.bgold@gmail.com>

Wed, Aug 30, 2017 at 3:27 PM

Camel Information for Las Vegas, NM

2 messages

David Haynes < dhaynes@superproductsllc.com>

To: "water.bgold@gmail.com" <water.bgold@gmail.com>

Bernadette,

Please note as outlined in the quote that no tax is included in the quote, but as you noted no tax will be paid. Also note that the freight is included to your facility. The warranty is also included as an attachment.

Best Regards,

David Haynes

Western Regional Manager - Municipal & Industrial

303.960.3302

Super Sucker | Mud Dog | Camel | Dura Sucker

New | Used | Rent to Own

www.superproductslic.com

2 attachments

NJPA 7-31-17 Las Vegas NM Final.pdf 88K

Super-Products-Warranty-9.29.2014.pdf 145K K

David Haynes dhaynes@superproductsllc.com
To: "water.bgold@gmail.com

Wed, Aug 30, 2017 at 3:28 PM

PS

Training is included and should be requested at the time of the order.

From: David Haynes

Sent: Wednesday, August 30, 2017 3:27 PM

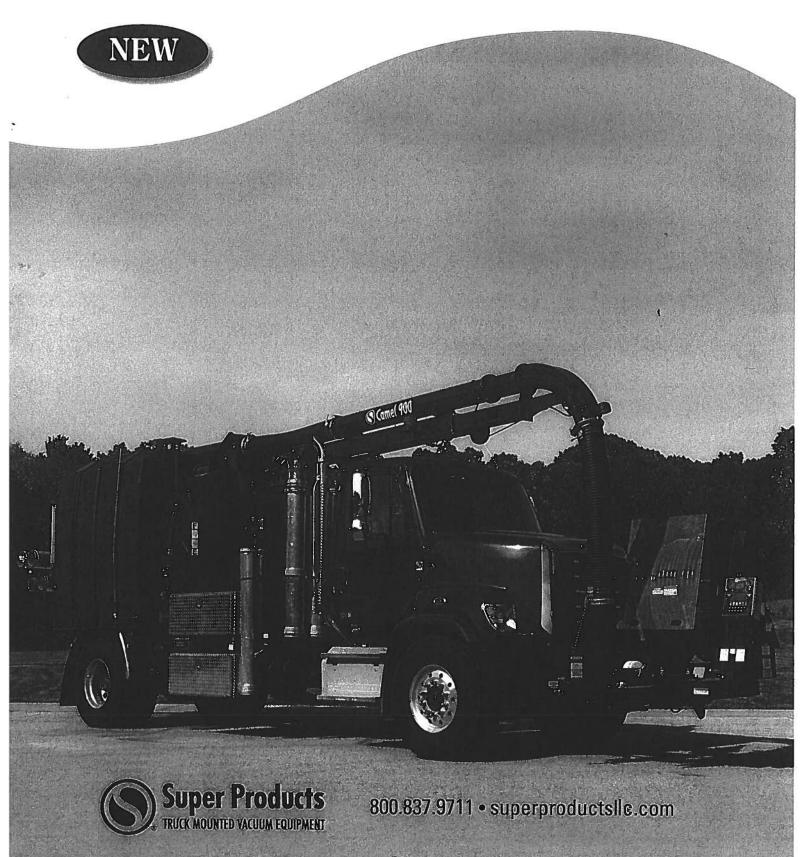
To: 'water.bgold@gmail.com'
Subject: Camel Information for Las Vegas, NM

[Quoted text hidden]

CAMEL® 900



9 YARD SEWER AND CATCH BASIN CLEANER



CAMEL® 900 9 YARD SEWER CLEANER

C POWER BOOM

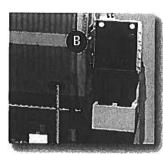
- 8" vacuum system with a heavy-duty, channel reinforced elbow for maximum durability. For easy replacement, the boom elbow is bolted
- Boom capable of 26' reach from centerline of unit; 250° hydraulic worm gear rotation, lockable in any position; 21' (44°) vertical lift; and 3' (19°) downward movement from horizontal position
- 8' hydraulic boom extension is a true telescoping "tube inside of tube" design which will extend and retract without affecting vertical position of the working end. Boom structural support tubes are equipped with ultra high-density polyethylene slides to reduce friction and do not require grease lubrication

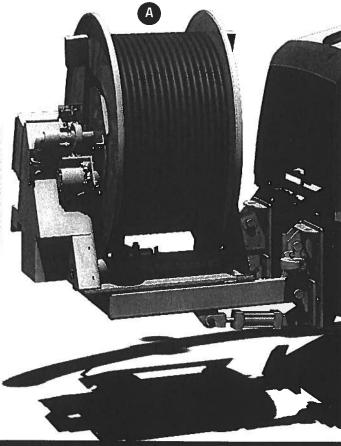
A FRONT-MOUNTED HOSE REEL

- 180° manual rotation facilitates manhole entry and reduces traffic flow interruption. Rotation occurs between the headlights and in a centered position at all times, keeping the operator out of traffic
- Reel capacity of 1000' of 1" hose or 600' of 1 1/4" hose
- For improved water flow efficiency, 1 ¼" plumbing from water pump to reel core
- In addition to using the joy stick, a wireless remote can rotate the reel. Combined with the hands-free automatic level wind system, the wireless remote makes for the easiest front reel unit to operate on the market today

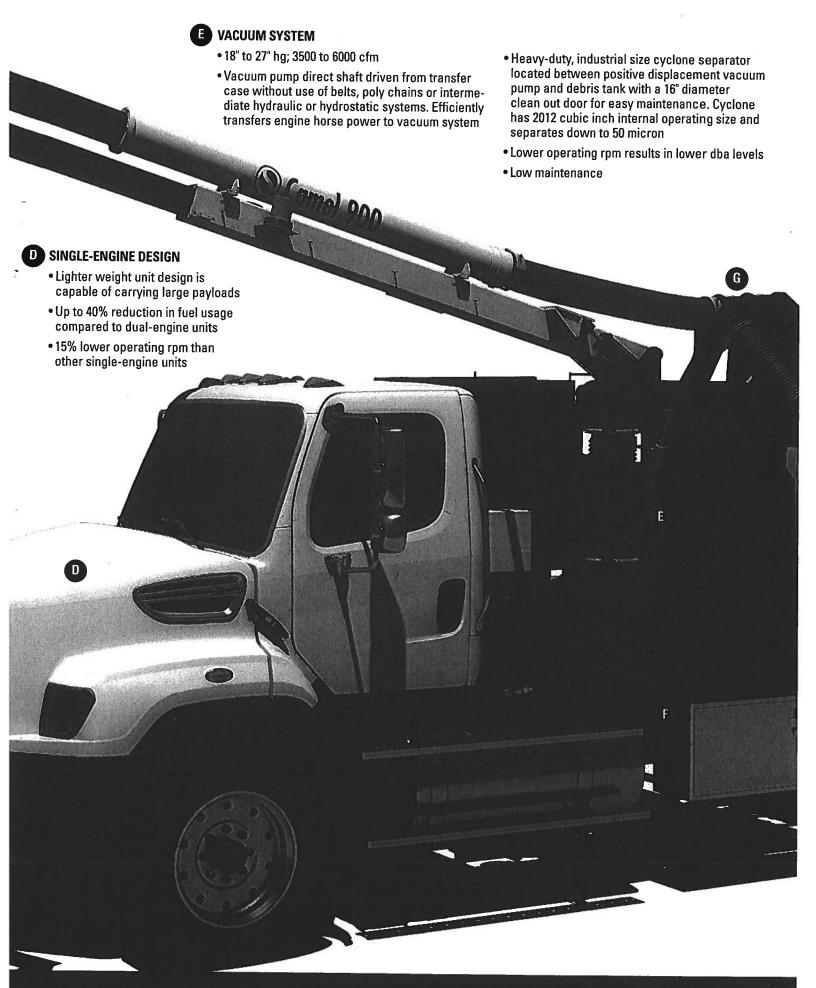
B FRONT- MOUNTED CONTROL PANEL

- Color digital monitor displays sewer hose footage count and offers 10 bank memory
- Six panel rocker control setup engages vacuum/dump-mode, vacuum booster, vent door, winter recirculation and boom lights
- LED panel lights enables readability in dark environments









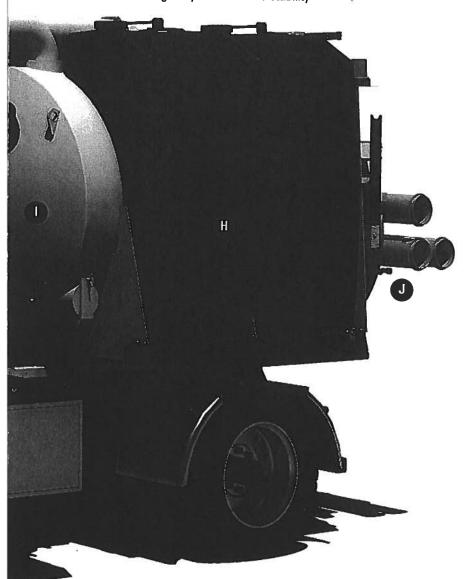
uper Products also offers a 12 yard sewer cleaner $-\,$ the Camel 1200 $-\,$ available w

E WATER PUMP

- Double acting, single piston hydraulic powered water pump offers 1:1 oil to water ratio and rated design capacity of 100 gpm and 3000 psi continuous duty
- Heavy-duty industrial, cast iron groove lock water piping for maximum durability and long lasting life
- Nitrogen-charged accumulators equipped with on/off valve allow operators to selectively activate blockage busting feature
- For easy serviceability, water pump does not have to be removed from chassis and requires only three seals for reassembly

LOW OVERALL HEIGHT

 11' 6" overall height results in unit having a lower center of gravity for increased stability



H WATER TANKS

- Total water capacity of 1000 gallons
- Constructed of non-cross linked polyethylene, a repairable material if tank is ever damaged
- 4" rear mounted, stainless steel crossover enables quick filling of tanks. Replenish 1000 gallon water supply in less than 10 minutes!

DEBRIS COLLECTOR BODY

- Total debris capacity of 9 cubic yards
- Cylindrical-shaped body constructed of abrasion and corrosion-resistant 1/4" Exten steel for added strength
- Four mechanical, wedge-style, hydraulically operated tailgate latches secure rear debris tank door. Latching is accomplished by a single hydraulic cylinder with mechanical linkage, separate from door open-close cylinders. Designed so tailgate will not open if hydraulic power is lost
- Dual make/break connection between debris inlet pipe and boom will compensate for uneven road and ground conditions by way of spring loaded and gasketed mating plates – no more drips and dribbles down the front of the tank.
- Debris inlet pipe constructed of heavy-duty 3/8" thick AR steel bolted to the debris tank and can be replaced without cutting or welding to replace

BODY DUMP DEBRIS UNLOADING

- Unloading method that raises the body up to a 50° angle with a telescopic hydraulic cylinder
- All controls for discharging debris are located curbside of chassis cab



The Camel 900 is available with Super Products' industry exclusive Acculevel®, a radar debris level sensor with digital display at operator station.

CAMEL 900

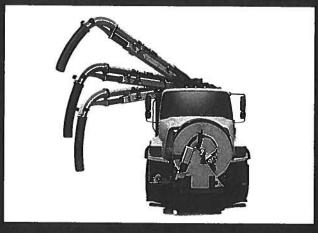
Experience the Excellence

Super Products LLC has been designing, engineering and building sewer cleaners for more than 40 years. That's experience. And while exceptional, the new Camel 900 is no exception when it comes to the rich tradition of Super Products offering municipalities and contractors the best in sewer cleaning equipment.



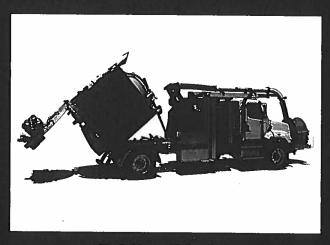
Performance and Capacity Choice

Coupled with superior water jetting and vacuum capability, the Camel 900 offers 1000 gallon water and 9 yard debris capacity to provide continuous, effective sewer cleaning.



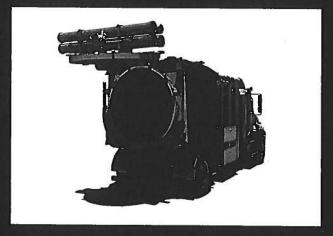
Outstanding Boom Movement

Designed for optimal range, the boom offers 250° rotation, 26' reach, 21' vertical lift and 3' downward pivot to achieve greater work area access and make hose adjustments easier.



Body Dump Unloading

The 900 relies on the popular "tip-to-dump" unloading method. Utilizing the curbside-mounted controls, operators can easily raise the collector body up 50° to thoroughly remove material.



Built to Last

For durability and long lasting life, the 900 features water tanks made of polyurethane — repairable if ever damaged — and a collector body constructed of corrosion-resistant 1/4" Exten steel.

HYDRO EXCAVATING CAPABILITY

Turn your Camel® 900 into powerful hydro excavating unit by specifying an optional package that includes cartridge filters, dig tubes and specially-designed water lances. Utilizing these tools allow operators to safely and effectively expose utility lines, remove debris and clean out a variety of structures, dig in congested spaces and perform many other hydro excavating applications.





CITY COUNCIL MEETING AGENDA REQUEST

DATE: <u>09/05/17</u> DEPT: <u>Utilities Dept.</u> MEETING DATE: <u>09/20/17</u>

ITEM/TOPIC: Resolution No. 17-30 for drinking water loan No. 3624-DW for the Cabin

Site Tank rehabilitation.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of Resolution No. 17-30 for drinking water loan No. 3624-DW.

BACKGROUND/RATIONALE: This funding will allow the City to conduct much needed rehabilitation to the Cabin Site Tank.

The Drinking Water State Revolving Loan Fund has allowed the City \$841,000 in project funding which is \$630,750 (75%) grant and \$210,250 loan (25%). The funding agency requires that the agreement be adopted through resolution.

STAFF RECOMMENDATION: Approval of Resolution No. 17-30.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on September 12, 2017. Their recommendation will be provided at the Council Meeting.

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

CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN

MAYOR

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

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)

ROBERT G. HEYMAN (Of Counsel) 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 TINA MUSCARELLA GOOCH SUSAN M. HAPKA CHRISTOPHER A. HOLLAND WADE L. JACKSON ROBERT J. JOHNSTON JACQUELINE K. KAFKA CHRISTINA M. LOONEY STEVAN DOUGLAS LOONEY KEITH C. MIER
LYNN E. MOSTOLLER
CHARLES J. PIECHOTA
JAY D. ROSENBLUM
FRANK C. SALAZAR
JUSTIN R. SAWYER
ANDREW J. SIMONS
MARIPOSA PADILLA SIVAGE
BENJAMIN E. THOMAS
TIMOTHY R. VAN VALEN
L. CURTIS VERNON

6100 UPTOWN BLVD NE, SUITE 400 ALBUQUERQUE, NEW MEXICO 87110 POST OFFICE BOX 1945 ALBUQUERQUE, NEW MEXICO 87103 505-883-2500 FAX 505-888-6565

150 WASHINGTON AVE, SUITE 210 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 13, 2017

FEDERAL EXPRESS

Ms. Shawni Muniz City of Las Vegas 905 12th Street Las Vegas, New Mexico 87701

New Mexico Finance Authority Loan (3624-DW)

Dear Shawni:

Enclosed are final versions of the documents listed below for the drinking water loan and subsidy from the New Mexico Finance Authority. The documents are dated October 27, 2017, which is the date the loan will close. The signature pages have been marked for execution by the City officials designated.

- 1. **Resolution** for completion of the quorum and vote information on pages 1 and 15, and for signature by the Mayor and City Clerk on marked pages– please seal as well and add the Notice of the meeting and the Agenda as Exhibit A. I only need a copy of this. You may retain the original in your records.
- 2. **Loan and Subsidy Agreement -** for signature by the City Manager, City Clerk and City Attorney please seal as well.
- 3. **General and No Litigation Certificate** for signature by the City Manager and City Clerk please seal as well.
- 4. **Right of Way Certificate** for signature by the City Attorney.
- 5. **Delivery, Deposit and Cross-Receipt Certificate -** for signature by the City Manager and City Clerk please seal as well.
- 6. **Pledged Revenue Certificate** for signature by the City Manager and the Finance Director.

SUTIN THAYER BROWNE A PROFESSIONAL CORPORATION LAWYERS

September 13, 2017 Page 2

7. Form of Attorney's Opinion – for signature by the City Attorney.

Please have each of the signature pages signed and sealed where designated and return all of the documents and signature pages to me by Friday, September 29, 2017.

Thank you for your assistance in this process. If you have any questions, please don't hesitate to call me at (505) 883-3313 or Rita Jennings at (505) 883-3438.

Very truly yours,

SUTIN, THAYER & BROWNE A Professional Corporation

By Stacy Camacho

Paralegal Albuquerque Office

Enclosures 4363801.docx

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF RESOLUTION NO. 17-30 OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO SEPTEMBER 20, 2017

)
) ss.)
overning Body") of the City of Las Vegas, New Mexico (the egular session in full conformity with the law and the rules and at 1700 North Grand Avenue, Las Vegas, New Mexico, being Body for the meeting held on the 20 th day of September, 2017, call, the following members were found to be present:
t:
ב ב

Thereupon, there was officially filed with the City Clerk a copy of a proposed Resolution in final form, as follows:

CITY OF LAS VEGAS, NEW MEXICO RESOLUTION NO. 17-30

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$210,250, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$630,750 FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER SYSTEM IMPROVEMENT PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN 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 AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution, unless the context requires otherwise.

WHEREAS, the Governmental Unit 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 borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in <u>Exhibit "A"</u> to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Resolution and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Resolution have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

Section 1. <u>Definitions</u>. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning 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):

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

"Authorized Officers" means the Mayor, City Manager, Finance Director and City Clerk of the Governmental Unit; and 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 of the Finance Authority.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments. "Closing Date" means the date of execution, delivery and funding of the Loan Agreement authorized by this Resolution.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

"Disbursement" means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Resolution including the Loan Agreement.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" means the Environmental Protection Agency of the United States.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Finance Authority" means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

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

"Governing Body" means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Las Vegas, San Miguel County, New Mexico.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit 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 Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, 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 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 Governmental Unit and remitted to other governmental agencies; and
- (c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

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

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement as shown on the Term Sheet.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on <u>Exhibit "B"</u> thereto.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$630,750. "Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$210,250.

"Maximum Principal Amount" means \$841,000.

"Net Revenues" means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

"NMSA" 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 Governmental Unit 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 Governmental Unit's general fund, liabilities incurred by the Governmental Unit 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.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Resolution and described in <u>Exhibit</u> "A" to the Loan Agreement.

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

"Resolution" means this Resolution No. 17-30 adopted by the Governing Body of the Governmental Unit on September 20, 2017, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.]

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

- Section 2. <u>Ratification</u>. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.
- Section 3. <u>Authorization of the Project and the Loan Agreement</u>. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.
- Section 4. <u>Findings</u>. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:
- A. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.
- B. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.
- C. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.
- D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.
- E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.
- F. Other than as described in <u>Exhibit "A"</u> to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. <u>Loan Agreement - Authorization and Detail.</u>

- A. <u>Authorization</u>. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of \$210,250 and interest thereon, and to accept a loan subsidy in the amount of \$630,750 and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.
- B. <u>Detail</u>. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of \$841,000. The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including <u>Exhibit "A"</u> thereto, which rate includes the Administrative Fee.
- Section 6. <u>Approval of Loan Agreement</u>. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.
- Section 7. <u>Special Limited Obligation</u>. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the

Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

- Section 8. <u>Disposition of Proceeds; Completion of Acquisition and Completion of the Project.</u>
- A. <u>Debt Service Account; Disbursements</u>. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

- B. <u>Prompt Completion of the Project</u>. The Governmental Unit will complete the Project with all due diligence.
- C. <u>Certification of Completion of the Project</u>. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.
- D. <u>Finance Authority Not Responsible for Application of Loan Proceeds</u>. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.
- Section 9. <u>Deposit of Pledged Revenues; Distributions of the Pledged Revenues and</u> Flow of Funds.
- A. <u>Deposit of Pledged Revenues</u>. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest,

Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

- B. <u>Termination on Deposits to Maturity</u>. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Resolution.
- C. <u>Use of Surplus Revenues</u>. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.
- Section 10. <u>Lien on Pledged Revenues</u>. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.
- Section 11. <u>Authorized Officers</u>. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).
- Section 12. <u>Amendment of Resolution</u>. Prior to the Closing Date, the provisions of this Resolution may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. After

the Closing Date, this Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

- Section 13. <u>Resolution Irrepealable</u>. After the Closing Date, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.
- Section 14. <u>Severability Clause</u>. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- Section 15. <u>Repealer Clause</u>. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.
- Section 16. <u>Effective Date</u>. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City clerk, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Resolution shall be in full force and effect thereafter, in accordance with law.
- Section 17. <u>General Summary for Publication</u>. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Summary of Resolution for Publication.]

City of Las Vegas, New Mexico Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 17-30, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on September 20, 2017. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

The title of the Resolution is:

CITY OF LAS VEGAS, NEW MEXICO RESOLUTION NO. 17-30

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$210,250, TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$630,750 FOR THE PURPOSE OF FINANCING THE COSTS OF A WATER SYSTEM IMPROVEMENT PROJECT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN 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 AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Resolution.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Resolution.

PASSED, APPROVED AND ADOPTED THIS 20TH DAY OF SEPTEMBER, 2017.

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

	By Tonita Gurulé-Girón, Mayor
[SEAL]	
ATTEST:	
ByCasandra Fresquez, City Clerk	

[Remainder of page intentionally left blank.]

Governing Body Member Resolution duly seconded by Governing Boo	then moved adoption of the foregoing dy Member
The motion to adopt said Resolution, the following recorded vote:	upon being put to a vote, was passed and adopted on
Those Voting Aye:	
,	
Those Voting Nay:	
Those Absent:	
motion, the Mayor declared said motion c	f the Governing Body having voted in favor of said arried and said Resolution adopted, whereupon the tion upon the records of the minutes of the Governing

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

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

	ByTonita Gurulé-Girón, Mayor
[SEAL]	
ATTEST:	
ByCasandra Fresquez, City Clerk	

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO	
COUNTY OF SAN MIGUEL) SS.
I, Casandra Fresquez, the duly Las Vegas, New Mexico (the "Govern	appointed, qualified, and acting City Clerk of the City of mental Unit"), do hereby certify:
proceedings of the City Council (the Governmental Unit, had and taken at Avenue, Las Vegas, New Mexico, on same relate to the adoption of the Reso Agreement, copies of which are set for	re a true, perfect, and complete copy of the record of the 'Governing Body"), constituting the governing body of the a duly called regular meeting held at 1700 North Grand September 20, 2017, at the hour of 6:00 p.m., insofar as the plution and the execution and delivery of the proposed Loan th in the official records of the proceedings of the Governing action taken has been rescinded, repealed, or modified.
2. Said proceedings were was duly held, and the persons therein	duly had and taken as therein shown, the meeting therein named were present at said meeting, as therein shown.
giving notice of meetings of the Gov	was given in compliance with the permitted methods of erning Body as required by the State Open Meetings Act, 15-4, as amended, including, the Governing Body's Open atly in effect.
IN WITNESS WHEREOF, I h	ave hereunto set my hand this 20th day of September, 2017.
	CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

By.

Casandra Fresquez, City Clerk

[SEAL]

EXHIBIT "A"

Notice and Agenda of Meeting

\$841,000 Maximum Principal Amount

DRINKING WATER STATE REVOLVING LOAN FUND LOAN AND SUBSIDY AGREEMENT

dated

October 27, 2017

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

DRINKING WATER STATE REVOLVING LOAN FUND LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated as of October 27, 2017, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "Finance Authority"), and the **CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO** (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, a portion of the Loan funds made available under this Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan and subsidy from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the "Department") has determined that the Governmental Unit's Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems prior to disbursement of any proceeds of the Loan for construction; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R.

Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the Finance Authority has found and determined that the Governmental Unit is a severely disadvantaged community under the Intended Use Plan in that its median annual household income is \$23,904, which is less than 90% of the State median annual household income of \$44,963, and it has an affordability ratio determined as provided in the Intended Use Plan greater than .015; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

"Aggregate Program Amount" means, with respect to this Loan Agreement, the sum of \$841,000 which amount shall be available for disbursal to the Governmental Unit to pay costs of the Project.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of <u>Exhibit "C"</u> to this Loan Agreement, together with the required supporting documentation set out in <u>Exhibit "C"</u> submitted to and approved by the Finance Authority pursuant to Section 4.2 of this Loan Agreement.

"Authorized Officers" means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director, and the City Clerk thereof; and 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 of the Finance Authority.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to this Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

"Department" means the New Mexico Environment Department.

"Disbursement" means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

"Drinking Water Fundable Priority List" means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Loan Agreement including the Resolution.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" means the United States Environmental Protection Agency.

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

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Finance Authority Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

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

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit 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 Finance Authority establishing accounting principles applicable to the Governmental Unit.

"Governing Body" means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit 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 Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, 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 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 Governmental Unit 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 Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

"Independent Accountant" means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intended Use Plan" means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each disbursement.

"Interest Rate" means the rate of interest on this Loan Agreement as shown on the Term Sheet.

"Interim Period" means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on <u>Exhibit "B"</u> hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B," or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$630,750.

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$210,250.

"Maximum Principal Amount" means \$841,000.

"Memorandum of Understanding" means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

"Net Revenues" means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

"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 Governmental Unit 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 Governmental Unit's general fund, liabilities incurred by the Governmental Unit 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.

"Parity Obligations" means any obligations of the Governmental Unit under this Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA

1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Resolution and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

"Project" means the project(s) described on the Term Sheet.

"Resolution" means Resolution No. 17-30 adopted by the Governing Body of the Governmental Unit on September 20, 2017, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Safe Drinking Water Act" means 42 U.S.C. §§ 300f et seq.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of this Loan Agreement.

"Term Sheet" means Exhibit "A" attached to this Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

"Utility Revenue Bonds" means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Parity Obligations and Subordinated Obligations.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

- Section 2.1 <u>Representations, Covenants and Warranties of the Governmental Unit.</u> The Governmental Unit represents, covenants and warrants as follows:
- (a) <u>Binding Nature of Covenants</u>. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors 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 Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.
- (b) <u>Authorization of Loan Agreement and Readiness to Proceed.</u> The Governmental Unit is a municipality and is duly organized and existing under the statutes and laws of the State, including specifically Sections 3-1-1 through 3-66-11, NMSA 1978, as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.
- (c) <u>Use of Loan Agreement Proceeds</u>. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:
- (i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

- (ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.
- (d) <u>Payment of Loan Agreement Payments</u>. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.
- (e) <u>Acquisition and Completion of Project; Compliance with Laws</u>. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.
- (f) <u>Necessity of Project</u>. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.
- (g) <u>Legal, Valid and Binding Obligation</u>. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.
- (h) <u>Loan Agreement Term</u>. The Loan Agreement Term does not exceed the anticipated useful life of the Project.
- (i) <u>Use of Project</u>. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.
- (j) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan 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 Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.
- (k) <u>Irrevocable Enactments</u>. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the

Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

- (l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority.
- (m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement 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.
- (n) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.
- (o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.
- (p) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one-hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.
- (q) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

- (r) <u>Continuing Disclosure</u>. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.
- (s) <u>Single Audit Act Requirement</u>. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.
- (t) <u>Construction Requirements</u>. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.
- Section 2.2 <u>Protective Covenants Regarding Operation of the System.</u> The Governmental Unit further represents, covenants and warrants as follows:
- (a) Rate Covenant. The Governmental Unit 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 twenty percent (120%) of the maximum annual principal and interest payments due on all outstanding Parity Obligations.
- (b) <u>Efficient Operation</u>. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area of the System.
- (c) <u>Records</u>. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System.

However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.

- (d) <u>Right to Inspect</u>. The Finance Authority, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.
- (e) Audits. Within two hundred seventy (270) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the Finance Authority. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.
- (f) <u>Billing Procedure</u>. 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 Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit regulation, policy or ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Water and sanitary sewer utility services may be billed jointly with each other, provided that each such joint bill shall show separately the water and sanitary sewer utility charges.
- (g) <u>Charges and Liens Upon System</u>. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.
- (h) <u>Insurance</u>. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate

systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.

- (i) <u>Competing Utility System</u>. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.
- (j) Alienating System. While this Loan Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the Governmental Unit may dispose of inadequate, obsolete or worn out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall, for so long as the Governmental Unit has such control, not be deemed a disposition of the System.
- (k) <u>Management of the System</u>. If an Event of Default shall occur or if the Pledged Revenues in any Fiscal Year fail to equal principal and interest due on the Senior Obligations and the Parity Obligations, the Governmental Unit shall retain an independent consultant qualified in the management of water and wastewater utility systems to assist in the management of the System so long as such default continues.
- (l) <u>Competent Management</u>. The Governmental Unit shall employ experienced and competent personnel to manage the System.
- (m) <u>Performing Duties</u>. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as

required by this Loan Agreement and the proper segregation and application of the Gross Revenues.

- (n) Other Liens. Except for any Senior Obligations and Parity Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with or senior to the lien of this Loan Agreement.
- Section 2.3 <u>Representations, Covenants and Warranties of the Finance Authority</u>. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:
- (a) <u>Legal Status and Authorization of Loan Agreement</u>. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the Finance Authority Act. 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 Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.
- (b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.
- (c) <u>No Litigation</u>. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.
- (d) <u>Legal, Valid and Binding Obligations</u>. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

- (a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursal by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.
- (b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.
- Section 4.2 <u>Disbursements</u>; <u>Approval of Payment Requests</u>. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as <u>Exhibit "C"</u> and the supporting documentation required pursuant to <u>Exhibit "C"</u> to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the State Drinking Water Revolving Loan Fund.
- Section 4.3 <u>Expense Fund Deposit</u>. The Finance Authority shall determine the amount of the Expense Fund Component at the time of each payment to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement and deposit such amount to the Expense Fund.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 <u>Loan to the Governmental Unit; Payment Obligations Limited to Pledged</u>
Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental

Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

- Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.
- (a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.
- (i) <u>Payment of Interest Component and Administrative Fee Component</u> during Interim Period.
- (A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.
- (B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.
- (ii) <u>Loan Agreement Payments Following the Interim Period</u>. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:
- (A) Interest and Administrative Fee Components. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.
- (B) <u>Principal Payments</u>. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments

which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

- (iii) Method of Payment. The Governmental Unit shall transfer each month to the Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the Finance Authority shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.
- (b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.
- Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit 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 Governmental Unit, the Finance Authority or its designee, any vendor or any other person, the Governmental Unit 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 Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.
- Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:
- (a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.
- (b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

- (c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).
- (d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.
- (e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.
- (f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.
- Section 5.5 <u>Refunding Obligations Payable from Pledged Revenues</u>. The provisions of Section 5.4 hereof are subject to the following exceptions:
- (a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.
- (b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:
- (i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

- (ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.
- (c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:
- (i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or
- (ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or
- (iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.
- (d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).
- Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.
- Section 5.7 <u>Governmental Unit May Budget for Payments</u>. The Governmental Unit 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 defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 <u>Agreement to Acquire and Complete the Project</u>. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 <u>Disbursements</u>. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of <u>Exhibit "C"</u> attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 <u>Completion of the Acquisition of the Project</u>. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of <u>Exhibit "D"</u> attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 <u>Unrequisitioned Amounts</u>. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

- Section 7.1 <u>Further Assurances and Corrective Instruments</u>. The Finance Authority and the Governmental Unit 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, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.
- Section 7.2 <u>Finance Authority and Governmental Unit Representatives</u>. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.
- Section 7.3 <u>Compliance with Court Orders</u>. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.
- Section 7.4 <u>Compliance with Applicable State and Federal Laws</u>. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:
- (a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.
- (b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.
- (c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

- (d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.
- (e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).
- (f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.
- (g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.
- (h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.
- (i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.
- (j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.
- (k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by

appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.

- (l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.
- (m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of \$2,000 the contract clauses set out in the EPA publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)."
- (n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 <u>First Lien Status</u>. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 <u>Expeditious Completion</u>. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, 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 Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit 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 Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the Finance Authority and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, 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 or its designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

- Section 10.1 <u>Events of Default Defined</u>. Any one of the following shall be an Event of Default under this Loan Agreement:
- (a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or
- (b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying

such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, 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 Finance Authority or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (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 Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or
- (d) A petition is filed against the Governmental Unit 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 to protect the Finance Authority's interests; or
- (e) The Governmental Unit 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 Governmental Unit 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 Governmental Unit 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 to protect its interests.
- Section 10.2 <u>Remedies on Default</u>. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:
- (a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental

Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

- (b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or
- (c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or
- (d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,
- (e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.
- Section 10.3 <u>Limitations on Remedies</u>. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.
- Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as 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 Finance Authority 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 Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. Such waiver shall be effective only if made by 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 Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority 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 Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the Finance Authority employs attorneys or incurs 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 Governmental Unit contained in this Loan Agreement, the Governmental Unit 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 that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

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

If to the Governmental Unit, then to:

City of Las Vegas Attn: Finance Director 1700 North Grand Avenue Las Vegas, New Mexico 87701

If to the Finance Authority, then to:

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

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority 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 <u>Binding Effect</u>. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 <u>Amendments</u>. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b)

of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan 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 Loan Agreement.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, 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 Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 <u>Severability</u>. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay 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 11.6 <u>Execution in Counterparts</u>. This Loan 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 11.7 <u>Assignment by the Finance Authority</u>. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 <u>Compliance with Governing Law</u>. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 <u>Captions</u>. 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 Loan Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on June 22, 2017, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NE	W MEXICO FINANCE AUTHORITY
Ву	Robert P. Coalter, Chief Executive Officer
Prepared for Execution by Officers of the	e Finance Authority:
SUTIN, THAYER & BROWNE A PROFESSIONAL CORPORATION As Loan Counsel to the Finance Authorit	у
By Suzanne Wood Bruckner	
Suzanne Wood Bruckner	
Approved for Execution by Officers of the	ne Finance Authority:
By Daniel C. Opperman, General Co	unsel

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

	By
	Richard Trujillo, City Manager
ATTEST:	
ByCasandra Fresquez, City Clerk	
APPROVED AS TO FORM:	
Corinna Laszlo-Henry, City Attorney Approved as to Legal Sufficiency Only	

EXHIBIT "A"

TERM SHEET

LOAN NO. 3624-DW TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO

Governmental Unit:

City of Las Vegas, New Mexico

Project Description:

Water system improvement project, to include: draining,

cleaning and painting the exterior and interior of the Cabin Site

tank; replacing rafter bolts, cathodic system and related

appurtenances

Pledged Revenues:

Net System Revenues of the Water Fund

Currently Outstanding Parity Obligations for Pledged Revenues:

New Mexico Finance Authority Drinking Water Loans:

No. 2727-DW, maturing in 2034; No. 2878-DW, maturing in 2035;

No. 2910-DW, maturing in 2035;

No. 2911-DW, maturing in 2035; No. 3046-DW, maturing in 2036;

No. 3043-DW, maturing in 2036; No. 3570-DW, maturing in 2038; No. 3622-DW maturing in 2039; and

No. 3623-DW maturing in 2039.

Currently Outstanding Senior Obligations:

None

Currently Outstanding Subordinate Obligations:

New Mexico Finance Authority Water Trust Board Loans:

No. 0197-WTB, maturing in 2031;

No. 0218-WTB, maturing in 2031; No. 0219-WTB, maturing in 2031;

No. 0219-WTB, maturing in 2031;

No. 0286-WTB, maturing in 2031;

No. 0287-WTB, maturing in 2035; and

No. 0317-WTB, maturing in 2036

Authorizing Legislation:

Governmental Unit Resolution No. 17-30 adopted

September 20, 2017.

Closing Date:

October 27, 2017

A-1

Loan Agreement City of Las Vegas, Loan No. 3624-DW Interest Rate:

0.25% (which includes the Administrative Fee)

Maximum Forgiven

\$630,750

Program Fund Component:

Maximum Repayable

\$210,250

Program Fund Component:

Aggregate Program Fund

\$841,000

Amount:

Maximum Principal

\$841,000

Amount:

Subsidy Percent:

The maximum funds available for subsidy are \$630,750

(approximately 75%).

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

BOND DEBT SERVICE

City of Las Vegas 3624-DW, Cabin Site Tank Water Project

Annual Debt Service	Debt Service	Interest	Coupon	Principal	Period Ending
268.65	268.65	268.65			05/01/2018
	262.81	262.81			11/01/2018
525.62	262.81	262.81			05/01/2019
	262.81	262.81			11/01/2019
10,790.62	10,527.81	262.81	0.250%	10,265	05/01/2020
•	249.98	249.98			11/01/2020
10,790.96	10,540.98	249.98	0.250%	10,291	05/01/2021
•	237.12	237.12			11/01/2021
10,790.24	10,553.12	237.12	0.250%	10,316	05/01/2022
	224.22	224.22			11/01/2022
10,790.44	10,566.22	224.22	0.250%	10,342	05/01/2023
	211.30	211.30			11/01/2023
10,790.60	10,579.30	211.30	0.250%	10,368	05/01/2024
	198.34	198.34			11/01/2024
10,790.68	10,592.34	198.34	0.250%	10,394	05/01/2025
	185.34	185.34			11/01/2025
10,790.68	10,605.34	185.34	0.250%	10,420	05/01/2026
	172.32	172.32			11/01/2026
10,790.64	10,618.32	172.32	0.250%	10,446	05/01/2027
	159.26	159.26			11/01/2027
10,790.52	10,631.26	159.26	0.250%	10,472	05/01/2028
	146.17	146.17			11/01/2028
10,790.34	10,644.17	146.17	0.250%	10,498	05/01/2029
	133.05	133.05			11/01/2029
10,791.10	10,658.05	133.05	0.250%	10,525	05/01/2030
	119.89	119.89	0.0700/	10 ##1	11/01/2030
10,790.78	10,670.89	119.89	0.250%	10,551	05/01/2031
*******	106.70	106.70	0.0500/	10 577	11/01/2031
10,790.40	10,683.70	106.70	0.250%	10,577	05/01/2032
10 500 00	93.48	93.48	0.0500/	10.604	11/01/2032 05/01/2033
10,790.96	10,697.48	93.48	0.250%	10,604	11/01/2033
10 500 46	80.23	80.23	0.2500/	10.620	05/01/2034
10,790.46	10,710.23	80.23	0.250%	10,630	11/01/2034
10 700 00	66.94	66.94 66.94	0.2500/	10,657	05/01/2035
10,790.88	10,723.94	53.62	0.250%	10,037	11/01/2035
10 700 24	53.62	53.62	0.250%	10,683	05/01/2036
10,790.24	10,736.62	40.26	0.230%	10,003	11/01/2036
10 700 63	40.26	40.26	0.250%	10,710	05/01/2037
10,790.52	10,750.26 26.88	26.88	0.23070	10,710	11/01/2037
10,790.76	10,763.88	26.88	0.250%	10,737	05/01/2038
10,790.70	13.46	13.46	0.25070	10,757	11/01/2038
10,790.92	10,777.46	13.46	0.250%	10,764	05/01/2039
216,607.01	216,607.01	6,357.01		210,250	

EXHIBIT "C"

FORM OF REQUISITION

RE:	\$841,000 Loan Agreement by and between the Finance Authority and the City of Las Vegas, New Mexico (the "Loan Agreement")			
TO:	New Mexico Finance A 207 Shelby Street Santa Fe, New Mexico Attn: Loan Servicing	·		
LOA	N NO.: 3624-DW		CLOSING DATE: October 27, 2017	
	are hereby authorized to d		ne City of Las Vegas, New Mexico or its payee with ment the following:	
REÇ	UISITION NUMBER:		☐ Interim Request ☐ Final Request	
AM	OUNT OF PAYMENT:	\$		
PUR	POSE OF PAYMENT:			
proof	of payment, e.g. check stu	ıbs, and con	IENT of incurred and paid project expenses. (Attach responding invoices) ENT to vendor or service provider of incurred project	
exper	ases. (Attach invoices)		estrate vender of service provider of medited project	
<u>PAYI</u>	EE INFORMATION			
NAN	ME:			
COl	NTACT NAME:			
	ORESS:			
	ONE NUMBER:			
	X NUMBER:			
E-M	AIL ADDRESS:			

WIRING INFORMATION

BANK NAME:			
ACCOUNT NUMBER:			
ROUTING NUMBER:			
Please indicate if this Business is			
,	MBE (Minority WBE (Women owned N/A		
Entrepreneur) Business	s Entrepreneur) business Entrepreneur)		
(Attach SBE/MBE/WBE Certific	cation)		
	expense mentioned herein is for costs of the Project, is due and of any previous requisition and is a proper charge for requisition		
Each obligation, item of cost or of land or easement.	expense mentioned herein is not for costs related to the purchase		
	the Loan Agreement and the related closing documents remain Las Vegas, New Mexico is not in breach of any of the covenants		
If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Las Vegas, New Mexico understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.			
Capitalized terms used herein, as	re used as defined or used in the Loan Agreement.		
DATED:	By:		
	Authorized Officer		
	(Print name and title)		

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE:	\$841,000 Loan Agreement by and between the Finance Authority and the City of Las Vegas, New Mexico (the "Loan Agreement")		
	Loan N	No.: 3624-DW	
	Closin	g Date: October 27, 20	017
TO:	NEW :	MEXICO FINANCE A	AUTHORITY
	I,	me]	, the of the [Title or position]
City o	f Las V	egas, New mexico, here	eby certify as follows:
	1.	The project described	in the Loan Agreement (the "Project") was completed and
placed	in serv	ice on	, 20
	2.	The total cost of the P	Project was \$
	3.	Cost of the Project pai	id from the Loan was \$
	4.	The portion of the M	laximum Principal Amount unexpended for the Project is \$
	5.	The Project was comp	pleted and is and shall be used consistent with and subject to
the co	venants	set forth in the Loan A	agreement.
parties			deemed to prejudice or affect any rights of or against third certificate or which may subsequently come into being.
			CITY OF LAS VEGAS, SAN MIGUEL COUNTY NEW MEXICO
			By
			Its

\$841,000

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN No. 3624-DW

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

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting City Manager and City Clerk for the City of Las Vegas (the "Governmental Unit") in the County of Sa Miguel and the State of New Mexico (the "State"):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 17-30 adopted on September 20, 2017 (the "Resolution"), unless otherwise defined in this Certificate or the context requires otherwise.

- 1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under the laws of the State, its full name being the "City of Las Vegas."
 - 2. The Governmental Unit was established in the year 1970.
- 3. From at least April 20, 2017 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor:

Tonita Gurulé-Girón

Councilors:

David Ulibarri Vince Howell Barbara Casey David Romero

Finance Director:

Ann Marie Gallegos

City Manager:

Richard Trujillo

City Clerk:

Casandra Fresquez

City Attorney:

Corinna Laszlo-Henry

4. The population of the Governmental Unit is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

- 5. There is no reason within our knowledge and belief after due investigation, why the Governmental Unit may not enter into the Loan Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.
- 6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement. The Loan Agreement has been duly authorized, executed and delivered by the Governmental Unit.
- 7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.
- 8. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution have occurred and are continuing on the date of this Certificate.
- 9. The Governmental Unit 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 Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.
- 10. A. 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 Agreement or to any of the actions required to be taken by the Resolution or the Loan Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and
- B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.
- 11. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under, any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

- 12. 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, properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.
- 13. None of the events of default referred to in Article X of the Loan Agreement has occurred.
- 14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in the Term Sheet, there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.
- 15. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues, on parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement. The Loan Agreement prohibits the Governmental Unit from issuing additional bonds or other obligations with a lien on the Pledged Revenues senior to the lien of the Loan Agreement without the prior written approval of the Finance Authority.
- 16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program; (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.
- 17. The Governmental Unit 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 Governmental Unit contained in the Loan Agreement and the Resolution are true and correct as of the date hereof.
- 18. The Governmental Unit 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 except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

- 19. To the best of our knowledge and belief after due investigation, neither the Mayor, City Clerk, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit 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.
- 20. Regular meetings of the Governing Body have been held at 1700 North Grand Avenue, Las Vegas, New Mexico, the principal meeting place of the Governing Body.
- 21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. The Open Meetings Act Resolution No. 17-01 adopted and approved by the Governing Body on January 18, 2017 establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution No. 17-01 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Resolution was taken at meetings held in compliance with the Open Meetings Act and Resolution No. 17-01.
- 22. The Mayor and City Clerk, on the date of the signing of the Loan Agreement, and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.
 - 23. This Certificate is for the benefit of the Finance Authority.
 - 24. This Certificate may be executed in counterparts.

[Remainder of page left intentionally blank]

[Signature page follows.]

2017.	WITNESS our signatures and the seal of the Governmental Unit this 27 th day of October,
	CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
	By
[SEAI	ByCasandra Fresquez, City Clerk

\$841,000

DRINKING WATER REVOLVING LOAN FUND LOAN TO THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO BY THE NEW MEXICO FINANCE AUTHORITY LOAN NO. 3624-DW

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Las Vegas (the "Governmental Unit"), a New Mexico 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 Governmental Unit has acquired and presently holds title to or continuous and adequate rights-of-way on public and private lands needed, if any, for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan made by New Mexico Finance Authority (the "Project") 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 Governmental Unit has acquired the 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 public utilities.
- 3. That the attached right of way map(s) and/or plat(s) shows the location and description of all land and rights-of-way needed for the Project, including all lands acquired for the Project by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

4.	Exceptions:	

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Las Vegas, New Mexico as of this 27th day of October, 2017.

Corinna Laszlo-Henry Attorney for the City of Las Vegas 1700 North Grand Avenue Las Vegas, New Mexico 87701

4310904.docx

\$841,000 CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN NO. 3624-DW

STATE OF NEW MEXICO)) ss.	DELIVERY CERTIFICATE AND CROSS-RECEIPT
COUNTY OF SAN MIGUEL	, 55.	OROSS RESERVE
IT IS HEREBY CERTIFII Manager and City Clerk of the City	ED by the under of Las Vegas, N	rsigned, the duly chosen and qualified City New Mexico (the "Governmental Unit"):
caused to be executed and delivered Agreement in the Maximum Principal Governmental Unit and the New Finance Authority, the purchaser of Resolution No. 17-30, adopted "Resolution") relating to the execute 2. The undersigned act the Loan Agreement, is available for of Section 4.2 of the Loan Agreement Authority in substantially the form a	ed a Drinking W pal Amount of \$ Mexico Finance of the Loan Agree by the Governation and delivery knowledge that the disbursement	Governmental Unit executed and delivered or ater State Revolving Fund Loan and Subsidy 841,000 (the "Loan Agreement") between the Authority (the "Finance Authority") to the element, as authorized by Governmental Unit mental Unit on September 20, 2017 (the of the Loan Agreement. The Aggregate Program Amount, as defined in the Governmental Unit pursuant to the terms dission of payment requisitions to the Finance of the Coan Agreement, with supporting and will be used as set forth in the Resolution
WITNESS our hands this 2'	7 th day of Octobe	er, 2017.
	CITY OF LAS	S VEGAS, SAN MIGUEL COUNTY, O
	ByRichar	d Trujillo, City Manager
	Kicilai	a riginio, Oity ividiagoi
[SEAL]		

Casandra Fresquez, City Clerk

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

It is hereby certified by the undersigned, the duly qualified and acting Chief Executive Officer of the Finance Authority, that the Finance Authority has, on the date of this Certificate received from the City of Las Vegas, New Mexico, the Loan Agreement for Project No. 3624-DW

NEW MEXICO FINANCE AUTHORITY

Robert P. Coalter, Chief Executive Officer

4310922.docx

\$841,000 CITY OF LAS VEGAS, NEW MEXICO NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)	
) ss.	PLEDGED REVENUE CERTIFICATE
SAN MIGUEL COUNTY)	

WHEREAS, the City of Las Vegas, New Mexico (the "Governmental Unit") pursuant to Ordinance No. 13-05 adopted on May 15, 2013 (the "2727-DW Ordinance"), executed and delivered an Amended and Restated Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2727-DW Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$1,000,000. The 22727-DW Loan Agreement is payable from a lien on the distribution of Net Revenues of the Governmental Unit's Water Utility System (the "Pledged Revenues").

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-08 adopted on May 15, 2013 (the "2878-DW Ordinance"), executed and delivered an Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2878-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$1,600,000. The 2878-DW Loan Agreement is payable from a lien on the distribution of Net Revenues of the Governmental Unit's Water Utility System the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-06 adopted on May 15, 2013 (the "2910-DW Ordinance"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2910-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$1,222,100. The 2910-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Ordinance No. 13-07 adopted on May 15, 2013 (the "2911-DW Ordinance"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "2911-DW Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$1,222,757. The 2911-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 14-28 adopted on May 20, 2014 (the "3043-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3043-DW Loan Agreement") between the Governmental Unit and the Finance Authority in the aggregate principal amount of \$888,800. The 3043-DW Loan Agreement" is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Resolution No. 14-29 adopted on May 20, 2014 (the "3046-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3046-DW Loan Agreement") between the Governmental

Unit and the Finance Authority, in the aggregate principal amount of \$174,730. The 3046-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 16-39 adopted on October 19, 2016 (the "3570-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3570-DW Loan Agreement") between the Governmental Unit and the Finance Authority in the aggregate principal amount of \$151,500. The 3570-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 17-13 adopted on May 17, 2017 (the "3622-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3622-DW Loan Agreement") between the Governmental Unit and the Finance authority in the aggregate principal amount of \$600,000. The 3622-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 17-14 adopted on May 17, 2017 (the "3623-DW Resolution"), executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement (the "3623-DW Loan Agreement") between the Governmental Unit and the Finance authority in the aggregate principal amount of \$354,000. The 3623-DW Loan Agreement is payable from a lien on the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 17-30 adopted on September 20, 2017 (the "3624-DW Resolution"), intends to execute and deliver on the date hereof its New Mexico Finance Authority Drinking Water State Revolving Fund Loan and Subsidy Agreement in the aggregate principal amount of \$841,000 for the purpose of water system improvements (the "3624-DW Loan Agreement") payable from the Pledged Revenues, as set forth in the 3624-DW Loan Agreement;

WHEREAS, Section 5.4, the "Additional Parity Obligations Payable from Pledged Revenues" of the 2727-DW Loan Agreement, the 2878-DW Loan Agreement, the 2910-DW Loan Agreement, the 2911-DW Loan Agreement, the 3043-DW Loan Agreement, the 3046-DW Loan Agreement, and the 3570-DW Loan Agreement (collectively, the "Parity Loan Agreements") provides as follows:

"Section 5.4. Additional Parity Obligations Payable From Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

- (b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.
- (c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred thirty percent (130%), of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).
- (d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.
- (e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.
- (f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement.

WHEREAS, the 3622-DW Loan Agreement and the 3623-DW Loan Agreement impose the same limitations on additional parity obligations as the Parity Loan Agreements, but utilizes a coverage limitation in the amount of one hundred twenty percent (120%) instead of one hundred thirty percent (130%).

* * *

WHEREAS, the combined principal and interest on the outstanding Parity Loan Agreements coming due in each Fiscal Year to their last principal payment dates is as follows:

Parity Loan Agreements Debt Service Requirements

Fiscal Year Ending	Total Payment
2018	\$82,546.00
2019	86,621.00
2020	98,262.00
2021	98,265.00
2022	98,266.00
2023	98,266.00
2024	98,265.00
2025	98,266.00

98,266.00
98,266.00
98,264.00
98,266.00
98,266.00
98,265.00
98,265.00
98,265.00
98,265.00
84,152.00
32,252.00
16,433.00
16,432.00
12,240.00

WHEREAS, the principal and interest on the 3624-DW Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

3624-DW Loan Agreement Debt Service Requirements

Fiscal Year Ending	Principal	Interest	Total Payment
2018	\$0.00	\$268.65	\$268.65
2019	\$0.00	\$525.62	\$525.62
2020	\$10,265.00	\$525.62	\$10,790.62
2021	\$10,291.00	\$499.96	\$10,790.96
2022	\$10,316.00	\$474.24	\$10,790.24
2023	\$10,342.00	\$448.44	\$10,790.44
2024	\$10,368.00	\$422.60	\$10,790.60
2025	\$10,394.00	\$396.68	\$10,790.68
2026	\$10,420.00	\$370.68	\$10,790.68
2027	\$10,446.00	\$344.64	\$10,790.64
2028	\$10,472.00	\$318.52	\$10,790.52
2029	\$10,498.00	\$292.34	\$10,790.34
2030	\$10,525.00	\$266.10	\$10,791.10
2031	\$10,551.00	\$239.78	\$10,790.78
2032	\$10,577.00	\$213.40	\$10,790.40
2033	\$10,604.00	\$186.96	\$10,790.96
2034	\$10,630.00	\$160.46	\$10,790.46
2035	\$10,657.00	\$133.88	\$10,790.88
2036	\$10,683.00	\$107.24	\$10,790.24
2037	\$10,710.00	\$80.52	\$10,790.52
2038	\$10,737.00	\$53.76	\$10,790.76
2039	\$10,764.00	\$26.92	\$10,790.92

NOW THEREFORE, the undersigned do hereby certify as follows:

- 1. We are familiar with the provisions of the 2727-DW Ordinance, the 2878-DW Ordinance, the 2910-DW Ordinance, the 2911-DW Ordinance, the 3043-DW Resolution, the 3046-DW Resolution, the 3570-DW Resolution, the 3622-DW Resolution and the 3623-DW Resolution authorizing the execution and delivery of the Parity Loan Agreement, and with the provisions of the Parity Loan Agreements, and the 3624-DW Loan Agreement.
- 2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.
- 3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.
- 4. The Governmental Unit is not, and has not been in default as to making any payments on the Parity Loan Agreements, nor under any of the covenants or requirements of the Parity Loan Agreements.
- 5. The 3624-DW Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding Parity Loan Agreements.
- 6. The fiscal year immediately preceding the date of the 3624-DW Loan Agreement is the period commencing on July 1, 2016 and ending in June 30, 2017.
 - 7. The Pledged Revenues for the fiscal year ended 2017 are fairly stated at \$1,331,978.
- 8. The combined maximum Aggregate Annual Debt Service Requirements on the Parity Loan Agreements and the 3624-DW Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year 2030 and is \$109,057.10. One hundred thirty percent (130%) of such amount is \$141,774.23.
- 9. The Pledged Revenues of \$1,331,978 (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the 3624-DW Loan Agreement were sufficient to pay an amount representing 130% of the combined maximum Aggregate Annual Debt Service Requirements of \$141,774.23 on the Parity Loan Agreements and the 3624-DW Loan Agreement.
- 10. This certificate is for the benefit of each holder from time to time of the 3624-DW Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the 3624-DW Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the Parity Loan Agreements and the 3624-DW Loan Agreement.

(Signature Page Follows)

WITNESS our hands this 27th day of October, 2017.

CITY OF LAS VEGAS, NEW MEXICO

By_		
	Richard Trujillo, City Manager	
$By_{}$		
	Ann Marie Gallegos, Finance Director	

4310981.docx

[LETTERHEAD OF BORROWER'S COUNSEL]

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority

207 Shelby Street

Santa Fe, New Mexico 87501

Re: City of Las Vegas, San Miguel County, New Mexico

\$841,000 Loan No. 3624-DW

I am the Attorney for the City of Las Vegas, New Mexico, with regard to the above-referenced Loan. I am licensed to practice law and am in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Governmental Unit, City of Las Vegas, New Mexico (the "Governmental Unit"), understanding that the Lender, New Mexico Finance Authority (the "Finance Authority"), is relying on all representations by me on behalf of my client and, but for these representations, the Loan would not be approved.

I hereby certify that I have examined:

- (1) The City of Las Vegas, New Mexico Water Project, Drinking Water State Revolving Loan Fund Application, dated August 5, 2016 and the Finance Authority Board Approval, for Project No. 3624-DW, for the City of Las Vegas, San Miguel County, dated June 22, 2017, relating to the project (herein the "Project"), as more specifically defined in the Loan and Subsidy Agreement dated October 27, 2017 (the "Loan Agreement");
- (2) The incorporation documents creating the Governmental Unit;
- (3) The most recent Annual Open Meetings Resolution (as well as the underlying proceedings) adopted by the Governmental Unit;
- (4) The proceedings of the City Council, the governing body of the Governmental Unit (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan Application, the Project development, the budget for the Project, and existing contracts (if any) with Project professionals including but not limited to architects, engineers, planners and contractors, whose work will be paid from the proceeds of the Loan;
- (5) Relevant corporate proceedings of the Governmental Unit from at least April 27, 2017 to the date hereof, including, without limiting the generality of the foregoing, the corporate action of the Governmental Unit relating to (a) the election or appointment of its Mayor, City Council, and City Clerk; (b) the adoption of ordinances and resolutions governing the operation of the Project; (c) cost estimates for the Project; (d) the proposed operating budget; (e) the proposal to finance the

Project, in part, with a loan made by the Finance Authority; (f) the Resolution of the City Council dated September 20, 2017 (the "Resolution") authorizing the Mayor, City Manager, Finance Director and City Clerk to execute necessary documents to obtain the loan for the Project; and (g) all necessary approvals for the Project from state or local authorities;

- (6) The Loan Agreement and attachments or exhibits thereto setting up a procedure whereby all loan funds will be disbursed to the Governmental Unit on written authorization of the Governmental Unit's Authorized Officers only after certification of completion of the work in a satisfactory manner by a licensed professional engineer, architect or other authorized representative contractually obligated to the Governmental Unit and only to pay eligible Project costs; and
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real or personal property upon which the Project will be constructed.

Based upon my examination of the foregoing, I am of the opinion that:

- A. The Governmental Unit is a duly organized and existing incorporated municipality in good standing 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 officials and appointees of the Governmental Unit were duly and validly elected or appointed and are empowered to act for the Governmental Unit.
- D. The Governmental Unit has corporate power:
 - (1) to construct the Project proposed to be constructed by the Governmental Unit;
 - (2) to execute and deliver Loan documents including, but not necessarily limited to, those identified above;
 - (3) to perform all acts required by such Loan documents to be done by it; and
 - (4) to own and operate and maintain the Project during its useful life.
- E. All proceedings of the Governmental Unit, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any

manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

- G. The Governmental Unit has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governmental Unit in connection with the Loan Agreement. Resolution No. 17-01 (the "Open Meetings Act Resolution"), as adopted and approved by the Governmental Unit on January 18, 2017, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governmental Unit with respect to the Loan Agreement, and the Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.
- H. To the best of my knowledge and belief after due investigation, no event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution has occurred and is continuing on the date of this Certificate.
- I. The Governmental Unit 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 Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.
- J. 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 Agreement or any of the actions required to be taken by the Resolution or the Loan Agreement to the date of this Certificate have been obtained and are in full force and effect.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the project have been obtained and are in full force and effect.
- L. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.
- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, 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

Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit, (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program, (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution, (d) the execution and delivery of the Loan Agreement, (e) the authority of the Governmental Unit to repay the amount of the loan or (f) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.

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

Dated this 27th day of October 2017.

Corinna Laszlo-Henry Attorney for City of Las Vegas, New Mexico

CITY COUNCIL MEETING AGENDA REQUEST

DATE: <u>09/05/17</u> DEPT: <u>Utilities Dept.</u> MEETING DATE: <u>09/20/17</u>

ITEM/TOPIC: Award request for bids # 2018-4 for Clarifloc C-358 Polymer for the Water Treatment Plant to sole bidder Polydyne, Inc.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for bids # 2013-4 to Polydyne, Inc.

BACKGROUND/RATIONALE: Polymer is a coagulant aid which brings down turbidity of the raw water to prepare it for treatment and is required to ensure proper filtration of the water supply. Our current supplier is Polydyne Inc. at a cost of .56 per pound.

Advertised: 07/28/17; Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening: August 15, 2017

Number of Bidders: 1

Lowest Bidder: Polydyne, Inc.

Amount: \$0.65 per pound delivered in 450 pound drums (\$292.50 per 450)

pounds)

Budget Line Item: 640-0000-610-7104

STAFF RECOMMENDATION: Approval to award RFB #2018-4 to Polydyne, Inc.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on September 12, 2017. Their recommendation will be provided at the Council Meeting.

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

REVIEWED AND APPROVED BY:

TONITA GLIBILI É-GIRÓN

MAYOR

RICHARD TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

SUBMITTER'S SIGNATURE

CORINNA LASZLO-HENRY
CITY ATTORNEY

(ALL CONTRACTS MUST BE

REVIEWED)

Approved to form 4/20/16

REQUEST FOR BIDS

the City Council Chambers	v Mexico will open Sealed Bids at 2:00 p.m., <u>fiva 15</u> , 20 <u>17</u> at s, 1700 North Grand Avenue, Las Vegas, New Mexico, or othe Offices; ON THE FOLLOWING:	r
CLARIFLOC C-358 (polymorphic)	er)	
ioliowing location: City Cler	ND TECHNICAL SPECIFICATIONS may be examined at the k,1700 North Grand Avenue, Las Vegas, NM 87701	
office of : City Clerk, 1700 N	RMS AND TECHNICAL SPECIFICATIONS may be obtained at the lorth Grand Avenue, Las Vegas, NM 87701)
on the lower left-hand corn bidder to see that their bid request. If the mail or delive	ressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New elope marked: Cleri Floc C-358, Opening No. 2018-4 er of the submitted envelope. It shall be the responsibility of the is delivered to the City Clerk by the date and time set for the bid request is delayed beyond the opening date and time, bid onsidered. A public opening will be held and any bidder or their invited to attend.	; }
The City of Las Vegas reserves the right to reject anylor all bids submitted.		
	RICHARD TRUJILLO, CITY MANAGER CORINNA LASZLO-HENRY, CITY ATTORNEY CASANDRA FRESQUEZ, CITY CLERK ANN W. GALLEGOS, FINANCE DIRECTOR HELEN VIGIL, PURCHASING OFFICER	
Opening No. 2018-4	Date Issued: 7/24/2017	7
Date Issued: Published:	Albuquerque Journal July 28 .2017 Las Vegas Optic July 28 .2017 City website: www.lasvegasnm.gdv July 28 .2017	

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700	North Grand
Avenue. Las Vegas, New Mexico, on or before 2:00 pm. Aug 15 20	7 at which
time all bids received will be opened. An opening will occur at the City's Council (hambers of
other designated area at the City Offices. Awarding of Bid is projected for	manners of
, 20 The successful Bidder will be notified by mail.	

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. <u>Enclose one (1) original and two (2) copies of Bid.</u>

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the <u>City Clerk</u> by the <u>Date and Time</u> scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said <u>Bid Specifications</u>. <u>Opening Date</u>, or <u>Time Change</u> will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission <u>must be prior</u> to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is

FEDERAL TAX IDENTIFICATION NUMBER

incorporated. If Bidder is a sole prop Security Number. FEDERAL TAX ID NUMBER:	prietorship or partnership then they shall provide their Social
SOCIAL SECURITY NUMBER:	
NEW MEXICO TAX IDENTIFICATION	ON NUMBER
Mexico Gross Receipts Tax and have	Section 7-10-5, N.M.S.A. 1978) if you are subject to New re not registered for a New Mexico (CRS) Tax Identification Taxation & Revenue Department at (505) 827-0700 for
NEW MEXICO TAX IDENTIFICATION	ON NO JORS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. <u>Enclose one (1) original and two (2) copies of Bid documents.</u>

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the <u>Finance Department</u>. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the <u>Finance Department</u>.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER:		
AUTHORIZED AGENT:		
ADDRESS:		
TELEPHONE NUMBER ()_		
FAX NUMBER ()		
DELIVERY:		
STATE PURCHASING RESIDENT CERTIFICA		
NEW MEXICO CONTRACTORS LICENSE NO.		
BID ITEM (S):		
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. OF LAS VEGAS RESERVES THE RIGHT REJ TECHINCAL IRREGULARITY IN THE FORM O AFFIDAVIT FOR FILING WIT	LAS VEGAS, NEW MECT ANY OR ALL BID. H COMPETITIVE BID.	EXICO 87701. THE CITY DS AND TO WAIVE ANY
COUNTY OF, of lawful	}	
, of lawful am the agent authorized by the bidder to submibidder has not been a party to any collusion among agreement to bid at a fixed price or to refrain the as to the terms of said prospective contract, or a lany discussion between bidders with any city of other thing of value for special consideration in the	it the attached bid. Affing bidders in restraint from bidding; or with a ny other terms of said fficial concerning an e	iant further states that the of freedom of competition ny city official or employee prospective contract; or in xchange of money or any
	Signature	Vi .
Subscribed and sworn to before me, this	day of	, 20
(SEAL)	Notany Dublic Sim	
	Notary Public Sigr	

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: CLARIFLOC C-358

CHARACTERISTICS: Clear to slightly yellow liquid

PROPERTIES:

a)	Odour	None
b)	Odour Threshold	Not Applicable
c)	pH	3-7
d)	Melting point/ freezing point	< 0 deg. C
e)	Initial boiling point and boiling range	> 100 deg. C
f)	Flash point	Does not flash
g)	Evaporation rate	No data available
h)	Flammability (solid, gas)	Not applicable
i)	Upper/ lower flammability or explosive limit	ts Not applicable
j)	Vapour pressure	2.3 kPa @ 20 deg. C
k)	Vapour density	0.804 g/litre @ 20 deg. C
l)	Relative density	1.0-1.2
m)	Solubility(ies)	Completely miscible
n)	Partition coefficient	< 0
o)	Autoignition temperature	Does not self-ignite
p)	Decomposition temperature	> 150 deg. C
.,	- de disposition temperature	- 150 deg. C

SPECIFICATIONS:

None

CITY OF LAS VEGAS BID FORM

BID ITEM (S): CLARIFLOC C-358 (polymer)		
A		
B		<u> </u>
C		
D		
E		
F		
G		
F		
G		
H		
1.		\$
J		\$
K		\$
L.		\$
M		\$
N		\$
O		\$
P		\$
Q		\$
R		\$
S	·····	\$
	TOTAL	\$

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:	
Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(The above fields are unlimited in size)	
Signature	Date
Title (position)	-
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOT (\$250) WERE MADE to an applicable publi representative.	AL OVER TWO HUNDRED FIFTY DOLLARS ic official by me, a family member of
Signature	Date
Title (Position)	

CITY OF LAS VEGAS RFQ/PROPOSAL/BID OPENING

DAT	E: <u>15-Aug-2017</u>				OPENING NO.:	2018-04
ТΙМ	E: 2:00 PM			DEPARTMENT:	WATER	
LOCATION:	City of Las Vegas Chambers				WATER	
	1700 N. Grand Ave.					
	Las Vegas, NM 87701					
ITEM(S	i): CLARIFLOC C-358 (POLYMER)					
	RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
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DATE		_		DATE:	8/15/	17
COPIES TAKEN BY	DEPT:					
		_		_		
DATE	8-15-2017					

Univar USA Inc. 8201 S. 212th Kent, WA 98032-1994 USA

T 253-872-5000 F 253-572-5041 www.univarusa.com



August 10, 2017

The City of Las Vegas, New Mexico City Clerk 1700 North Grand Ave. Las Vegas, NM 87701

RE: Invitation to Bid – 2018-4 for Clarifloc C-358

Dear Ms. Casteel;

Univar USA Inc. is in receipt of the above IFB due Tuesday, August 15, 2017 at 2:00 PM.

Unfortunately we are unable to bid on your requirements at this time. Univar does not have support in the area for this product.

Attached is our contact information, including fax number and e-mail addresses. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Stacy Ziegler

Municipal Specialist Univar USA Inc. muniteam@univar.com

www.univar.com



Univar USA Inc. 3301 Edmunds SE Albuquerque, NM 87102 USA

T 505-842-6303 F 505-243-1984

www.univarusa.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday - Friday

7:30 am - 4:30 pm (MST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours answering service – 24-hour response: (505) 842-6303

For Chemical Related Emergencies:

ChemTrec:

(800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone:

(505) 842-6303 or (505) 842-0823

Office Fax:

(505) 243-1984

Karen Martinez

Sales Support Coordinator

Michelle Bergal

Customer Service

karen.martinez@univarusa.com michelle.bergal@univarusa.com

For anything pertaining to bids:

Please send all bid packets/documents to:

(Unless otherwise specified)

Univar USA Inc.

Attn: WER Muni Team

8201 S. 212th

Kent, WA 98032-1994

Contacts: muniteam-west@univar.com

Jennifer Perras Municipal Specialist Phone: (253) 872-5000 Fax: (253) 872-5041 Roise Holiday Municipal Specialist (253) 872-5000 (253) 872-5000

Stacy Ziegler Municipal Specialist (253) 872-5000 (253) 872-5041

Jennifer.perras@univar.com Roise.Holiday@univar.com

Stacy.ziegler@univar.com

Remittance Address:

Standard Payment Terms:

Univar USA Inc. PO Box 849027 Dallas, TX 75284

Net 30 days

COPY

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Avg 15, 20 17 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

CLARIFLOC C-358 (polyme	er)
The BIDDING FORMS Affollowing location: City Clerk	ND TECHNICAL SPECIFICATIONS may be examined at the k,1700 North Grand Avenue, Las Vegas, NM 87701
Copies of the BIDDING FOR office of: City Clerk, 1700 N	RMS AND TECHNICAL SPECIFICATIONS may be obtained at the lorth Grand Avenue, Las Vegas, NM 87701
on the lower left-hand corn bidder to see that their bid request. If the mail or delive	ressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New elope marked: Clert Floc C 358, Opening No. 2018 4; er of the submitted envelope. It shall be the responsibility of the is delivered to the City Clerk by the date and time set for the bid ry of bid request is delayed beyond the opening date and time, bid ensidered. A public opening will be held and any bidder or their invited to attend.
The City of Las Vegas reser	ves the right to reject any/or all bids submitted.
	RICHARD TRUJILLO, CITY MANAGER CORINNA LASZLO-HENRY, CITY ATTORNEY CASANDRA FRESQUEZ, CITY CVERK ANN'M. GALLEGOS, FINANCE DIRECTOR HELEN VIGIL, PURCHASING OFFICER
Opening No. 2018-4	Date Issued:
Date Issued: Published:	Albuquerque Journal July 28 .2017 Las Vegas Optic July 38 .2017 City website: www.lasvegasnm.gov July 38 .2017

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before 2:00 pm, Ava Souncil Chambers or other designated area at the City Offices. Awarding of Bid is projected for 20___. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. <u>Enclose one (1) original and two (2) copies of Bid.</u>

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the <u>City Clerk</u> by the <u>Date and Time</u> scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said <u>Bid Specifications</u>, <u>Opening Date</u>, or <u>Time Change</u> will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission <u>must be prior</u> to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidd	ler shall provide their Federal	Tax ID Number if Bidder is
incorporated. If Bidder is a sole prop		
Security Number.	•	
FEDERAL TAX ID NUMBER:	34-1810283	
SOCIAL SECURITY NUMBER:	N/A	
NEW MEXICO TAX IDENTIFICATION	ON NUMBER	

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New

Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS):_	N/A
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CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. <u>Enclose one (1) original and two (2) copies of Bid documents.</u>

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department involved</u> in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the <u>Finance Department</u>. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the <u>Finance Department</u>.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Polydyne Inc.	
AUTHORIZED AGENT: Boyd Stanley, V	ice-President
ADDRESS: 1 Chemical Plant Road,	
FAX NUMBER (912) 880-2078	
DELIVERY: 5-10 Days A.R.O.	
	TIFICATION NO.: N/A
NEW MEXICO CONTRACTORS LICENS	SE NO.:N/A
BID ITEM (S): Clarifloc C-358	
ITEM (S) UNDER THIS BID ARE TO BE OF LAS VEGAS RESERVES THE RIGH TECHINCAL IRREGULARITY IN THE FO	G WITH COMPETITIVE BID
STATE OF Georgia	
am the agent authorized by the bidder to bidder has not been a party to any collusion by agreement to bid at a fixed price or to re- as to the terms of said prospective contract	flawful age, being of first duly sworn in oath, say that I submit the attached bid. Affiant further states that the on among bidders in restraint of freedom of competition efrain from bidding; or with any city official or employee ct, or any other terms of said prospective contract; or in city official concerning an exchange of money or any ion in the letting of a contract.
Subscribed and sworn to before me, this	
(SEAL)	Notary Publid/Signature My Commission Expires: Pamela J. McDermitt Notary Public
	My Commission Expires July 28, 2020

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: CLARIFLOC C-358

CHARACTERISTICS: Clear to slightly yellow liquid

PROPERTIES:

Odour	None
Odour Threshold	Not Applicable
pH	3-7
Melting point/ freezing point	< 0 deg. C
Initial boiling point and boiling range	> 100 deg. C
Flash point	Does not flash
Evaporation rate	No data available
Flammability (solid, gas)	Not applicable
Upper/lower flammability or explosive limit	ts Not applicable
Vapour pressure	2.3 kPa @ 20 deg. C
Vapour density	0.804 g/litre @ 20 deg. C
Relative density	1.0-1.2
Solubility(ies)	Completely miscible
Partition coefficient	< 0
Autoignition temperature	Does not self-ignite
Decomposition temperature	> 150 deg. C
	Evaporation rate Flammability (solid, gas) Upper/ lower flammability or explosive limit

SPECIFICATIONS:

None

CITY OF LAS VEGAS BID FORM

Clarifloc C-358	\$	\$0.65/Lb. (450Lbs./Drum
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CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:			
Contribution Made By:			· · · · · · · · · · · · · · · · · · ·
Relation to Prospective Contractor:			
Name of Applicable Public Official:			
Date Contribution(s) Made:			
Amount(s) of Contribution(s)			
Nature of Contribution(s)			
Purpose of Contribution(s)			
(The above fields are unlimited in size)			
Signature	Date		
Title (position)			
-OR-			
NO CONTRIBUTIONS IN THE AGGREGATE TOT. (\$250) WERE MADE to an applicable publi representative.			
Divid Hung Signature Boyd Stanley		8/7/2017	
Signature Doycocanicy	Date		
Vice-President			
Title (Position)			



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of Monday, August 07, 2017 at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

 $\underline{http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne\&TradeName=Clarifloc\&to.psf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc\&to.psf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&to.psf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&to.psf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&to.psf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&to.psf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&to.psf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&to.psf.org/Certified/PwsChemicals/Listings.asp?CompanyName=polydyne&TradeName=Clarifloc&to.psf.org/Certified/PwsChemicals/Listings.asp.org/Certified/PwsChemicals/Listing$

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Inc.

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659 724-728-1847

Facility: Newell, PA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

Trade Designation

CLARIFLOC C-4410

Product Function

Coagulation & Flocculation

Max Use

100mg/L

Polydyne Incorporated

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659

Facility: #88 USA

Polyaluminum Chloride[AL]

Trade Designation

Clarifloc® C-1100

Product Function

Coagulation & Flocculation

Max Use

250mg/L

Clarifloc® C-1200

Coagulation & Flocculation

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends		
Trade Designation	Product Function	Max Use
Clarifloc® C-1000	Coagulation & Flocculation	307mg/L
Clarifloc® C-1050	Coagulation & Flocculation	307mg/L
Clarifloc® C-1051	Coagulation & Flocculation	307mg/L
Clarifloc® C-1052	Coagulation & Flocculation	307mg/L
Clarifloc® C-1200	Coagulation & Flocculation	200mg/L
Clarifloc® C-1250	Coagulation & Flocculation	200mg/L
Clarifloc® C-1251	Coagulation & Flocculation	200mg/L
Clarifloc® C-1252	Coagulation & Flocculation	200mg/L
Clarifloc® C-1253	Coagulation & Flocculation	200mg/L
Clarifloc® C-1400	Coagulation & Flocculation	200mg/L
Clarifloc® C-1450	Coagulation & Flocculation	200mg/L
Clarifloc® C-1451	Coagulation & Flocculation	200mg/L
Clarifloc® C-1452	Coagulation & Flocculation	200mg/L
Clarifloc® C-1453	Coagulation & Flocculation	200mg/L
Clarifloc® C-1454	Coagulation & Flocculation	200mg/L
Clarifloc® C-1500	Coagulation & Flocculation	200mg/L
Clarifloc® C-1550	Coagulation & Flocculation	200mg/L
Clarifloc® C-1551	Coagulation & Flocculation	200mg/L
Clarifloc® C-1600	Coagulation & Flocculation	100mg/L
Clarifloc® C-1650	Coagulation & Flocculation	100mg/L
Clarifloc® C-1651	Coagulation & Flocculation	100mg/L
Clarifloc® C-1700	Coagulation & Flocculation	200mg/L
Clarifloc® C-1750	Coagulation & Flocculation	200mg/L
Clarifloc® C-1751	Coagulation & Flocculation	200mg/L
Clarifloc® C-1752	Coagulation & Flocculation	200mg/L
Clarifloc® C-1753	Coagulation & Flocculation	200mg/L
Clarifloc® C-1754	Coagulation & Flocculation	200mg/L
Clarifloc® C-5100	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA01	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA02	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA03	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA04	Coagulation & Flocculation	307mg/L
Clarifloc® PRXAo5	Coagulation & Flocculation	307mg/L
Clarifloc® PRXA06	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA07	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA08	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA09	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA10	Coagulation & Flocculation	200mg/L
Clarifloc® PRXA11	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA12	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA13	Coagulation & Flocculation	100mg/L

Clarifloc® PRXA14	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA15	Coagulation & Flocculation	100mg/L
Clarifloc® PRXA16	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA17	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA18	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA19	Coagulation & Flocculation	50mg/L
Clarifloc® PRXA20	Coagulation & Flocculation	50mg/L
Clarifloc® PRXB01	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB02	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB03	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB04	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB05	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB06	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB07	Coagulation & Flocculation	100mg/L
Clarifloc® PRXBo8	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB09	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB10	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB11	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB12	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB13	Coagulation & Flocculation	60mg/L
Clarifloc® PRXB14	Coagulation & Flocculation	60mg/L
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Clarifloc® PRXB16	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB17	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB18	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB19	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB20	Coagulation & Flocculation	40mg/L
Clarifloc® PRXB21	Coagulation & Flocculation	40mg/L
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Clarifloc® PRXB27	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB28	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB29	Coagulation & Flocculation	200mg/L
Clarifloc® PRXB30	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB31	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB32	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB33	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB34	Coagulation & Flocculation	100mg/L
Clarifloc® PRXB35	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC01	Coagulation & Flocculation	200mg/L
Clarifloc® PRXCo2	Coagulation & Flocculation	200mg/L 200mg/L
Clarifloc® PRXCo3	Coagulation & Flocculation	200mg/L 200mg/L
Clarifloc® PRXC04	Coagulation & Flocculation	200mg/L 200mg/L
Clarifloc® PRXC05	Coagulation & Flocculation	200mg/L 200mg/L
Clarifloc® PRXC06	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC07	Coagulation & Flocculation	100mg/L
o.m.1100@114100/	Soagmanon & Procentation	TOOMR/T

Clarifloc® PRXCo8	Coagulation & Flocculation	100mg/L
Clarifloc® PRXCo9	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC10	Coagulation & Flocculation	100mg/L
Clarifloc® PRXC11	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC12	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC13	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC14	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC15	Coagulation & Flocculation	60mg/L
Clarifloc® PRXC16	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC17	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC18	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC19	Coagulation & Flocculation	40mg/L
Clarifloc® PRXC20	Coagulation & Flocculation	40mg/L
Clarifloc® PRXD01	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD02	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD03	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD04	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD05	Coagulation & Flocculation	100mg/L
Clarifloc® PRXDo6	Coagulation & Flocculation	100mg/L
Clarifloc® PRXD07	Coagulation & Flocculation	100mg/L
Clarifloc® PRXDo8	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD09	Coagulation & Flocculation	200mg/L
Clarifloc® PRXD10	Coagulation & Flocculation	200mg/L

Polydyne Incorporated

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659

Facility: #88 USA

Polymer Blends[AL] [PY]

Trade Designation	Product Function	Max Use
Clarifloc® 12781	Coagulation & Flocculation	20mg/L
Clarifloc® 12976	Coagulation & Flocculation	20mg/L
Clarifloc® 12980	Coagulation & Flocculation	20mg/L
Clarifloc® 13276	Coagulation & Flocculation	125mg/L
Clarifloc® 13280	Coagulation & Flocculation	20mg/L
Clarifloc® 13281	Coagulation & Flocculation	15mg/L
Clarifloc® 14476	Coagulation & Flocculation	142mg/L
Clarifloc® 14480	Coagulation & Flocculation	50mg/L
Clarifloc® 14481	Coagulation & Flocculation	50mg/L
Clarifloc® 14681	Coagulation & Flocculation	125mg/L
Clarifloc® C-1005	Coagulation & Flocculation	155mg/L

Clarifloc® C-1010	Coagulation & Flocculation	100mg/L
Clarifloc® C-1015	Coagulation & Flocculation	66mg/L
Clarifloc® C-1020	Coagulation & Flocculation	50mg/L
Clarifloc® C-1025	Coagulation & Flocculation	40mg/L
Clarifloc® C-1150H	Coagulation & Flocculation	20mg/L
Clarifloc® C-1309H	Coagulation & Flocculation	125mg/L
Clarifloc® C-2005	Coagulation & Flocculation	155mg/L
Clarifloc® C-2010	Coagulation & Flocculation	163mg/L
Clarifloc® C-2015	Coagulation & Flocculation	147mg/L
Clarifloc® C-2020	Coagulation & Flocculation	114mg/L
Clarifloc® C-2110	Coagulation & Flocculation	50mg/L
Clarifloc® C-2220H	Coagulation & Flocculation	125mg/L
Clarifloc® C-2238	Coagulation & Flocculation	50mg/L
Clarifloc® C-2317	Coagulation & Flocculation	142mg/L
Clarifloc® C-5025	Coagulation & Flocculation	163mg/L

[[]AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polydyne Incorporated

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659

Visit this company's website (http://www.polydyneinc.com)

Facility: Los Angeles, CA

Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L
Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L

[[]PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

3 mg/L

Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100 mg/L
Polyacrylamide[PC]		
Trade Designation	Product Function	Max Use
Clarifloc® A-6320	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Coagulation & Flocculation

Facility: Riceboro, GA

Clarifloc® N-6310

	•	
Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L

Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
Polyacrylamide[PC]		
Trade Designation	Product Function	Max Use
Clarifloc® A-210P	Coagulation & Flocculation	3 mg/L
Clarifloc® A-3301	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3308	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3310	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3320	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3333P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3360	Coagulation & Flocculation	1mg/L
Clarifloc® A-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-6320	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6330	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6335	Coagulation & Flocculation	3mg/L
Clarifloc® A-6340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-6355	Coagulation & Flocculation	3mg/L
Clarifloc® A-6360	Coagulation & Flocculation	3 mg/L
Clarifloc® A6351	Coagulation & Flocculation	3mg/L
Clarifloc® C-3203	Coagulation & Flocculation	ımg/L
Clarifloc® C-3205	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3210	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3223	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3226	Coagulation & Flocculation	1mg/L
Clarifloc® C-3230	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3257	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3280	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6203	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6210	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6215	Coagulation & Flocculation	3mg/L
Clarifloc® C-6220	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6240	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6260	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6265 PWG	Coagulation & Flocculation	3mg/L

Clarifloc® C-6266 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3 mg/L
Clarifloc® N-3300P	Coagulation & Flocculation	1 mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyamines[PY]	
Trade Designation	Produc
Clarifloc® C-309P	Coagula
Clarifloon C-010	Coomil

Trade Designation	Product Function	Max Use
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	10mg/L
Clarifloc® C-329	Coagulation & Flocculation	10mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	10mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: Dolton, IL

Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	46mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	76mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	92mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	76mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	46mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L

Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

Facility: Plaquemine, LA

Polyacrylamide[PC]

Trade DesignationProduct FunctionMax UseClarifloc A-210PCoagulation & Flocculation3mg/L

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: Pearlington, MS

Trade Designation	Product Function	Max Use
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4135	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	71mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L

1450 10 01 11

Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
Polyamines[PY]		
Trade Designation	Product Function	Max Use
Clarifloc® C-309D	Coagulation & Flocculation	32mg/L
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	20mg/L
Clarifloc® C-329	Coagulation & Flocculation	20mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	20mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polydyne, Incorporated

P.O. Box 279 Riceboro, GA 31323 United States 800-848-7659 800-848-7659

Facility: # 15 USA

Polymer Blends[AL] [PY]

Trade Designation	Product Function	Max Use
Clarifloc® C-2005	Coagulation & Flocculation	400mg/L
Clarifloc® C-2015	Coagulation & Flocculation	333mg/L

[[]AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[[]PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility: # 25 USA

Polyaluminum Chloride[AL]

Trade Designation	Product Function	Max Use
Clarifloc® C-1252	Coagulation & Flocculation	250mg/L
Clarifloc® C-1253	Coagulation & Flocculation	250mg/L
Clarifloc® C-1254	Coagulation & Flocculation	250mg/L
Clarifloc® C-1310	Coagulation & Flocculation	250mg/L
Clarifloc® C-1400	Coagulation & Flocculation	250mg/L
Clarifloc® C-1452	Coagulation & Flocculation	250mg/L
Clarifloc® C-1550	Coagulation & Flocculation	250mg/L
Clarifloc® C-1552	Coagulation & Flocculation	250mg/L
Clarifloc® C-1650	Coagulation & Flocculation	250mg/L
Clarifloc® C-1651	Coagulation & Flocculation	250mg/L
Clarifloc® C-1700	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 5 Number of matching Products is 327 Processing time was 1 seconds



POLYDYNE

CLARIFLOC® C-358 POLYMER

CHARACTERISTICS

CLARIFLOC C-358 polymer is a high molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water and wastewater clarification in a wide variety of municipal applications. CLARIFLOC C-358 can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-358 is NSF certified for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form Density

Amber Liquid 8.5 - 8.9 lbs/gal

Freezing Point

-3 C.

Solubility

Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-358 is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% product is highly recommended for all clarification application because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity % Active

1.02 - 1.04

Product Viscosity

19.0 - 22.0 700 - 1,000 cPs

Product pH

5.0 - 7.0

HANDLING AND STORAGE

CLARIFLOC C-358 has a suggested in-plant storage life of six months in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-358, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-358 is a mildly acidic product that can ir-ritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-358, contact Cherntrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-358 Polymer is shipped in 55 gallon drums containing 450 pounds net and in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from any location in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name:

CLARIFLOC C-358

Type of product:

Mixture

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses:

Processing aid for industrial applications.

Uses advised against:

None.

1.3. Details of the supplier of the safety data sheet

Company:

Polydyne Inc.

1 Chemical Plant Road

PO BOX 279, Riceboro, GA 31323

United States

Telephone:

1-800-848-7659

Telefax:

(912)-884-8770

E-mail address:

_

1.4. Emergency telephone number

24-hour emergency number:

1-800-424-9300

SECTION 2. Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Print date:

07/08/2017

Revision date: 09/30/2015

Page: 1/10

Hazard symbol(s):

None.

Signal word:

None.

Hazard statement(s):

None.

Precautionary statement(s):

None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3. Composition/information on ingredients

3.1 Substances

Not applicable, this product is not a substance.

3.2 Mixtures

Hazardous components

Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Alternatively, rinse immediately with Diphoterine ®. Get prompt medical attention.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed.

None reasonably foreseeable.

Other information:

None.

SECTION 5. Fire-fighting measures

5.1. Extinguishing media

Suitable extinguishing media:

Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.

Unsuitable extinguishing media:

None.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:

Carbon oxides (COx). Nitrogen oxides (NOx). Hydrogen chloride. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for fire-fighters

Protective measures:

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak.

6.2. Environmental precautions

Do not contaminate water.

6.3. Methods and material for containment and cleaning up

Small spills:

Do not flush with water. Soak up with inert absorbent material.

Large spills:

Dam up. Clean up promptly by scoop or vacuum. Do not flush with water.

Residues

Soak up with inert absorbent material. After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7. Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities.

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

7.3. Specific end use(s)

None.

SECTION 8. Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

None.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields.

b) Skin protection:

Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

i) Hand protection:

PVC or other plastic material gloves.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands and face before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9. Physical and chemical properties

9.1. Information on basic phys	sical and chemical properties
--------------------------------	-------------------------------

a) Appearance:

. .

b) Odour:

None.

c) Odour Threshold:

Not applicable.

Clear to slightly yellow liquid.

d) pH:

3 - 7

e) Melting point/freezing point:

< 0°C

f) Initial boiling point and boiling range:

> 100°C

g) Flash point:

Does not flash.

h) Evaporation rate:

No data available.

i) Flammability (solid, gas):

Not applicable.

j) Upper/lower flammability or explosive limits:

Not expected to create explosive atmospheres.

k) Vapour pressure:

2.3 kPa @ 20°C

I) Vapour density:

0.804 g/litre @ 20°C

m) Relative density:

1.0 - 1.2

n) Solubility(ies):

Completely miscible.

o) Partition coefficient:

< 0

p) Autoignition temperature:

Does not self-ignite (based on the chemical structure).

q) Decomposition temperature:

> 150°C

r) Viscosity:

See Technical Bulletin.

s) Explosive properties:

Not expected to be explosive based on the chemical structure.

t) Oxidizing properties:

Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10. Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

None known.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NOx), carbon oxides (COx). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11. Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:

LD50/oral/rat > 5000 mg/kg

Acute dermal toxicity:

LD50/dermal/rat > 5000 mg/kg

Acute inhalation toxicity:

Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no

exposure to inhalable aerosols.

Skin corrosion/irritation:

Not irritating.

Serious eye damage/eye irritation:

Slightly irritating.

Respiratory/skin sensitisation:

Not sensitizing to skin. No respiratory sensitization has been observed in the

workplace.

Mutagenicity:

Not mutagenic.

Carcinogenicity:

By analogy with similar substances, this substance is not expected to be carcinogenic.

Reproductive toxicity:

By analogy with similar substances, this substance is not expected to be toxic for

reproduction.

STOT - single exposure:

No known effects.

STOT - repeated exposure:

No known effects.

Aspiration hazard:

No hazards resulting from the material as supplied.

Print date:

07/08/2017

Revision date: 09/30/2015

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SECTION 12. Ecological information

12.1. Toxicity

Information on the product as supplied:

Acute toxicity to fish:

LC50/Danio rerio/96 hours > 100 mg/L

Acute toxicity to invertebrates:

EC50/Daphnia magna/48 hours > 100 mg/L

Acute toxicity to algae:

Algal inhibition tests are not appropriate. The flocculation characteristics of the

product interfere directly in the test medium preventing homogenous distribution which

invalidates the test.

Chronic toxicity to fish:

No data available.

Chronic toxicity to invertebrates:

No data available.

Toxicity to microorganisms:

EC0/activated sludge/0.5 h = 1000 mg/L (OECD 209)

Effects on terrestrial organisms:

Exposure to soil is unlikely.

Sediment toxicity:

Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:

Not readily biodegradable.

Hydrolysis:

Does not hydrolyse.

Photolysis:

No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow):

< 0

Bioconcentration factor (BCF):

~0

12.4. Mobility in soil

Print date:

07/08/2017

Revision date: 09/30/2015

Page: 7/10

Information on the product as supplied:

Exposure to soil is not to be expected.

Koc:~0

12.5. Other adverse effects

None.

SECTION 13. Disposal considerations

13.1. Waste treatment methods

Waste from residues / unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14. Transport Information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15. Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class: Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

Not concerned

SECTION 16. Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	0
Instability:	0



HMIS:

Health:	0
Flammability:	0
Physical Hazard:	0
PPE Code:	В

This data sheet contains changes from the previous version in section(s):

SECTION 2. Hazards identification, SECTION 3. Composition/information on ingredients, SECTION 4. First aid measures, SECTION 11. Toxicological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

None.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Print date:

07/08/2017

Revision date: 09/30/2015

Version: 15.01.b

LDCC010A

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/05/17 **DEPT: Utilities MEETING DATE: 09/20/17**

ITEM/TOPIC: Award request for bids #2018-5 for liquid aluminum sulfate for the Water

Treatment Plant to Chemtrade Chemicals US LLC.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award request for bids #2018-5 to Chemtrade Chemicals US LLC.

BACKGROUND/RATIONALE: Liquid Aluminum Sulfate is required to ensure proper filtration of the water supply. Our current supplier is Chemtrade at a cost of \$ 250.26 per wet ton.

Advertised:

07/28/17; Las Vegas Optic, Albuquerque Journal and City Website

Bid Opening:

August 15, 2017

Number of Bidders: 2 - Chemtrade Chemicals US LLC, Thatcher Company of Arizona

Lowest Bidder: Chemtrade Chemicals US LLC

Amount:

\$250.26 per wet ton

Budget Line Item: 640-0000-610-7104

STAFF RECOMMENDATION: Approval to award RFB #2018-5 to Chemtrade Chemicals US LLC.

COMMITTEE RECOMMENDATION: This item was discussed at the regular Utility Advisory Committee meeting on September 12, 2017. Their recommendation will be provided at the Council Meeting.

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

REVIEWED AND APPROVED BY:

SUBMITTER'S SIGNATURE

TONITA GURULÉ-GIRÓN **MAYOR**

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCURMENT)

RICHARD TŘÚJILLO CITY MANAGER

PURCHASING AGENT (FOR BID AWARD ONLY) CORINNA LASZLO-HENRY CITY ATTORNEY (ALL CONTRACTS MUST BE

REVIEWED)

Approved to form 04/20/16

REQUEST FOR BIDS

The City of Las Vegas, New the City Council Chambers designated area at the City	s, 1700 North Grand Av	enue. Las Vegas, New M	5, 20 17 at exico, or other
Standard Liquid Aluminum S	Sulfate		
The BIDDING FORMS AI following location: City Clerk	ND TECHNICAL SPEC c, 1700 North Grand Ave	SIFICATIONS may be exa e, Las Vegas, NM 87701	amined at the
Copies of the BIDDING FOR office of : City Clerk, 1700 N	RMS AND TECHNICAL Solorth Grand Ave.,Las Ve	SPECIFICATIONS may be gas, NM 87701	obtained at the
Mailed Bids should be add Mexico 87701; with the envelope. It shall be the responded by the date and time delayed beyond the opening opening will be held and any	elope marked :Standard o. <u>2018-5</u> ; on the ponsibility of the bidder to e set for the bid request g date and time, bid thus	Liquid Aluminum Sulfate lower left-hand corner of o see that their bid is delive t. If the mail or delivery of s delayed will not be consider	the submitted ered to the City bid request is
The City of Las Vegas reser	ves the right to reject an	y/or all bids submitted.	
	CASAND ANN M. C	TRUJILLO, CITY MANACA LABZIO HENRY, CITY ALABZIO HENRY, CITY CITY CITY CITY CITY CITY CITY CITY	ATTORNEY RK RECTOR
Opening No. 2018-5		Date Issued:	7/24/2017
Date Issued: Published:	Albuquerque Journal Las Vegas Optic City website: www.lasve	30 ly 28 36 plu 38 20 20 July 28 20	. 2017 . 2017

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 17	00 North Grand
Avenue. Las Vegas, New Mexico, on or before 2:30 pm, Ave 15	20 17 of which
time all bids received will be opened. An opening will occur at the City's Coun-	cil Chambers or
other designated area at the City Offices. Awarding of Bid is projected for	on Orientibera of
, 20 The successful Bidder will be notified by mail.	

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. <u>Enclose one (1) original and two (2) copies of Bid.</u>

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the <u>City Clerk</u> by the <u>Date and Time</u> scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said <u>Bid Specifications</u>. <u>Opening Date</u>, or <u>Time Change</u> will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission <u>must be prior</u> to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number. FEDERAL TAX ID NUMBER:
SOCIAL SECURITY NUMBER:
NEW MEXICO TAX IDENTIFICATION NUMBER
Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.
NEW MEXICO TAX IDENTIFICATION NO. (CRS):

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the <u>Finance Department</u>. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the <u>Finance Department</u>.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER:	
AUTHORIZED AGENT:	
ADDRESS:	
TELEPHONE NUMBER ()	
FAX NUMBER ()	
DELIVERY:	
STATE PURCHASING RESIDENT CERTIFICAT	
NEW MEXICO CONTRACTORS LICENSE NO.:	
BID ITEM (S):	
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. L OF LAS VEGAS RESERVES THE RIGHT REJE TECHINCAL IRREGULARITY IN THE FORM OF AFFIDAVIT FOR FILING WITH STATE OF	CT ANY OR ALL BIDS AND TO WAIVE ANY THE BID. COMPETITIVE BID
COUNTY OF, of lawful a am the agent authorized by the bidder to submit to	nge hoing of first duly owner in a street and
am the agent authorized by the bidder to submit to bidder has not been a party to any collusion among by agreement to bid at a fixed price or to refrain from as to the terms of said prospective contract, or any any discussion between bidders with any city officially of their thing of value for special consideration in the	g bloders in restraint of freedom of competition im bidding; or with any city official or employee other terms of said prospective contract; or in cial concerning an exchange of money or any
Pubparihad and awar to the first of the	Signature
Subscribed and sworn to before me, this	day of, 20
(SEAL)	Notary Dublic Signature
	Notary Public Signature My Commission Expires:

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: STANDARD LIQUID ALUMINUM SULFATE

CHARACTERISTICS:

Liquid aluminum sulfate or liquid alum is a clear, light green to light yellow aqueous solution. Iron-free and food-grade liquid alums are clear and colorless.

PROPERTIES:

(Approximately 48.5% dry aluminum sulfate)

Al2(SO4) 14 H2O, in water

Molecular weight of dry alum (14 H2O product 594

pH, 1% solution (14 H20 product)

3.5 (approx.)

Specific gravity 1.333-1.337

Freezing point -15 deg. (5 deg. F)

Boiling point 101 deg. C (214 deg. F)

SPECIFICATIONS:

Grade	Commercial	Low Iron	Iron-Free	Food Grade
Total soluble Al2O3 %	8.2-8.4	8.0-8.2	8.0-8.2	8.0-8.2
Free Al2o3	0.01-0.2	0.01-0.2	0.01-0.15	0.1-0.15
Total soluble iron	0.3 max	<0.02*	0.005 max	0.005 max
Water insolubles,%	0.02 max	0.02 max	0.005 max	0.005 max

CITY OF LAS VEGAS BID FORM

BID ITEM (S):Standard Li	quid Aluminum Sulfate	
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		\$
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S	TOTAL	\$ s

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:	
Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(The above fields are unlimited in size)	
Signature	Date
Title (position)	-
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOT (\$250) WERE MADE to an applicable publi representative.	AL OVER TWO HUNDRED FIFTY DOLLARS ic official by me, a family member or
Signature	Date
Title (Position)	-

CITY OF LAS VEGAS RFQ/PROPOSAL/BID OPENING

DATI	E: <u>15-Aug-2017</u>				OPENING NO.:	2018-05
TIMI	E: 2:30 PM			DEPARTMENT:	WATER	
LOCATION:	City of Las Vegas Chambers					
	1700 N. Grand Ave. Las Vegas, NM 87701					
ITEM(S): STAMDARD LIQUID ALUMINUM SULFATE					
			SUB			
	RECEIVED FROM:	AMOUNT	CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Uni	Var	NO BID				
			 	ļ 		
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		250.26 Wet Ton				
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DATI	E:			DATE	8/15/1	1
COPIES TAKEN B	Y DEPT:					
DATI	8-15-17					

Primary Vendor

BID TABULATION STANDARD LIQUID ALUMINUM SULFATE

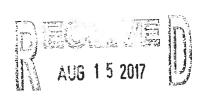
Bid No 2018-5 Opening 8/15/17 Award SEPT 2017

PRICES

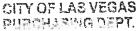
		UNIVAR USA INC.	CHEMITRADE CHEMICALS US LLC	THATCHER CO. OF AZ	
LIQUID ALUMINUM SULFATE (TON)			and production with the second	7 (0.2) (1.1) (1.2) (1.2)	
PER CITY SPECS.	PER POUND	NO BID	\$0,12513	\$0.173	
PER CITY SPECS.	PER TON	NO BID	\$250,26	\$346.00	

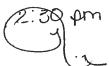
Univar USA Inc. 8201 S. 212th Kent, WA 98032-1994 USA

T 253-872-5000 F 253-572-5041 www.univarusa.com









August 10, 2017

The City of Las Vegas, New Mexico City Clerk 1700 North Grand Ave. Las Vegas, NM 87701

RE: Invitation to Bid – 2018-5 for Liquid Aluminum Sulfate

Dear Ms. Casteel;

Univar USA Inc. is in receipt of the above IFB due Tuesday, August 15, 2017 at 2:30 PM.

Unfortunately we are unable to bid on your requirements at this time. Univar does not have support in the area for this product.

Attached is our contact information, including fax number and e-mail addresses. If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer.

Please keep us on your bidder/vendor mailing list as we look forward to bidding on any future chemical requirements you may have.

Thank you,

Stacy Ziegler

Municipal Specialist Univar USA Inc. muniteam@univar.com

www.univar.com

Univar USA Inc. 3301 Edmunds SE Albuquerque, NM 87102 USA

T 505-842-6303 F 505-243-1984

www.univarusa.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday - Friday 7:30 am - 4:30 pm (MST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours answering service - 24-hour response: (505) 842-6303

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

Names, telephone/FAX numbers of those responsible for taking orders and initiating delivery:

Office Phone:

(505) 842-6303 or (505) 842-0823

Customer Service

Office Fax:

(505) 243-1984

Karen Martinez Michelle Bergal

Sales Support Coordinator

karen.martinez@univarusa.com michelle.bergal@univarusa.com

For anything pertaining to bids:

Please send all bid packets/documents to:

(Unless otherwise specified)

Univar USA Inc.

Attn: WER Muni Team

8201 S. 212th

Kent, WA 98032-1994

Contacts: muniteam-west@univar.com

Jennifer Perras Municipal Specialist Phone: (253) 872-5000 Fax: (253) 872-5041 Jennifer.perras@univar.com

Roise Holiday Municipal Specialist (253) 872-5000 (253) 872-5041 Roise.Holiday@univar.com Stacy Ziegler Municipal Specialist (253) 872-5000 (253) 872-5041

Roise.Holiday@univar.com Stacy.ziegler@univar.com

Remittance Address:

Standard Payment Terms:

Univar USA Inc. PO Box 849027 Dallas, TX 75284

Net 30 days

COPY

REQUEST FOR BIDS

the City Council Chamber	w Mexico will open Sealed Bids at 2:30 p.m., Aug. 15, 2017 at s, 1700 North Grand Avenue, Las Vegas, New Mexico, or other Offices; ON THE FOLLOWING:
Standard Liquid Aluminum	Sulfate
The BIDDING FORMS A following location: City Cler	ND TECHNICAL SPECIFICATIONS may be examined at the k, 1700 North Grand Ave, Las Vegas, NM 87701
Copies of the BIDDING FO office of : City Clerk, 1700 !	RMS AND TECHNICAL SPECIFICATIONS may be obtained at the North Grand Ave.,Las Vegas, NM 87701
Opening Nenvelope. It shall be the resched by the date and time delayed beyond the opening	lressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New elope marked: Standard Liquid Aluminum Sulfate lo. <u>3018-5</u> ; on the lower left-hand corner of the submitted ponsibility of the bidder to see that their bid is delivered to the City e set for the bid request. If the mail or delivery of bid request is g date and time, bid thus delayed will not be considered. A public y bidder or their authorized representative is invited to attend.
The City of Las Vegas rese	rves the right to reject any/or all bids submitted.
	CITY OF LAS VEGAS RICHARD TRUJILLO, CITY MANAGER CORINNA LABZLO-HENRY, CITY ATTORNEY CASANDRA FRESQUEZ, ONY CLERK ANN IM. GALLEGOS, PINANCE DIRECTOR HELEN VIGIL, PURCHASING OFFICER
Opening No. <u>2018-5</u>	Date Issued: 7/34/3017
Date Issued: Published:	Albuquerque Journal July 28 , 2017 Las Vegas Optic July 28 , 2017 City website: www.lasvegasnm.gov July 28 2017

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue. Las Vegas, New Mexico, on or before & pm, Avg 15, 2017 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for _____. 20___. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. <u>Enclose one (1) original and two (2) copies of Bid.</u>

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the <u>City Clerk</u> by the <u>Date and Time</u> scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said <u>Bid Specifications</u>, <u>Opening Date</u>, or <u>Time Change</u> will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, I incorporated. If Bidder is a sole r	Bidder shall provide their Federal Tax ID Number if Bidder is proprietorship or partnership then they shall provide their Social
Security Number	74-3104940
SOCIAL SECURITY NUMBER:	

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS)	03003072002
MEAN MENIOD TAX IDENTIFICATION NO. (CRS	J

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. *Enclose one (1) original and two (2) copies of Bid documents.*

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the <u>Finance Department</u>. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the <u>Finance Department</u>.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: CHEMTRADE CHEMICALS US LLC
AUTHORIZED AGENT:
ADDRESS: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054
TELEPHONE NUMBER (800_)
FAX NUMBER (973) 515-4461
DELIVERY: 2-3 DAYS AFTER RECEIPT OF ORDER
STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A
NEW MEXICO CONTRACTORS LICENSE NO.: N/A
BID ITEM (S): LIQUID ALUMINUM SULFATE FOR WATER TREATMENT PLANT
ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM OF THE BID. AFFIDAVIT FOR FILING WITH COMPETITIVE BID
STATE OF NEW JERSEY COUNTY OF MORRIS PARUL KACHHIA-PATEL , of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition
by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract
Signature PARUL KACHHIA-PATEL, MARKETING Subscribed and sworn to before me, this 26TH day of JULY , 20 17 . SPECIALIS
(SEAL) Notary Public Signature My Commission Expires: New Jersey My Commission Expires 10-21-21

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: STANDARD LIQUID ALUMINUM SULFATE

CHARACTERISTICS:

Liquid aluminum sulfate or liquid alum is a clear, light green to light yellow aqueous solution. Iron-free and food-grade liquid alums are clear and colorless.

PROPERTIES:

(Approximately 48.5% dry aluminum sulfate)

Al2(SO4) 14 H2O, in water

Product Weight	11.1-11.2 lb/US gallon
----------------	------------------------

Molecular weight of dry alum (14 H2O product 594

pH, 1% solution (14 H20 product)

3.5 (approx.)

Specific gravity 1.333-1.337

Freezing point -15 deg. (5 deg. F)

Boiling point 101 deg. C (214 deg. F)

SPECIFICATIONS:

Grade	Commercial	Low Iron	Iron-Free	Food Grade
Total soluble Al2O3 %	8.2-8.4	8.0-8.2	8.0-8.2	8.0-8.2
Free Al2o3	0.01-0.2	0.01-0.2	0.01-0.15	0.1-0.15
Total soluble iron	0.3 max	<0.02*	0.005 max	0.005 max
Water insolubles,%	0.02 max	0.02 max	0.005 max	0.005 max

CITY OF LAS VEGAS BID FORM

BID ITEM (S):Standard Liquid Aluminum Sulfate	
A. LIQUID ALUMINUM SULFATE (TON)	\$ \$516.00/DRY TON OR \$250.26 /WET TON
В	
C	\$
D	\$
E	\$
F	
G	
F	
G	
Н	
I	
J	
K	
L	\$
M	\$
N	
O	
P	
Q	
R	
STOTAL	

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:	
Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(The above fields are unlimited in size)	
Signature	Date
Title (position)	
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOTA (\$250) WERE MADE to an applicable public representative	AL OVER TWO HUNDRED FIFTY DOLLARS official by me, a family member or
Vared Mullie-Vall	JULY 26, 2017
Signature PARUL KACHHIA-PATEL	Date
MARKETING SPECIALIST	
Title (Position)	



DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel Lisa Brownlee Leilina Gossa

Ann Hopler

Paul Peters Andrew Hoffman

Elizabeth Ryno Michele Schroeher

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

Mark Davis

President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer.

Mark Davis

President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Seal

Corporate Secretary

90 East Halsey Road Parsippany, NJ 07054 Tel: 800-441-2659

Form W-9

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.		<u> </u>	
	CHENTRADE CHEMICALS CORPORATION				
જં	2 Business name/disregarded entity name, if different from above				
CHENTRADE CHEMICALS US LLC (FEIN #74-3104940)					
Print or type Specific Instructions on pa	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting	
rint o Instru	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the lir the tax classification of the single-member owner.		the line above for	code (if any)	
מַ טַ	Under (see instructions) ► 5 Address (number, street, and apt. or suite no.)	<u> </u>	(Applies to accounts maintained outside the U.S.) Requester's name and address (optional)		
Speci	90 EAST HALSEY ROAD	ALSEY ROAD		ano acoress (optional)	
See	6 City, state, and ZIP code			20	
0)	PARSIPPANY, NJ 07054				
	7 List account number(s) here (optional)				
-					
Par					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.]-[]]-		
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.			2 2	_ 2 6 8 9 8 1 7	
Par	Certification		D D		
	penalties of perjury, I certify that:				
	e number shown on this form is my correct taxpayer identification nur	mber (or I am waiting for	a number to be is	sued to me): and	
Şei	n not subject to backup withholding because: (a) I am exempt from b vice (IRS) that I am subject to backup withholding as a result of a fail longer subject to backup withholding; and	eackup withholding, or (b lure to report all interest o) I have not been or or dividends, or (c	notified by the Internal Revenue) the IRS has notified me that I am	
	n a U.S. citizen or other U.S. person (defined below); and				
	FATCA code(s) entered on this form (if any) indicating that I am exem				
becau interes genera instruc	ication instructions. You must cross out item 2 above if you have be se you have failed to report all interest and dividends on your tax retu st paid, acquisition or abandonment of secured property, cancellation ally, payments other than interest and dividends, you are not required ations on page 3.	urn. For real estate transa	actions, item 2 do	es not apply. For mortgage	
Sign Here	U.S. person - ares / Malling -		ite > 7/2	4/12	
	eral Instructions		rtgage interest), 109	8-E (student loan interest), 1098-T	
	references are to the Internal Revenue Code unless otherwise noted.	• Form 1099-C (cancele	ed debt)		
as legislation enacted after we release it) is at www.irs.gov/iwg.			Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to		
Purpose of Form provide your correct TI			v.		
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification		to backup withholding.	If you do not return Form W-9 to the requester with a TiN, you might be subject to backup withholding. See What is backup withholding? on page 2. By signing the filled-out form, you:		
number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information		 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 			
returns include, but are not limited to, the following:		2. Certify that you are	•	•	
applicable		 Claim exemption fragging applicable, you are also 	rom backup withhold certifying that as a	ling if you are a U.S. exempt payee. If U.S. person, your allocable share of	
• Form 1099-DIV (dividends, including those from stocks or mutual funds)		any partnership income	from a U.S. trade o	r business is not subject to the	
	1099-MISC (various types of income, prizes, awards, or gross proceeds) 1099-B (stock or mutual fund sales and certain other transactions by	4. Certify that FATCA	withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting; is correct. See What is FATCA reporting? on		
_	1099-S (proceeds from real estate transactions)	page 2 for further inform		a. See what is PATCA reporting? on	
	1099-K (merchant card and third party network transactions)				



90 East Halsey Road Parsippany, NJ 07054 Tel: 1-800-441-2653 Fax: (973) 515-4461 www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel

Marketing Specialist



Liquid Alum PRODUCT DATA SKEET

Characteristics

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula: C.A.S.

Aqueous solution of aluminum sulfate

10043-01-3 (Aluminum sulfate)

pH (neat) 1.4 - 2.6Specific Gravity @ 21°C (70°F) 1.30 - 1.35Freezing Point -16°C (4°F) Density, lbs./gal., US 10.8 - 11.3 Aluminum as Al. % 4.2 - 4.5Aluminum as Al₂O₃, % 8.0 - 8.4Aluminum as Al₂(SO₄)₃•14H₂O (Dry Alum), % 46 - 49

Product uses

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport

Bulk car

275 US gal. one way container

55 US gal. plastic drum

skipping regulations (us dot / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear eye protection, protective clothing, and protective gloves. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the Safety Data Sheets (SDS) for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24 hour Emergency Number: USA (CHEMTREC) 800-424-9300 or Canada (CANUTEC) 613-996-6666. For additional information contact:

Syracuse Technical Center 315-478-2323 or 800-255-7589

Water Treatment Chemicals Customer Service 844-204-9675

CHE-5001P-1

Revision Date: October 27, 2015

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") All information, statements, date, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") similation, that the practice or application of any such information to repeat the practice or application of any such information for operating information or other intellectual property misappropriation. Chemitade Logistics Inc. and its affisiates (collectively, "Chemitade") are charged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without or implementation of the information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemitrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

KEIKTRADE

Liquid Alum

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations Revision Date: 08/09/16 Date of Issue: 05/01/15

Version: 1.4

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture Product Name: Liquid Alum

Alternate Name: Aluminum Sulfate, Liquid Formula: Al₂(SO₄)₃•14 H₂O (Dry Equivalent)

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC. 155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5 For SDS Info: (416) 496-5856 www.chemtradelogistics.com **Emergency Telephone Number**

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC - Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

Classification (GHS-US)

Met. Corr. 1 H290 Skin Corr. 1A

H314 Eye Dam. 1 H318

Aquatic Acute 3 H402

Full text of H-phrases: see section 16

Label Elements GHS-US Labeling

Hazard Pictograms (GHS-US)



Signal Word (GHS-US)

: Danger

Hazard Statements (GHS-US)

: H290 - May be corrosive to metals

H314 - Causes severe skin burns and eye damage

H318 - Causes serious eye damage H402 - Harmful to aquatic life

Precautionary Statements (GHS-US) : P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear eye protection, protective clothing, protective gloves. P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing.

Rinse skin with water/shower.

P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position

comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove

Liquid Alum

Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a doctor.

P321 - Specific treatment (see section 4 on this SDS).

P363 - Wash contaminated clothing before reuse.

P390 - Absorb spillage to prevent material damage.

P405 - Store locked up.

P406 - Store in corrosive resistant container with a resistant inner liner.

P501 - Dispose of contents/container in accordance with local, regional, national, and international regulations.

Other Hazards

Other Hazards Not Contributing to the Classification: Exposure may aggravate those with pre-existing eye, skin, or respiratory

Unknown Acute Toxicity (GHS-US) Not available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS Name **Product identifier** % (w/w) Classification (GHS-US) Water (CAS No) 7732-18-5 30 - 60 Not classified Sulfuric acid, aluminum salt (3:2) (CAS No) 10043-01-3 30 - 60 Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

The specific chemical identity and/or exact percentage of composition have been withheld as a trade secret [29 CFR 1910.1200]. A range of concentration as prescribed by the Controlled Products Regulations has been used where necessary, due to varying composition.

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES

Description of First Aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible). Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Rinse immediately with plenty of water. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes severe skin burns and eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: Redness. Pain. Serious skin burns. Blisters.

Eye Contact: Redness. Pain. Blurred vision. Severe burns. Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: Ingestion is likely to be harmful or have adverse effects. Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Revision Date: 08/09/16

EN (English US)

SDS#: CHE-5001S

^{*}As Al₂(SO₄)₃•14 H₂O (Dry Aluminum Sulfate).

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Reactivity: Hazardous reactions will not occur under normal conditions. Liquid alum may react with some metals, to give flammable, potentially explosive hydrogen gas. Hydrogen gas can accumulate to explosive concentrations inside confined spaces.

Advice for Firefighters

Precautionary Measures Fire: Not available

Firefighting Instructions: Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection. Hazardous Combustion Products: Forms aluminum oxide, sulfur dioxide and/or sulfur trioxide at temperatures above 760°C

(1400°F) or when dry alum is encompassed in a fire involving other burning materials.

Other Information: Refer to Section 9 for flammability properties.

Reference to Other Sections

Refer to section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing (dust, vapor, mist, gas).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Eliminate ignition sources. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Material for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Collect spillage. Dispose in a safe manner in accordance with local/national regulations.

Reference to Other Sections

See Heading 8. Exposure controls and personal protection.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Use good housekeeping practices during storage, transfer, handling, to avoid excessive dust accumulation. Protect from moisture.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from direct sunlight, extremely high or low temperatures and incompatible materials.

Incompatible Materials: Strong bases.

Special Rules on Packaging: Store in original container or corrosive resistant and/or lined container.

Specific End Use(s)

For professional use only.

SECTION 8: EXPOSURE CONTROLS PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are

Personal Protective Equipment: Protective goggles. Gloves. Protective clothing.

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Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical goggles or safety glasses.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use NIOSH-approved dust mask if dust has the potential to become airborne. Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State Liquid

Appearance Clear, light green, slight yellow, brow, amber, or orange like tint Odor

Odorless Odor Threshold

Not available Нα 1.4 - 2.6

Melting Point Not applicable **Freezing Point** -15.56 °C (4°F) **Boiling Point** 101 °C (213.80 °F) Flash Point Not flammable **Auto-ignition Temperature**

Not available **Decomposition Temperature** Not available Flammability (solid, gas) Not applicable Lower Flammable Limit Not available

Upper Flammable Limit Not available Vapor Pressure Not available Relative Vapor Density at 20 °C Not available **Relative Density** Not available Specific Gravity 1.30 - 1.35

Solubility Water: Completely miscible in water.

Partition Coefficient: N-Octanol/Water Not available Viscosity Not available

Explosion Data – Sensitivity to Mechanical Impact : Not expected to present an explosion hazard due to mechanical impact. Explosion Data - Sensitivity to Static Discharge Not expected to present an explosion hazard due to static discharge.

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions. Liquid alum may react with some metals, to give flammable, potentially explosive hydrogen gas. Hydrogen gas can accumulate to explosive concentrations inside confined spaces. **Chemical Stability:**

Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Direct sunlight. Extremely high or low temperatures. Ignition sources. Incompatible materials. Moisture. Incompatible Materials: Strong bases. Metals.

Hazardous Decomposition Products: Oxides of aluminum. The decomposition products are corrosive and hazardous to health. SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity: Not classified LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Causes severe skin burns and eye damage.

pH: 1.4 - 2.6

Serious Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

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Germ Cell Mutagenicity: Not classified

Teratogenicity: Not available **Carcinogenicity:** Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: May cause respiratory irritation.

Symptoms/Injuries After Skin Contact: Redness. Pain. Serious skin burns. Blisters.

Symptoms/Injuries After Eye Contact: Redness. Pain. Blurred vision. Severe burns. Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Injuries After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5) LD50 Oral Rat

> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity Not classified

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, and international regulations.

Ecology - Waste Materials: Avoid release to the environment.

SECTION 14: TRANSPORT INFORMATION

14.1 In Accordance with DOT

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)

Hazard Class : 8

Identification Number : UN3264

Label Codes : 8
Packing Group : III
ERG Number : 154

14.2 In Accordance with IMDG

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)

Hazard Class : 8

Identification Number: UN3264Packing Group: IIILabel Codes: 8

EmS-No. (Fire) : F-A **EmS-No. (Spillage)** : S-B



Safety Data Sheet

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

14.3 In Accordance with IATA

Proper Shipping Name

: CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)

Packing Group

: 111

Identification Number

: UN3264

Hazard Class

: 8

Label Codes

: 8

ERG Code (IATA)

: 8L

14.4 In Accordance with TDG

Proper Shipping Name

: CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)

Packing Group

Hazard Class

: 8

Identification Number

: UN3264

Label Codes

: 8

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Liquid Alum	
Clean Water Act	
<u>Ingredient Name</u>	Reportable Quantities
Aluminum sulfate (10043-01-3)	5000 lb (2270 kg)
Liquid Alum	

SARA Section 311/312 Hazard Classes

Immediate (acute) health hazard

Water (7732-18-5)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

US State Regulations

Liquid Alum

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

- U.S. Massachusetts Right To Know List
- U.S. New Jersey Right to Know Hazardous Substance List
- U.S. Pennsylvania RTK (Right to Know) Environmental Hazard List
- U.S. Pennsylvania RTK (Right to Know) List

Canadian Regulations

Liquid	Alum
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WHMIS Classification

Class D Division 2 Subdivision B - Toxic material causing other toxic effects Class E - Corrosive Material





Water (7732-18-5)

Listed on the Canadian DSL (Domestic Substances List)

WHMIS Classification

Uncontrolled product according to WHMIS classification criteria

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)

WHMIS Classification Class E - Corrosive Material

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EN (English US)

SDS#: CHE-5001S

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This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all of the information required by CPR.

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date

: 08/09/16

Revision Summary

: Section 1

Other information

: This document has been prepared in accordance with the SDS requirements of the OSHA

Hazard Communication Standard 29 CFR 1910.1200.

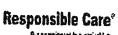
GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3			
Eye Dam. 1	Serious eye damage/eye irritation Category 1			
Met. Corr. 1	Corrosive to metals Category 1			
Skin Corr. 1A	Skin corrosion/irritation Category 1A			
H290	May be corrosive to metals			
H314	Causes severe skin burns and eye damage			
H318	Causes serious eye damage			
H402	Harmful to aquatic life			

Party Responsible for the Preparation of This Document

CHEMTRADE LOGISTICS, INC. For SDS info: (416) 496-5856

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade North America SDS Template



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday**, **July 26**, **2017** at 12:15 a.m. Eastern Time. Please <u>contact NSF International</u> to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

 $\underline{http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=CHEMTRADE\&PlantState=Colorado+CO\&PlantStat$

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue
Syracuse, NY 13204
United States
315-478-2323
Visit this company's website
(http://www.chemtradelogistics.com/main/)

Facility: Denver, CO

Sulfuric Acid

Trade Designation

Sulfuric Acid (All Grades)

Product Function

Max Use

Corrosion & Scale Control

50mg/L

pH Adjustment

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue
Syracuse, NY 13204
United States
315-478-2323
Visit this company's website
(http://www.chemtradelogistics.com/main/)

Facility: Denver, CO

Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Clar+Ion® A1	Coagulation & Flocculation	400mg/L
Clar+Ion® A10	Coagulation & Flocculation	400mg/L
Clar+Ion® A3	Coagulation & Flocculation	400mg/L
Clar+Ion® A5	Coagulation & Flocculation	400mg/L
Clar+Ion® A7	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum, Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Sulfate

Trade Designation	Product Function	Max Use
Ferric Sulfate 50%	Coagulation & Flocculation	600mg/L
Ferric Sulfate 60%	Coagulation & Flocculation	600mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	600mg/L
Liquid Ferric Sulfate	Coagulation & Flocculation	600mg/L

Number of matching Manufacturers is 2 Number of matching Products is 14 Processing time was 0 seconds



REQUEST FOR BIDS

The City of Las Vegas, New the City Council Chamber designated area at the City	s, 1700 North Grand Av	ed Bids at 2:30 p.m., <u>Aug 15</u> , 20 <u>17</u> at venue, Las Vegas, New Mexico, or othe OWING:	i er
Standard Liquid Aluminum	Sulfate		
The BIDDING FORMS A following location: City Cler	ND TECHNICAL SPEC k, 1700 North Grand Ave	CIFICATIONS may be examined at the e, Las Vegas, NM 87701	В
Copies of the BIDDING FO office of: City Clerk, 1700 i	RMS AND TECHNICAL S North Grand Ave.,Las Ve	SPECIFICATIONS may be obtained at the egas, NM 87701	9
Opening Nenvelope. It shall be the res Clerk by the date and tim delayed beyond the opening	elope marked :Standard No. <u>3018-5</u> ; on the sponsibility of the bidder to set for the bid request g date and time, bid thus	rk, 1700 N. Grand Ave., Las Vegas, New Liquid Aluminum Sulfate lower left-hand corner of the submitted to see that their bid is delivered to the City st. If the mail or delivery of bid request is see delayed will not be considered. A public zed representative is invited to attend.	d y
The City of Las Vegas rese	rves the right to reject an	ny/or all bids submitted.	
	ECHARI CORINN CASAND ANN M. C	TAS VEGAS RD TRUJILLO, CITY MANAGER NA LABZLO-HENRY, CITY ATTORNEY DRA FRESQUEZ, ONTY CLERK GALLEGOS, PINANCE DIRECTOR VIGIL, PURCHASING OFFICER	•
Opening No. <u> </u>		Date Issued:	7
Date Issued: Published:	Albuquerque Journal Las Vegas Optic City website: www.lasve	JUN 28 . 2017	

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

<u>TIMETABLE</u>

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand
Avenue. Las Vegas, New Mexico, on or before 2:30 pm,Avg_15, 20_17_ at which
time all bids received will be opened. An opening will occur at the City's Council Chambers o
other designated area at the City Offices. Awarding of Bid is projected for
, 20 The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. <u>Enclose one (1) original and two (2) copies of Bid.</u>

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the <u>City Clerk</u> by the <u>Date and Time</u> scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said <u>Bid Specifications</u>, <u>Opening Date</u>, or <u>Time Change</u> will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission <u>must be prior</u> to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, <u>after</u> bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department <u>prior</u> to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 86-0713495
SOCIAL SECURITY NUMBER: Not applicable.

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): Not applicable.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. <u>Enclose one (1) original and two (2) copies of Bid documents.</u>

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the <u>Finance Department</u>. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the <u>Department</u> involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the <u>Finance Department</u>.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER:	THATCHER COMPANY OF ARIZONA, INC.
AUTHORIZED	AGENT: MAY A MANH
ADDRESS:	Craig N. Thatgher P. O. Box 27407, Salt Lake City, UT 84127-0407
TELEPHONE N	IUMBER (623) 691-6499
FAX NUMBER	(623) 691-6502
DELIVERY:	Within 3 to 5 days after receipt of order.
STATE PURCH	ASING RESIDENT CERTIFICATION NO.: Not applicable.
NEW MEXICO	CONTRACTORS LICENSE NO.: Not applicable.
BID ITEM (S):	A: Liquid Aluminum Sulfate
OF LAS VEGA	ER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY S RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY REGULARITY IN THE FORM OF THE BID.
	AFFIDAVIT FOR FILING WITH COMPETITIVE BID
STATE OF	
COUNTY OF Craig N. That	SALT LAKE SALT LAKE cher , of lawful age, being of first duly sworn in oath, say that I
bidder has not by agreement to as to the terms any discussion	uthorized by the bidder to submit the attached bid. Affiant further states that the been a party to any collusion among bidders in restraint of freedom of competition bid at a fixed price or to refrain from bidding; or with any city official or employee of said prospective contract, or any other terms of said prospective contract; or in between bidders with any city official concerning an exchange of money or any alue for special consideration in the letting of a contract.
Subscribed and	Signature Craig N. Thatcher sworn to before me, this 11th day of August 20 17
(SEAL)	Notary Public-Signature WENDY G. RICHMOND My Commission Expires: January 11, 2019
	WENDY G. RICHMOND Notary Public State of Utah My Commission Expires Jan. 11, 2019 Commission Number: 680327

CITY OF LAS VEGAS

BID FORM

OPENING NO:

BID ITEM: STANDARD LIQUID ALUMINUM SULFATE

CHARACTERISTICS:

Liquid aluminum sulfate or liquid alum is a clear, light green to light yellow aqueous solution. Iron-free and food-grade liquid alums are clear and colorless.

PROPERTIES:

(Approximately 48.5% dry aluminum sulfate)

Al2(SO4) 14 H2O,in water

Product Weight	11.1-11.2 lb/US gallon
----------------	------------------------

Molecular weight of dry alum (14 H2O product 594

pH, 1% solution (14 H20 product)

3.5 (approx.)

Specific gravity 1.333-1.337

Freezing point -15 deg. (5 deg. F)

Boiling point 101 deg. C (214 deg. F)

SPECIFICATIONS:

Grade	Commercial	Low Iron	Iron-Free	Food Grade
Total soluble Al2O3 %	8.2-8.4	8.0-8.2	8.0-8.2	8.0-8.2
Free Al2o3	0.01-0.2	0.01-0.2	0.01-0.15	0.1-0.15
Total soluble iron	0.3 max	<0.02*	0.005 max	0.005 max
Water insolubles,%	0.02 max	0.02 max	0.005 max	0.005 max

CITY OF LAS VEGAS BID FORM

BID ITEM (S):Standard Liquid Aluminum Sulfate	
A. Liquid Aluminum Sulfate	\$ 0.173/lb., "as is" basis
B	\$
C	\$
D	\$
E	\$
F	\$
G	\$
F	\$
G	\$
Н	\$
I	\$
J	\$
K	\$
L	\$
M	\$
N	\$
O	\$
P	\$
Q	\$
R	\$
S	\$
NOTE: Appendices A and B form part of our proposal.	\$ \$ 34,254.00

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMIL Y MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:	
Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(The above fields are unlimited in size)	
Signature	Date
Title (position)	_
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOT (\$250) WERE MADE to an applicable publicapresentative.	AL OVER TWO HUNDRED FIFTY DOLLARS ic official by me, a family member or
Marx H Matche	August 11, 2017
Signature Craig N. Thatcher	Date
President	
Title (Position)	-

THATCHER COMPANY OF ARIZONA, INC.

6321 South Rainbow Road, Buckeye, AZ 85326

Phone (623) 691-6499 Fax (623) 691-6502

APPENDIX A

FORCE MAJEURE

PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
 - (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.

THATCHER COMPANY OF ARIZONA, INC.

6321 South Rainbow Road, Buckeye, AZ 85326

Phone (623) 691-6499 Fax (623) 691-6502

APPENDIX B

PRODUCT WARRANTY

SELLER'S LIMITED WARRANTY: SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES: THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.
- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.
- (c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
- (b) Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet (MSDS). Buyer assumes the following duties and obligations:
 - (1) Buyer shall promptly and carefully inspect the goods upon receipt. Buyer will adopt and maintain safe handling, storage, transportation, use treatment and disposal practices with respect to the goods, and further agrees to follow such special care and best manufacturing practices as Buyer's use of the goods require including, but not limited to, all such practices required by federal, state, and local government statutes, rules, regulations or ordinances;
 - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
 - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.

THATCHER COMPANY OF ARIZONA, INC.

6321 South Rainbow Road, Buckeye, AZ 85326



Phone (623) 691-6499 Fax (623) 691-6502

August 2017

MAILING ADDRESS NOTICE FOR BIDS, REQUEST FOR QUOTATIONS, CONTRACTS/AGREEMENTS, INSURANCE REQUESTS

Contracts/agreements:

Craig N. Thatcher, President Thatcher Company of Arizona, Inc. P. O. Box 27407 Salt Lake City, UT 84127-0407 wendy.richmond@tchem.com

Requests for bids, quotations, certificate of insurance:

Wendy Richmond

Thatcher Company of Arizona, Inc.

P. O. Box 27407

Salt Lake City, UT 84127-0407 wendy.richmond@tchem.com

Payments:

Thatcher Company of Arizona, Inc.

P.O. Box 27407

Salt Lake City, UT 84127-0407

Order placement:

Dana Moussette

Thatcher Company of Arizona, Inc.

6321 So. Rainbow Road Buckeye, AZ 85326

dana.moussette@tchem.com

Bid tabulation:

wendy.richmond@tchem.com ben.haynes@tchem.com

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09-08-17

DEPT: Community Development

MEETING DATE: 09-20-17

ITEM/TOPIC:

Rezone of a property located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico via Ordinance #17-10, amendment to the Official Zoning Map for property.

ACTION REQUESTED OF COUNCIL:

Conduct a public hearing and approve or disapprove the adoption of proposed ordinance.

BACKGROUND/RATIONALE:

Joe C. & Marcella A. Coca, owners of four lots known as 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on August 28, 2017. Mr. & Mrs. Coca are requesting that said property be re-zoned from the present R-2 (Multi-Residential Zone) to an R-3 (Mixed Residential Zone). The applicant's intent is to have lots available for lease or sale for the placement of single wide mobile homes on the property, which is permitted in the R-3 zoning.

STAFF RECOMMENDATION:

Consideration by Mayor and Council.

COMMITTEE RECOMMENDATION:

The Planning & Zoning Commission recommends approval of the re-zone with conditions.

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

SUBMITTER'S SIGNATURE

ANN MARIE GALLEGOS

FINANCE DIRECTOR (PROCUREMENT)

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN

MAYOR

BICHARD R. TRUJILLO

CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD) CORINNA LASZLO-HENRY

CITY ATTORNEY

(ALL CONTRACTS MUST BE

REVIEWED)

Approved to form 1-26-15

CITY OF LAS VEGAS, CITY COUNCIL ORDINANCE NO. 17-10

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-2 (MULTI-FAMILY RESIDENTIAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR PROPERTIES LOCATED AT 2307, 2309, 2311 AND 2313 DAHLIA STREET, LAS VEGAS, NEW MEXICO AS REQUESTED BY JOE C. & MARCELLA A. COCA (APPLICANTS/OWNERS).

WHEREAS, Joe C. & Marcella A. Coca have applied for an amendment to the official zoning map for properties located at 2307, 2308, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on August 28, 2017 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the properties located at 2307, 2308, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico from an R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) and on August 28, 2017 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on September 20, 2017, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Bodyof the City of Las Vegas, New Mexico, hereby GRANTS the amendment to the Official Zoning Map by rezoning and changing the district classification of certain property located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico from an R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows:

Lots 8, 9, 10 and 11, Block 4, Luis Encinias Subdivision, as highlighted on attached Lot Line Adjustment Plat # 016-145, completed by Winston & Associates, LLC, and recorded at the San Miguel County Clerk's Office on November 16, 2016, Plat Book 73, Page 35.

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

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may

	require.		
2.		ublic hearings were in accordance for the zone change has been pro	_
PASSED,	, APPROVED AND ADOPTED O	N THIS DAY OF	, 2017
ATTEST	:		
Casandra	a Fresquez, City Clerk	Tonita Gurulé-Girón, Ma	yor
	ED AND APPROVED EGAL SUFFIENCY ONLY		

Corinna Laszlo-Henry, City Attorney

be amended whenever public necessity, convenience, or general welfare

CITY COUNCIL RECORD PROPER

Applicants/Owners	Joe C. & Marcella A
CocaLocation	. 2307, 2309, 2311 and 2313 Dahlia
Street	
Hearing Date	September 20, 2017

ACTION REQUESTED:

Approve or disapprove the adoption of Ordinance No. 17-10, amending the Official Zoning Map from an R-2 (Multi-family Residential Zone) to an R-3 (Mixed Residential Zone) for properties located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico 87701.

BACKGROUND:

Applicants/Owners, Joe C. & Marcella A. Coca, submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application is to change the zoning on four (4) lots located at 2307, 2309, 2311 and 2313 Dahlia Street. The Applicants are requesting to have the properties rezoned from a Multi-family residential zone to a Mixed zone with the intent of having properties available for placement of single wide mobiles homes, which are not allowed in the R-2 Zone. The R-3 Zone is intended to provide for the development of single family homes, duplexes, and mobile homes where all public utilities are immediately available or can be readily obtained. Three of the subject lots are already occupied, on lot is vacant. All utilities are already in place for these properties.

The City's Planning and Zoning Commission held a public hearing on August 28, 2017 to review testimony in favor or in opposition of the request. A total of 12 notices were mailed out to property owners within a radius of 100 feet. One response, in favor of the zone change request, was received during the public hearing. City staff made the recommendations to the Commission, which were approved as noted on the Agreement which is attached.

In accordance with Chapter 450-98 of the zoning ordinance, an amendment to the Official Zoning Map may be initialized by the landowner by application. Mr. & Mrs. Coca files their application with the Planning & Zoning Department on July 14, 2017.

EXHIBITS

Exhibit No.

Description (Document Name, date and number of pages)

	Application to re-zone properties located at 2307, 2308, 2311 and
1	2313 Dahlia Street, Las Vegas, New Mexico, received on July 14,2017
2	- 1 page
	Letter of Intent to re-zone above property, dated July 14, 2017 – 1
3	page
	Warranty deed recorded at the San Miguel County Clerk's Office on
4	May 22, 2012, Doc. #201201856 - 1 page
	Boundary Survey # 016-145_ Recorded at the San Miguel County
	Clerk's Office on November 16, 2016, PB 73, Page 35 with lots being
	re-zoned highlighted – 1 page
5	Elevation sketches provided by Winston & Associates, LLC for Lots 9,
	10 and 11, Block 4, of the Luis Encinias Subdivision - 3 pages
	NOTE: Lot 8 (2313 Dahlia Street) has an elevation certificate on file
	with the Development Application completed.
6	Notice of City Council Meeting to Applicant, dated 09-08-17 - 1 page
	List of property owners within 100-feet of subject property sent
7	notification via certified mail, copy of Assessor's Map (1" = 100'),
	Vicinity Map and Zoning map of subject property – 5 pages
0	Photo of Notice posted for re-zone of properties located at 2307,
8	2309, 2311 and 2313 Dahlia Street - 1 page
9	Copy of the Planning & Zoning Commission Record Property, with
	Staff recommendations listed, which were approved - 1 page
10	Copy of Agreement between the City of Las Vegas and Applicants on
	the conditions which were approved by the Planning & Zoning
	Commission (not signed) – 1 page
11	Findings of Fact and Conclusions of Law and recommendations, not
	signed by Planning & Zoning Commission Chairperson – 2 pages
12	Ordinance #17-10; Reviewed and approved by all parties – 3 pages

Exhibit # 1

JUL 1 4 2017

JUL 1 4 2017
CITY OF LAS VEGAS ZONE CHANGE APPLICATION
4vam map.
Name of applicant(s): OP L. Loca
Address of applicant: 523 llegas Br.
Property interest of applicant(s): 2307, 2309, 2311 4 2313 DAliah Owner, under contract, purchaser, etc.
Home phone #: 454-6004 work #: cell# 429-2837
Address of property to be rezoned: 2307, 2309, 2311, 2313 FA/iah St. If an address does not exist for this property, staff can assist you with assignment of an address.
What is the present use of the property? Rev fal (M. H. Spaces) Commercial, residential, agricultural
Why do you want to rezone your property? <u>VEZCNING</u> Will MAKE if
easier to sell or vent
Signature of applicant Marcella a. Cosa Date July 14, 2017
Date
Signature of owner (If different from applicant)
This area to be filled in by staff Doc. # 2012.01856
1. DB of recorded deed Recorded May 22, 2012.
2. Present zone classification? R-2 (MuHi-family Residential Zone)
2012
3. What will the zone classification be after the zone change?
R-3 (Mixed Residential Zone)
Date fee was paid?08-11-17 receipt #470564
Amount paid? # 130.00

Please provide applicant with copy of this application

COCA'S MOBILE HOME SPACES/LOTS

July 14, 2017

TO.

CITY OF LAS VEGAS COMMUNITY DEVELOPMENT DEPARTMENT C/O MARIA PEREA

FROM

MR. JOE C. COCA

SUBJECT;

APPLICATION FOR ZONE CHANGE AT 2307,2309,2311,& 2313 DALIAH ST.

EACH LOT IS FIFTY (50) FEET WIDE AND ONE HUNDRED TWENTY SEVEN AND A HALF FEET DEEP, LONG. (127.50)

THE MAIN REASON FOR CHANGE IS THAT LOTS ARE PRESENTLY ZONED FOR DOUBLE WIDE M.H. ONLY, BY CHANGING TO ALLOW BOTH SINGLE AND DOUBLE WIDE HOMES WILL INCREASE MY CHANCES OF RENTING OR SELLING. THREE OF THESE LOTS ARE ALREADY OCCUPIED BY DOUBLE WIDE HOMES.

ON DALIAH ST. WHICH IS A RATHER SHORT ST. THERE IS A MIXTURE OF SINGLE AND DOUBLES.

YOUR KIND CONSIDERATION ON THIS MATTER WILL BE GREATLY APPRICATED.

SINCEREL V.

File#						
The document contains						

Territorial Title Of Las Vegas, Inc.

New Mexico Statutory Form Rev.5-75

Escrow #00034347

WARRANTY DEED

Eloisa U. Pena, A Widow

for consideration paid, grant

to Joe C. Coca and Marcella A. Coca, Husband and Wife as Joint Tenants whose address is 523 Vegas Dr. Las Vegas, NM 87701

the following described real estate in County, New Mexico:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Four (4) and Tract One (1) and Tract Two (2), all within the Luis Encinias Subdivision, Las Vegas, San Miguel County, New Mexico, as shown on plat of survey by Winston & Associates, LLC, dated March 5, 2012, plat no. 012-018, filed in the office of the San Miguel County Clerk, March 5, 2012 in Plat Book 67, page 5, document no. 2079.

SUBJECT TO: Reservations, restrictions, easements of record & taxes for 2012 and subsequent years.

TOGETHER WITH: All rights appurtenant thereto

with warranty covenants.

WITNESS our hands and seals this 22nd day of May, 2012

Eloisa U. Pena

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this 22^{ad} day of May 2012

by Eloisa U. Pena

(Name or Names of Person or Persons Acknowledging)

My commission expires:

COUNTY OF SAN MIGUEL. STATE OF NEW MEXICO

WARRANTY DEED PACES: 1

Notary Public

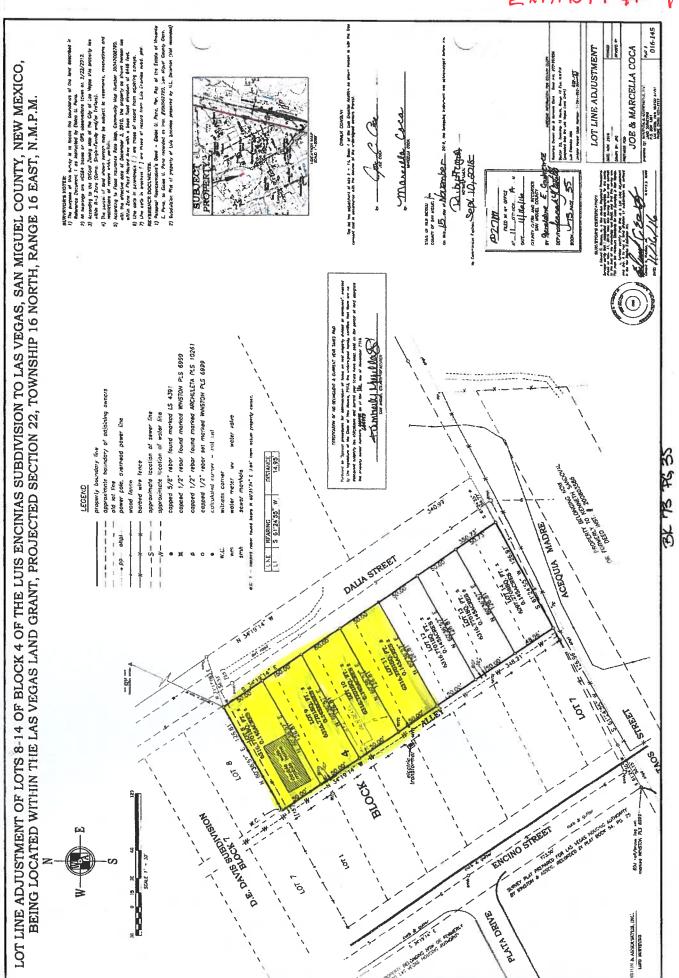
Hereby Certify That This Instru cut Was Filed for Record On The 22ND Day Of May, A.D., 2012 at 01:22:33 PM And Was Duly Recorded as Instrument # 201201856 Of The Records Of San Miguel County

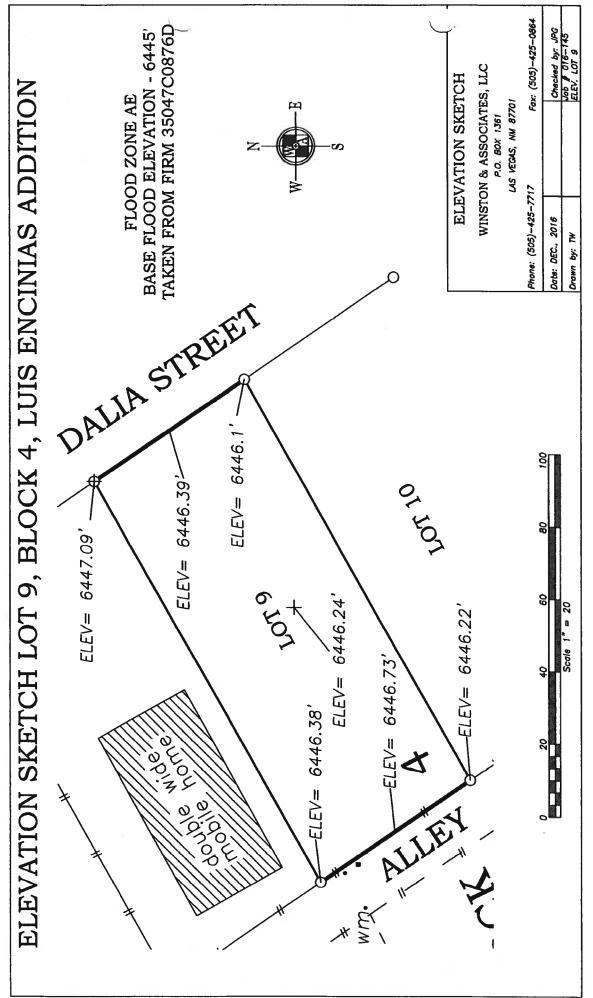
Witness My Hand And Seal Of Office Melanie Y. Rivera

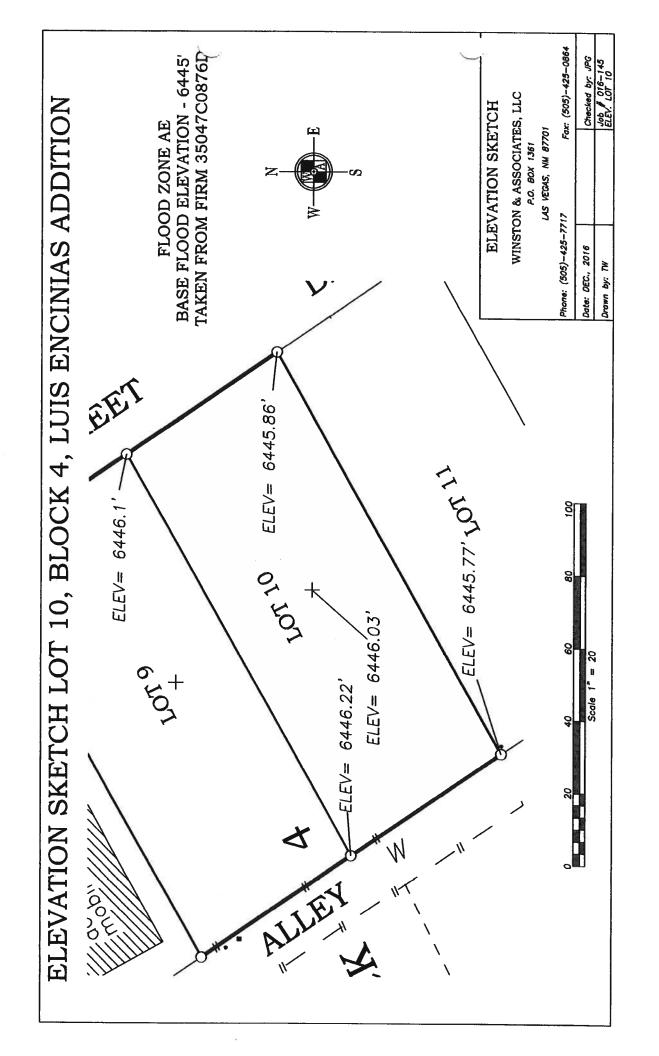
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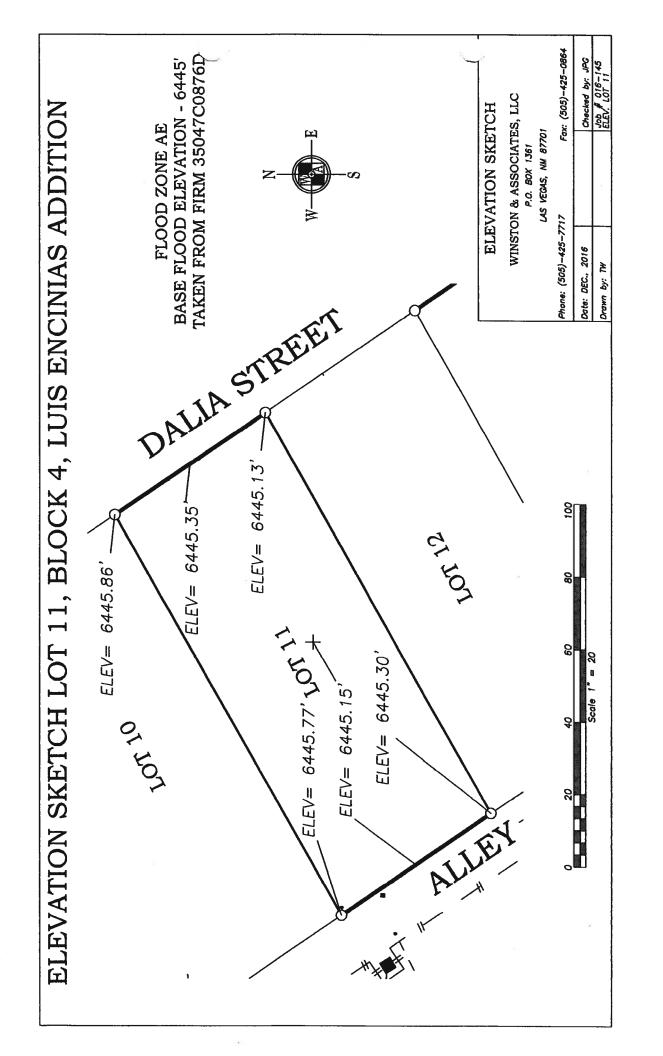
County Clerk, San Miguel, NM

e-Recorded 201201856 05/22/12 San Miguel County









CITY OF LAS VEGAS 1700 NORTH GRAND AVE. LAS VEGAS, NM 87701

T 505.454,1401 F 505.425,7335 LASVEGASNM.GOV VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN

MAYOR

September 8, 2017

DAVID ULIBARRI COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY COUNCILOR, WARD 3

DAVID L. ROMERO COUNCILOR, WARD 4 Joe C. & Marcella A. Coca 523 Vegas Drive

Las Vegas, NM 87701

Dear Mr. & Mrs. Coca:

This is to formally give you notice that the Planning and Zoning Commission on August 28, 2017 recommended approval of your application to re-zone the property located at 2307, 2309, 2311 and 2313, Las Vegas, New Mexico. The City Council will consider the Commissions' recommendation at their regular meeting to be held on September 20, 2017 at 6:00pm in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, NM 87701.

Staff will initially present the item to the Council. At the end of the staff presentation, the Mayor will open the hearing. In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

It is required that you or a representative be present at the hearing to answer any questions the Council have of your application. Failure to be present may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose, you may bring in other parties in support of your request.

If you have any questions, please feel free to contact me at (505) 426-3279.

Sincerely,

Maria D. Perea

Planning & Zoning Coordinator

XC: Applicant File



APPLICATION FOR ZONE CHANGE - - An Application for a Zone Change from an R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) for property located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, NM 87701, for the purpose of being able to sell or lease lots for single wide mobiles.

APPLICANT(S):

Joe C. & Marcella A. Coca

523 Vegas Drive Las Vegas, NM 87701

1-094-093-369-155 - - Lots 8, 9, 10 and 11, Block 4, Luis Encinias Subdivision Warranty Deed recorded on May 22, 2012, Doc. # 2012018566089

OWNER(S):

Joe C. & Marcella A. Coca

523 Vegas Drive

Las Vegas, NM 87701

- 1. 1-094-093-349-188 Joe C. & Marcella A. Coca 523 Vegas Drive Las Vegas, NM 87701
- 3. 1-094-093-255-159 M. Ruby Ann Gomez 2310 Encino Street Las Vegas, NM 87701
- 5. 1-094-093-357-154 Sandra Newman 2306 Encino Street Las Vegas, NM 87701
- 7. 1-094-093-359-148 Joe C. & Marcella A. Coca 523 Vegas Drive Las Vegas, NM 87701
- 9. 1-094-093-370-177 Alejandro J. & Sharon M. Rivera 31 Los Alamosgordos Road Las Vegas, NM 87701

- 2. 1-094-093-354-162 Margaret Ludi 2312 Encino Street Las Vegas, NM 87701
- 4. 1-094-093-355-156
 Adelaido Romero &
 Nicole Ramirez
 2625 Hot Springs Blvd.
 Las Vegas, NM 87701
- 6. 1-094-093-359-152 Joe C. & Marcella A. Coca 523 Vegas Drive Las Vegas, NM 87701
- 8. 1-094-093-361-148 Joe C. & Marcella A. Coca 523 Vegas Drive Las Vegas, NM 8771
- 10. 1-094-093-380-175
 Alejandro Rivera
 31 Los Alamosgordos Road
 Las Vegas, NM 87701

APPLICATION FOR ZONE CHANGE - - An Application for a Zone Change from an R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) for property located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, NM 87701, for the purpose of being able to sell or lease lots for single wide mobiles.

Joe C. & Marcella A. Coca Page 2

11. 1-094-093-395-170 Alejandro Rivera 31 Los Alamosgordos Road Las Vegas, NM 87701

13. 1-094-093-381-194 Suenos Grandes, LLC P. O. Box Street Las Vegas, NM 87701

15. 1-094-093-381-176 Joe C. & Marcella A. Coca 523 Vegas Drive Las Vegas, NM 87701

17. 1-094-093-375-146 Kenneth Sandoval 1107 Pecos Street Las Vegas, NM 87701

- 12. 1-094-093-377-210
 Fidencio & Barbara Griego
 514 Valley Street
 Las Vegas, NM 87701
- 14. 1-094-093-376-190 Brian & Mollie Billie 2438 Dahlia Street Las Vegas, NM 87701
- 16. 1-094-093-357-135 Martha J. Lucero 113 Taos Street Las Vegas, NM 87701
- 18. 1-094-093-375-009 Morada Luz, LLC 1928 Church Street Las Vegas, NM 87701

ONLY ONE (1) LETTER SENT - - All properties belong to Joe C. & Marcella A. Coca ONLY ONE (1) LETTER SENT - - Both properties belong to Alejandro Rivera

Above list was compiled on August 07, 2017 as per September 15, 2015 Map/Parcel Data provided by the San Miguel County Assessor's Office. List was verified as per list of current owners provided by the San Miguel County Assessor's Office on August 10, 2017. List was completed and verified by Maria D. Perea, Planning & Zoning Coordinator for Community Development Department.



The Planning & Zoning Commission/ Board of Adjustment will hold a **PUBLIC HEARING** on Monday, August 28, 2017 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **ZONE CHANGE** from an R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) for properties located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, NM 87701. The purpose of the Zone Change is for making property easier to sell or rent, if allowed to place single wide Mobile Home on the properties. Application submitted by Joe C. & Marcella A. Coca, (Applicants/Owners). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE** request. You may appear at the hearing to enter your testimony in favor or in opposition to this request. The applicant aggrieved by the decision of the Planning & Zoning Commission, may file a written notice of appeal.

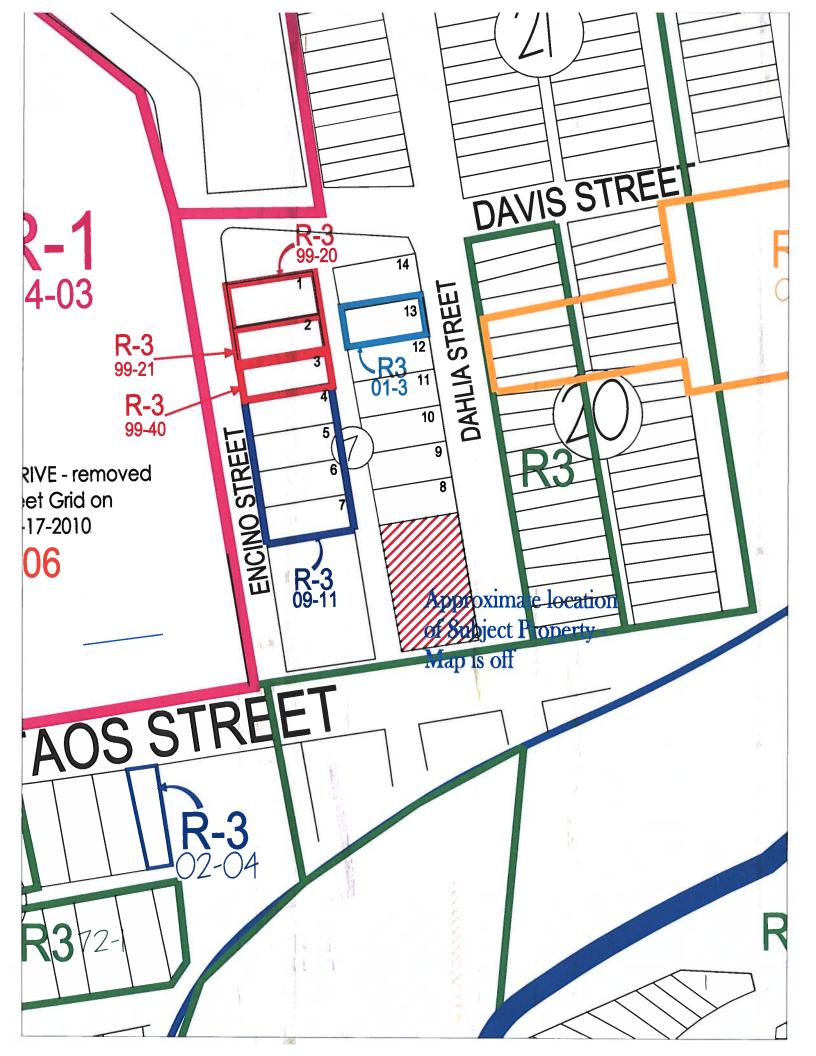
If you require further information, please contact Maria D. Perea, Planning & Zoning Coordinator at (505) 454-1401, Ext. 3279.

CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT 1700 NORTH GRAND AVENUE LAS VEGAS, NEW MEXICO 87701



'NOT TO SCALE'



NOTICE OF PUBLIC HEARING

ADDRESS: 523 Hegas Drive, Las Vegas, NM 8070 LOCATION OF PROPERTY: 2307, 2309, 2311 ¢ 3315 Danlia Street, Las Vegas, New 87701 APPLICANT: Jue Coca & Marcella Con

APPLICATION FOR: Zone Change - 72 to 723 The Planning & Zoning Commission

recommendations concerning proposed (Multi-family Pesidented Zone)

The Roll Mixed Hesidential Zone) for proportion on Dahlia St., assisted along for single wide mobile homes

on August 12 2017 at 4:00 a.m. (p.m) at the City Council

Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

LAS VEGAS, COMMUNITY DEVELOPMENT DEPT. AT (505) 454-1401. I AS VECTOR ON THIS CASE, YOU MAY CONTACT THE CITY OF ALL PERSONS HAVING AN INTEREST IN THE MATTER HAVE A RIGHT TO BE HEARD AT THIS HEARING. FOR MORE

RECORD PROPER ZONE CHANGE APPLICATION

Applicants/Owners	Joe C. & Marcella A. Coca
Location	2307, 2309, 2311 and 2313 Dahlia Street
Hearing Date	Monday, August 28, 2017

ACTION REQUESTED:

A recommendation for approval of a Zone Change from an R-2 (Multifamily Residential Zone) to an R-3 (Mixed Residential Zone) for properties located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico 87701.

STAFF RECOMMENDATION:

After review of the attached application and documents submitted, Community Development staff is recommending approval of the zone change from a R-2 zone to an R-3 zone, with the following conditions:

- 1. Applicants/owners must insure that lessees/buyers of above lots are informed that the lots are within a Flood Plain and requirements.
- 2. Applicants/owners must insure that any lessee/buyer of above lots reports to the Community Development Department to obtain a Development Application for the placement of any Mobile Home/Manufactured Home, or any construction projects, on said properties.

BACKGROUND:

Exhibit

Applicants/Owners, Joe C. & Marcella A. Coca, would like to change the zoning of Lots 8, 9, 10 and 11, Block 4, of the Luis Encinias Subdivision. Properties are addressed as 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico. The purpose of the zone change is to allow for the placement of single wide Mobile Homes on the lots.

EXHIBITS

Description

No.	(Document Name, date and number of pages)
1	Application to re-zone properties located at 2307, 2308, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico, received on July 14,2017 – 1 page
2	Letter of Intent to re-zone above property, dated July 14, 2017 – 1 page
3	Warranty deed recorded at the San Miguel County Clerk's Office on May 22, 2012, Doc. #201201856 – 1 page
4	Letter to property owner advising of the meeting date and time, dated August 14, 2017 – 1 page
5	Boundary Survey # 016-145, Recorded at the San Miguel County Clerk's Office on November 16, 2016, PB 73, Page 35 with lots being re-zoned highlighted – 1 page
6	Elevation sketches provided by Winston & Associates, LLC for Lots 9, 10 and 11, Block 4, of the Luis Encinias Subdivision – 3 pages NOTE: Lot 8 (2313 Dahlia Street) has an elevation certificate on file with the Development Application completed.

AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND JOE C. & MARCELLA A. COCA

Zone Change application submitted to re-zone property located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico from an R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) for the purpose of the placement of single wide mobile homes on properties.

Conditions

Above document was approved by all parties at the Planning & Zoning Commission Public Hearing conducted on Monday, August 28, 2017, which was held at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico at 4:00pm.

- 1. Applicants/owners must insure that lessees/buyers of above lots are informed that the lots are within a Flood Plain and requirements.
- 2. Applicants/owners must insure that any lessee/buyer of above lots reports to the Community Development Department to obtain a Development Application for the placement of any Mobile Home/Manufactured Home, or any construction projects, on said properties.

ACCEPTED:	
Community Development Dept.	
DATE:	
ACCEPTED:	.#Q
Joe C. Coca	Marcella A. Coca
DATE:	DATE:

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION

On August 28, 2017, the Las Vegas Planning and Zoning Commission considered an application submitted by Joe C. & Marcella A. Coca (Applicants/Owners) for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning of properties located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico. The Commission having been presented with the record testimony hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

NOTICE

Notice for the Public Hearing before the Planning and Zoning Commission was published in the Las Vegas Optic on August 13, 2017, faxed to area media on August 17, 2017, mailed via certified mail on August 15, 2017 to property owners within 100 feet, and notice was posted on the external boundaries of the property on August 16, 2017.

APPLICATION

The applicants/owners, Joe C. & Marcella A. Coca, have submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning of properties located at 2307, 2309, 2309 and 2311 Dahlia Street, Las Vegas, New Mexico. The re-zone would allow for single wide mobile homes be placed on the lots.

LAND HISTORY

The properties are currently leased for the placement of double-wide manufactured homes. Property owner has one lot that is currently empty and would like to have it available for single wide mobile homes.

TESTIMONY

Mr. Coca has stated in the application that he would like to change the zoning from R-2 (Multi-family residential) to R-3 (Mixed Residential) as he has had several people look at the lot, but they have single wide mobile homes. Owner would like to have all four lots available for single wide mobile homes in the future.

COMMISSION'S RECOMMENDATION

Based upon the Findings of Fact, the Commission made the following recommendation:

1. Motion was made to recommend approval of the amendment to the Zoning Map.

CONCLUSION OF LAW AND DECISION

Based upon the above findings of fact, the Commission makes the following Conclusions of Law and Decision:

- 1. Adequate notice, pursuant to § 450-104 of the Las Vegas Municipal Code was provided.
- 2. The Zoning Map amendment is in accordance with the Las Vegas Comprehensive Plan.
- 3. The Commission recommends to the City Council that the proposed Zone Change amendment be approved for property located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico.

Signed this day of	, 2017
Planning & Zoning Commission	Chairperson



City Manager &City Attorney's Office Review and Approval Form

Date St	ubmittea: <u>At</u>	igust 21, 2017			
Depart	ment Submi	tting and Person:	Comm	munity Development/Maria D. Perea	
I am in	receipt of th	ne document for revie	w titled:	d: Ordinance #17-10	
Amoun	t of Pages to	be reviewed: 3 pages	<u> </u>		
Upon C	Completion o	f review please:Conta	act Maria	ia Perea @ Ext. 3279	
1	Urgency:	☐ High Priority	□ Med	edium Priority Low Priority	
]	Deadline: <u>T</u>	hursday, August 24, 20	<u>017</u>		
Comme	ents:				
Corring Approv	A Lazlo-Henry A C C DY yed / Disappr	ity Manager	— G on —	Date Mac: Corinna haszlo-Henr 3/3/2 Date	7
Ву:	ocuments Pic Vovias inted Name	cked Up: 08	3-29	Maria Dereas Signature	

CITY OF LAS VEGAS, CITY COUNCIL ORDINANCE NO. 17-10

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-2 (MULTI-FAMILY RESIDENTIAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR PROPERTIES LOCATED AT 2307, 2309, 2311 AND 2313 DAHLIA STREET, LAS VEGAS, NEW MEXICO AS REQUESTED BY JOE C. & MARCELLA A. COCA (APPLICANTS/OWNERS).

WHEREAS, Joe C. & Marcella A. Coca have applied for an amendment to the official zoning map for properties located at 2307, 2308, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on August 28, 2017 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the properties located at 2307, 2308, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico from an R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone) and on August 28, 2017 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on September 20, 2017, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Bodyof the City of Las Vegas, New Mexico, hereby GRANTS the amendment to the Official Zoning Map by rezoning and changing the district classification of certain property located at 2307, 2309, 2311 and 2313 Dahlia Street, Las Vegas, New Mexico from an R-2 (Multi-Family Residential Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows:

Lots 8, 9, 10 and 11, Block 4, Luis Encinias Subdivision, as highlighted on attached Lot Line Adjustment Plat # 016-145, completed by Winston & Associates, LLC, and recorded at the San Miguel County Clerk's Office on November 16, 2016, Plat Book 73, Page 35.

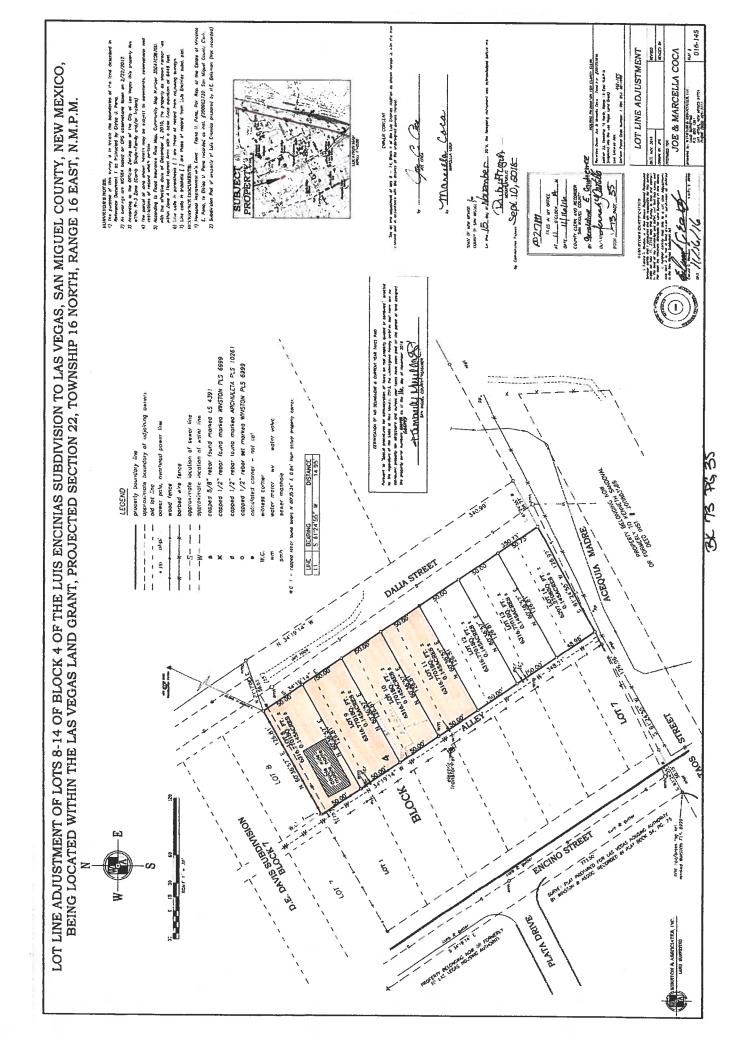
BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may

be	amended	whenever	public	necessity,	convenience,	or	general	welfare
req	uire.							

2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

PASSED, APPROVED AND ADOPTED ON THIS	S DAY OF	, 2017.
ATTEST:		
Casandra Fresquez, City Clerk	Tonita Gurulé-Girón, Mayor	
REVIEWED AND APPROVED AS TO LEGAL SUFFIENCY ONLY		
Corinna Laszlo-Henry, City Attorney		



CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/08/17

DEPT: Senior Center

MEETING DATE: 9/20/17

ITEM/TOPIC:

Resolution #17-36 to Donate a 2008 Ford Ranger Hotshot Truck to Village of Eagle Nest Senior Center.

ACTION REQUESTED OF COUNCIL:

1. Approval/Disapproval of Resolution #17-36 to Donate a 2008 Ford Ranger Hotshot Truck to the Village of Eagle Nest Senior Center.

BACKGROUND/RATIONALE:

The City of Las Vegas Senior Center Department received 5 new Hotshot Trucks, through an appropriation, within the last 3 months and this vehicle is no longer being used by the City of Las Vegas Senior Center.

STAFF RECOMMENDATION: Approval of Resolution #17-36

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.

UBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRÓN

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY

CITY ATTORNEY

(ALL CONTRACTS MUST BE

REVIEWED)

CITY OF LAS VEGAS

RESOLUTION NUMBER 17-36

A RESOLUTION DONATING ONE 2008 FORD RANGER HOTSHOT TRUCK BELONGING TO THE CITY OF LAS VEGAS TO THE VILLAGE OF EAGLE NEST SENIOR CENTER AND DIRECTING THE CITY OF LAS VEGAS SENIOR CENTER TO DONATE SAID PROPERTY TO THE VILLAGE OF EAGLE NEST SENIOR CENTER, EAGLE NEST, NEW MEXICO.

WHEREAS, the City of Las Vegas wishes to donate to the Eagle Nest Senior Center, described as follows:

1. 2008 Ford Ranger Hotshot Truck VIN # 1FTYRH40BPA84128

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 Senior Center Department.

WHEREAS, when this property is donated to another agency, it shall be understood that the property listed above **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 Senior Center Department is hereby declared excess property and not needed for any City purpose of function and that said property should be donated.

PASSED, APPROVED AND ADOPTED this	day of	, 2017.
	CITY OF LAS VEGA	AS:
	TONITA GURULE-C	GIRON, MAYOR
ATTEST:		
Casandra Fresquez, City Clerk		
Approved as to Legal Sufficiency Only		
Corinna Laszlo-Henry, City Attorney		

Office of the Mayor

P.O. Box 168

Eagle Nest, New Mexico 87718

TELEPHONE (575) 377-2486 FAX (575) 377-2487

Richard Trujillo Las Vegas City Manager 1700 N. Grand Ave. Las Vegas, N.M.

Re: Hotshot Vehicle

Dear Mr. Trujillo,

The Eagle Nest Senior Center Manger recently spoke to Wanda Salazar. During their conversation we were informed of the new acquisition of "Hotshot" vehicles for your Senior Center. I contacted Ms. Salazar and during our conversation I reviewed the current status of the transportation needs for the Home Delivered Meals at Eagle Nest Senior Center. Some of the struggles include lack of 4-wheel drive vehicles for inclement weather and the mud season, struggle to maintain proper temperatures and the number of miles we travel between stops. We would like to reach out to you and the City of Las Vegas and request that you consider Eagle Nest Senior Center as a possible recipient of one of the "Hotshot" vehicles you are removing from service.

The senior's in Moreno Valley that rely upon Home Delivered nutrition from Eagle Nest Senior Center would greatly benefit from a dependable vehicle. Thank you for your consideration. If you have any questions, please feel free to contact me at 575-377-2486.

Sincerely,

Mary Berglund Village of Eagle Nest Administrator

Eagle Nest Senior Center Director

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/15/17

DEPT: Executive

MEETING DATE: 9/20/17

ITEM/TOPIC: Appointment of Community Development Director

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to appoint Renee Garcia as the Community Development Director.

BACKGROUND/RATIONALE: As per City of Las Vegas Municipal Charter, Article V, Section 5.07 C. The city manager shall appoint department directors, subject to approval by the Governing Body.

STAFF RECOMMENDATION:

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 GURULÉ-GIRÓN

MAYOR

ANN MARIE GALLEGOS FINANCE DIRECTOR (PROCUREMENT)

RIĆHARD TRUJIĽLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY CITY ATTORNEY (ALL CONTRACTS MUST BE REVIEWED)

Section 5.06. Chief of Police.

- A. There shall be a Chief of Police.
- **B.** The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing Body shall enter into a contract with the chief of police which shall establish, among other matters, compensation, benefits, duties and responsibilities. The Chief of Police shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment.
- C. The Chief of Police serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body.

Section 5.07. Departments. —

- A. Subject to approval of the Governing Body, the city manager shall establish such departments as are necessary for efficient administration of the City.
- B. Each department shall be under the supervision of a department director, subject to the direction and supervision of the city manager.
- C. The city manager shall appoint department directors, subject to approval by the Governing Body.
 - **D.** Department directors are at-will employees who may be suspended or removed by the city manager, subject to approval by the Governing Body.
 - E. The city manager may serve as a department director, provided that the manager shall not serve as either city clerk or finance director.

Section 5.08. Personnel System.

- A. The Governing Body shall adopt a personnel ordinance which is consistent with this Charter establishing the personnel policies, rules and procedures of the City. All appointments and promotions of City employees, other than department directors and those employees who are by this Charter or by ordinance designated as at will employees, shall be made solely on the basis of merit and fitness in accordance with the personnel ordinance to be adopted by the Governing Body.
- B. The personnel ordinance shall:
 - (1) Establish a merit system governing personnel policies necessary for the effective administration of the employees of the City departments, offices and agencies, including but not limited to classification and pay plans, examinations, force reduction, discipline, termination, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations;
 - (2) Be consistent with all mandatory federal and state requirements; and