

CITY OF LAS VEGAS
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505-454-1401 FAX: 505-425-7335

Mayor Tonita Gurulé-Girón

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
May 16, 2018—Wednesday— 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (April 11th and April 18th 2018)**
- 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 Zachary McNellis to award prizes to winners of the 2nd annual Book Reading Contest hosted by Carnegie Public Library.
 - Presentation by Leo Maestas from the Office of Emergency Management (OEM) providing information about OEM.

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XI. CITY MANAGER'S REPORT

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 to purchase a Caterpillar 420F2 IT4E backhoe.

Maria Gilvarry, Utilities Director The Gas Division seeks to purchase a Caterpillar 420F2 IT4E backhoe. The division's oldest backhoe is 28 years old and is in need of regular maintenance and service. It is showing excessive age and wear. The backhoe being replaced will be transferred to the Waste Water division as they are in need of a backhoe. The cost to purchase the new backhoe is \$116,894.81.

2. Approval to publish Ordinance No. 18-03 amending Ordinance No. 18-01 entering into a loan agreement with the New Mexico Finance Authority.

Maria Gilvarry, Utilities Director Ordinance 18-01 was passed, approved and adopted at the City Council Meeting on March 21, 2018 approving a loan with the NMFA for the purposes of obtaining for financing the acquisition of water storage rights. A principal amount of up to \$4,200,000.00 together with interest will be repaid from the distributions of the revenues from GRT. The funding agency requires that the loan be repaid from the distributions of the revenues from GRT. The funding agency requires that the loan be approved through ordinance. The original ordinance must be amended to allow delegation of authority to make certain determinations concerning the terms of the loan agreement and authorizing the taking of other actions in connection with the execution and delivery of the loan agreement and the intercept agreement.

3. Approval to adopt the City of Las Vegas, NM, Metropolitan Redevelopment Plan, Authorizing Resolution No. 18-22 and approval of Grant Agreement and Certificate of Grantee.

Robert Archuleta, Grant Writer/Administrator The City of Las Vegas in collaboration with Architectural Research Consultants, Mainstreet, New Mexico, New Mexico Finance Authority, Mainstreet de Las Vegas, New Mexico Historic Preservation and NMDOT has completed the final draft of the plan and is now ready for adoption by the Governing Body.

XIV. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance 18-04 amendment to the Official Zoning Map for property.

Maria Perea, Planning and Zoning Coordinator The City of Las Vegas, owner of Lots 4, 5, 6, 7 & 8, Block 2, Miguel Romero Y Baca Addition known as 2513 Hot Springs Blvd., Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on April 30, 2018. City of Las Vegas is requesting that said property be rezoned from the present R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone). The applicant's intent is to accommodate a Farmer's market within parking lot of above property for the Old Town residents.

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 DISABILITIES: 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 WORK
SESSION HELD ON WEDNESDAY, APRIL 11, 2018 AT 5:30 P.M. IN THE
CITY COUNCIL CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
David Silva, Acting City Attorney
Chris Lopez, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr. asked for prayers regarding the safety for children of the community during Little League season and for the coaches and parents involved.

APPROVAL OF AGENDA

Councilor Ulibarri, Jr. 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 L. Romero

Yes

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.

PUBLIC INPUT

Robert A. Ortiz advised that he was employed at the Las Vegas Fire Department for over 10 years, he loved his job, the people he worked with and stated they had a strong relationship that was built on integrity and trust. He advised that he was there to speak regarding the Special Audit finding for Human Resource Department and Fire Department.

Mr. Ortiz stated that he fully supported Chief Billy Montoya who had gone above and far beyond for the Fire Department, he added that he had known Human Resource Manager April Gonzales and Chief Montoya for ten years and added that the Fire Department was very close knit therefore they would have heard of any issues regarding the Human Resource Department. He stated that there had never been any issues pertaining to the relationships between Chief Montoya, April Gonzales or Casandra Fresquez and considered April Gonzales to be a benefit to them, as she had worked at the Fire Department, in turn recognizing the needs of the department which were different from other departments.

Mr. Ortiz advised that he had never witnessed any boundaries being crossed by either Human Resource Department or the Fire Department and informed that he recently needed the use of the Human Resource Department this year with no problems regarding boundaries being crossed and appreciated Human Resource Manager Gonzales and her staff. He stated that this audit had brought this relationship to light which had no impact on the department and expressed that the relationship between the prior Fire Chief and two prior City Managers had a negative impact on the Fire Department, greatly bringing down the moral. Mr. Ortiz stated that right now the moral is high in the department which was expressed by several firefighters being present and that the Fire Department was united with the common goal of public safety with high ethical and moral standards.

Daniel Atencio advised that he worked as a firefighter with the Las Vegas Fire Department and also worked as the San Miguel County Fire Chief which gave him the opportunity to work with Fire Chief Montoya and April Gonzales for over ten years and that they had greatly helped out the County. He stated that the Las Vegas Fire Department was somewhat of a paramilitary kind of an organization in a

sense, being a structure of rank and felt that the individual who brought their statement forward regarding not being able to utilize the Human Resources, did not practice the chain of command and that there was a miscommunication issue.

Joseph J. Garofalo, Engineer, EMT Basic with the Las Vegas Fire Department and IAFF Local 4625 Union President spoke on behalf of six union members and himself, stating that they unanimously voted to support for the personnel mentioned on page 53 of the Consulting Services report which included the relationships between Chief Billy Montoya, Casandra Fresquez and April Gonzales.

Mr. Garofalo informed that the audit stated that some EMT personnel felt that they could not report personal or Human Resource related issues although wanted to reassure that these words did not reflect the attitude of the IAFF Union members. He advised that Interim City Manager Ann Marie Gallegos handed out copies of the letter he wrote in support for these three individuals and stated that he did not know where these feelings were coming from and wished that it would be brought to light in order for there to be a solution.

Mr. Garofalo expressed that right now they were just words and accusations and that the Union felt that there was never any undue influence from Human Resources Department or the Fire Chief Montoya. He advised that these individuals had all conducted business fairly and professionally and thanked them for that. Mr. Garofalo stated that they each had worked for the City of Las Vegas for many years, have obtained their positions with hard work and dedication and that the City was blessed to have them serving our community. He thanked the Governing body for listening attentively and took the opportunity to encourage Billy Montoya, Casandra Fresquez and April Gonzales with a quote read as follows: *“Be more concerned with your character than your reputation because your character is what you really are, while your reputation is merely what others think of you”...John Wooden.*

Mayor Gurulé-Girón thanked members of the Fire Department who were in support of Fire Chief Billy Montoya, City Clerk Casandra Fresquez and Human Resource Manager April Gonzales. She added that it had been a difficult time during the Special, Housing and Regular audits and thanked Interim City Manager Gallegos and Finance Department staff for their hard work on the audits.

DISCUSSION ITEMS

1. Resolution #18-17 Authorizing the lease of a small parcel of property located in the rear of the Harold Ledoux Fire Station by American Tower.

Interim City Manager Ann Marie Gallegos advised that this resolution would allow the City of Las Vegas to continue to lease the property to American Tower on an annual basis. She stated that the lease had been ongoing since 2006 and that American Tower was requesting to renew the lease for an additional 30 years for the use of a cell phone tower.

Interim City Manager Gallegos informed that an appraisal had been completed by Northeastern Land Appraisals with the market value of said property at \$14,000.00, the approximate size of the partial land was 1,995 square feet and that it had been reviewed and approved by Interim City Attorney David Silva. She advised that American Tower would continue to pay rent on the said property and would remain at \$15,870 for a 30 year period. Interim City Manager Gallegos reported that American Tower would also pay upfront a \$50,000.00 fee to the City of Las Vegas Fire Department and added that the current lease would expire in 2026. She also advised they had received an authorization from Danelle Smith regarding meeting all the requirements of the lease agreement with the City.

Fire Chief Billy Montoya advised that the tower had been located in back of the Fire Department since 2003 and added that every 5 years was considered a term which would increase 15% for each term and found that beneficial for the Fire Department.

Mayor Gurulé-Girón asked if the funding would go specifically to capital projects or be placed to an open line item.

Fire Chief Montoya explained that it would go into the departments' 764 Fund which consisted of several line items for various equipment and informed that there would be transfers in and transfers out from that account. He advised that the increase would be reviewed every 5 years.

Councilor Casey asked what the \$50,000.00 payment was for.

Fire Chief Montoya advised that it was an incentive to extend the lease an additional 30 years and would get deposited into the 764 Fund for use of equipment. He informed that the regular rent amount was approximately \$15,500.00.

Interim City Manager Gallegos advised that the tower would also be available to the City if needed and that it would be included in the contract.

Councilor Howell asked if the Fire Department was currently using the cell tower for their purposes.

Fire Chief Montoya stated that they did not utilize the cell tower although if needed, the tower would be available to the Fire Department.

Brief discussion took place regarding the type of service the cell tower provided.

The Governing body agreed to place the item as a Consent Agenda item.

EXECUTIVE SESSION

Interim City Manager Gallegos advised that there was no need for Executive Session at this time.

Interim City Manager Gallegos informed that Mayor and Council had been invited to attend the opening ceremonies for East Las Vegas Little League at Keyes Park on Saturday at 8:30 a.m. and for West Las Vegas, La Plaza Little League on Sunday at 1:00 p.m. at Rodriguez Park.

Councilor Casey asked if there would be more agenda items at next week's Council meeting.

City Clerk Fresquez advised that there would be two public hearings for the Lodgers Tax 1% increase which had been published and would be brought to Council for adoption and for change in ownership of B-3 Alcohol and Gaming Liquor License. She stated there would also be an Audit RFP for the next three years and two presentations.

Councilor Casey asked if there would be anything on the Special Audit approval.

Interim City Manager Gallegos advised that the Special Audit was already finalized by the State Auditor and that it would be up to Mayor and Council to recommend a Special meeting to bring up discussion on the recommendations and audit findings although the auditor and the State Auditor would not be present, only Mayor, Council and staff would be present.

Councilor Casey stated that she understood that the Council was supposed to approve the Special Audit during the Regular Council Meeting.

Interim City Manager Gallegos advised that the Council approves the Regular Financial Statement Audit which was approved in February and did not require approval by Council for the Special Audit.

Councilor Howell announced that this was National Library Week and advised that Carnegie Library was having an amnesty program for overdue books and encouraged children and adults to visit Carnegie Library.

Councilor Casey asked if the renewal of the contract with AWC would be on the agenda for next week.

Interim City Manager Gallegos advised that the Community Development Department would begin to meet with AWC to negotiate and would be brought back to Council for approval.

Councilor Howell stated that Marshall Poole advised him that part of the AWC contract consisted of having meetings that included the public and asked if that had been addressed.

Interim City Manager Gallegos advised that the contract would be reviewed and would get back with Council regarding the meetings.

Councilor Ulibarri, Jr. asked if the baseball fields were being watered and brought up issues regarding erosion on roads near the culverts.

Interim City Manager Gallegos advised that the fields were being watered to prepare for baseball and stated she would meet with staff regarding the erosion on the streets. She informed that pothole mending would be taking place on Tuesdays and Thursdays for the next two or three months.

Councilor Howell mentioned the flooding that took place in 2017 in several areas of his ward and stated that the property owners who experienced the flooding in their homes were concerned about future flooding. He advised that the City needed to have preemptive actions in place for these areas and asked if he could meet with Streets Supervisor Chris Rodarte and Interim City Manager Gallegos to discuss the flooding issues with property owners in those areas as well as flooding issues on Prince Street.

Mayor Gurulé-Girón advised Interim City Manager Gallegos to set up an Emergency Management meeting in preparation for the rains and also to include Councilor Ulibarri, Jr. due to some of the areas mentioned being in his ward.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Romero and 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	David L. Romero	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

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

Mayor Tonita Gurulé-Girón

ATTEST:

Cassandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR
MEETING HELD ON WEDNESDAY, APRIL 18, 2018 AT 6:00 P.M. IN THE
CITY OF LAS VEGAS COUNCIL CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
David Silva, Acting City Attorney
Chris Lopez, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked for a moment of silence in order for everyone to reflect on their own faith.

APPROVAL OF AGENDA

Councilor Ulibarri, Jr. 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:

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

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

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for March 14th Special, March 14th Work Session and March 28th Special, 2018. 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 A. Ulibarri, Jr.	Yes	David L. Romero	Yes

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón advised that she had no appointments or reports at this time.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Gurulé-Girón took the opportunity to recognize and thank Councilor David Romero for his commendable 8 years of service to the City of Las Vegas and congratulated him for being there for the community.

Mayor Gurulé-Girón recognized and congratulated the future Ward 4 Councilor, David G. Romero for running a formidable race.

PUBLIC INPUT

Marshall Poole with the Animal Welfare Coalition gave a detailed monthly report for March 2018. Mr. Poole advised that April 8-14 was National Animal Control Officer Week and thanked both San Miguel County Animal Control Officers and the City of Las Vegas Animal Control Officers, Consuelo Gallegos and Levy Lujan for their hard work and added they both would be attending training in Gallup on June 5th. He informed that they now had a new relationship with the Santa Fe Animal Shelter and one of their private donors who were supporting the AWC and along with grant money, they would be able to offer the spay/neuter service to the citizens of Las Vegas for \$25 or waive the fee for those who could not afford it. He

expressed the importance of controlling unwanted animals throughout the city by spay and neutering and reported that the AWC along with the New Mexico Dog Bite Prevention & Safety class was recently conducted at Rio Gallinas School with 5 Sheriff's Deputies and Consuelo Gallegos attending.

Pamela G. Daves spoke on behalf of the "Amor de la Tierra Gardening Club" and new President Diana Springer. She advised that seven years ago MainStreet decided to help beautify the City and enhance businesses with planting trees on Douglas Street and that the City was very instrumental in watering the trees. Ms. Daves stated that many of those trees were now dying and advised that they would expend \$200 to water the trees and hoped that the City would also help in watering the trees and in maintaining the beauty that was established on Douglas Street.

Mayor Gurulé-Girón took the opportunity to congratulate Councilor David Ulibarri on his election.

Interim City Manager Gallegos advised that to her knowledge, the trees were being watered although the strong winds may be part of the issue and stated she would follow-up with the Public Facilities Department.

PRESENTATIONS

Chuck Brown with Sunrise Medical Group spoke briefly regarding the new medical clinic in Las Vegas based out of Santa Rosa, New Mexico and advised that they offer a successful non surgical pain clinic in Santa Rosa and were expanding into the Albuquerque area. Mr. Brown informed that Sunrise Medical Group intends to be a great citizen, involved with the youth projects and already involved with Las Vegas First and added that their interest was to provide quality health care in this area of the state.

Mo Bravo spoke briefly regarding the process of opening up a clinic in Las Vegas and advised he had been in communication with Dr. Jesus Tafoya as being the provider. He stated that it was in agreement that Dr. Tafoya was needed and reported that the contract and opening of the clinic came to fruition in 26 days, which was unusual. Mr. Bravo stated they were extremely lucky to have a great team, the support of Dr. Brown and staff, Dr. Tafoya and everyone who took part in making this happen.

Dr. Jesus Tafoya thanked the Governing Body and acknowledged his medical assistant for all her hard work. He stated he wanted to give medical care in his hometown and was thankful to the community for all their support during his career.

Dr. Tafoya thanked everyone for their efforts in contributing to the preparation of the medical building and advised that his ultimate goal was tackling the opioid crisis, a big problem plaguing our city and country and that in the past there were not too many options although that there were now other alternatives in treating pain. Dr. Tafoya informed that the pain clinic in Santa Rosa had been a huge tool in helping getting patients off of medications and addressing the problem. He advised that other services offered would be local allergy testing and counselling services which would be a huge service to the community and were also looking at getting more mid-level providers in order to offer medical services to the whole community.

Dr. Tafoya stated that there was a lot of potential for growth of the clinic and was excited about the future, wanted to build strong roots here in Las Vegas and was happy that he was asked to do this because he was very passionate about our community.

Mayor Gurulé-Girón stated that one of the issues discussed at the time they met with Mr. Bravo was the addition of a treatment center in the future and asked for his thoughts on that matter.

Dr. Tafoya advised that it had not been discussed yet although thought that it was a reasonable thing to consider due to Las Vegas and surrounding areas need for a treatment center. He advised that he would have to consult Dr. Brown and his team in regards to this issue.

Professor Edward Martinez and Elizabeth Juaroz gave a detailed presentation regarding the Hermit's Peak Water Association's river restoration work and how it positively impacts our water security. Professor Martinez spoke of the importance of the collaboration between HPWA, City of Las Vegas and other entities regarding assistance and support in the enhancement of the Gallinas River Walk. He informed that the project would include: Recreation, Health & Wellness, Safety, Maintenance of the Trail, Run-Off issues and Partnership with local business owners.

Professor Martinez advised that the HPWA had received funding to be used to restore the section of the river between Bridge and Prince Streets and added that this would be a long term plan and that the goal was to come up with more funding. He recommended that the City appoint an individual to work closely with the Hermit's Peak Watershed Alliance as a part of this collaborative.

Mayor Gurulé-Girón commended the work the HPWA had done on the river walk, she advised the City had worked on funding and staffing regarding the river walk project before and looked forward to the collaboration. She stated that Interim City Manager Gallegos would follow up on a City representative that would attend meetings.

Councilor Howell asked Professor Martinez if they had scheduled public input meetings.

Professor Martinez advised that they had scheduled public input meetings and they intended to present this same presentation to many different stakeholders as well as conducting educational workshops.

Ms. Juaroz informed that monthly "Steering Committee" meetings" for the Gallinas River Park Collaborative would be held tomorrow at 3:30 p.m. at Hewitt Hall.

CITY MANAGER'S REPORT

Fire Chief Billy Montoya provided the governing body with information related to fire dangers and stated he would be reporting on fire dangers that were occurring. He advised they would be reaching out to the public regarding that there is "No Open" burns allowed within the City limits and advised that the "No Burn" Ordinance had been in effect for several years. Fire Chief Montoya advised that they would be notifying the public by radio, the City's website and in the Las Vegas Optic.

Fire Chief Montoya advised he attended several summits and trainings that covered all levels from Municipalities to Federal regarding the protection of watersheds and would talk with Utilities Director Maria Gilvarry regarding the City's watershed. He explained that the National Interagency Fire Center provided Predictive Services-Outlook Period for March, April, May, and June 2018 which indicated

New Mexico to be in severe drought and that the City needed to take the proactive approach.

Fire Chief Montoya reported that the National Weather Service map indicated the drought persisting throughout New Mexico and neighboring states as well. He advised that San Miguel County had imposed a “No Burn” Resolution throughout the entire county and spoke of the Fireworks Ordinance and the restrictions that may be considered in June, and informed that a resolution may be brought to the Governing Body in the event that the drought conditions may persist, to possibly consider a City ban on fireworks.

Fire Chief Montoya informed that he had recently attended a FEMA course regarding Continuity of Government which related to plans and procedures in the event of a catastrophic emergency. He advised that the plan was compared to the City’s Emergency Plan with the Office of Emergency Management although was more detailed. Fire Chief Montoya advised that the course focused on planning, organizing and equipping, training, exercising and evaluating. He stated that at the time of an emergency we need to take the proactive approach and exercise the plans in place with a better success rate.

Utilities Director Maria Gilvarry gave a brief overview of the “4 Wards in 4 Weeks” clean up program and reported that 337 people helped in the project which included City employees, Councilors and residents. She advised that 59,727 pounds of trash was collected in all four wards, the City spent \$12,000.00 on man hours, transportation fees and disposal costs and stated that this was a good project and would hopefully take place a couple of times a year and looked forward to reinstituting the “Keep America Beautiful” program. Utilities Director Gilvarry thanked Capital Scrap, Franken Company, New Mexico True, JC’s Pizza and everyone who assisted City staff in this project.

Brief discussion took place on issues regarding graffiti in areas of the community.

Media Coordinator Virginia Marrujo gave a brief update on the 4th of July Fiestas reporting that the entertainment schedule was almost complete, 85% of vendors almost in, parade and Reina applications had been sent out. Ms. Marrujo advised that they would be having a Fiesta Committee meeting this week and she had been following up with Fire Chief Montoya regarding the fireworks. She reported that this would be a 6 day event and that the priority was to keep employees participating and staying within the budget.

Interim City Manager Gallegos advised that once they had a final Fiesta schedule, they would bring to the Governing Body to make changes if needed.

Councilor Howell asked if there had been any preparation regarding the Little League District Tournaments in June and asked if there was any marketing done for the event.

Interim City Manager Gallegos advised that the Parks Department had been watering and preparing the fields for the tournaments and they would first contact Little League personnel and inspection of the fields would take place by the State before marketing would begin.

Further discussion took place regarding the Little League Tournaments and 4th of July Fiestas.

Interim Finance Director Tana Vega gave a detailed report on Las Vegas Day at the Legislature, she advised that the event was solely funded through contributions and sponsorships from schools and local businesses. She reported that the total from contributions/sponsorships was \$22,900.00 and expenditures came in at 22,470.00.

Mayor Gurulé-Girón advised that it was outstanding that funding was raised for the event without having to effect the actual budget.

Interim City Manager Gallegos gave a lengthy detailed report regarding City projects which included:

Public Works-Hangar Doors

Senior Centers-Applications to Capital Outlay for needed equipment

Lodger's Tax Advisory Board-Budget Recommendations 208-2019

Human Resource Dept.-Summer Youth Program-50 Hires

Recreation Center-Positive Cash Balance, Applications for Summer Youth Grants, Summer Programs

Museum-Easter Egg Hunt Event (Staff hid 10, 000 eggs)

I.T. Dept.-Communication System Update (Phone system-June), Work Order System

Police Dept.-Shooting Range Grant, Re-establishing Region IV Program

Community Development Dept.-CDBG Grant (ICIP-Hot Springs Boulevard Project)

Utilities Dept.-Bradner Dam Project (Ongoing and meeting deadlines)

Solid Waste-KAB-Application for funding submitted

ICIP Plan-Due date September 4, 2018

Out for Bids-South Grand Avenue Project & E. Romero Fire Museum

GRT Increase-from construction projects

Finance Dept.-A-2 Bond Rating from Moody's Investor Service

Interim City Manager Gallegos advised that Department Directors were working on departmental budgets and hearings would be scheduled. Interim City Manager Gallegos further reported that there was a decrease in Workman's Compensation rate and a 4% increase in Health Benefits. She informed that the Recreation Department Fee Schedule was available, the closing on the Castaneda property was quickly approaching, and scheduling a meeting with AWC would take place.

Interim City Manager Gallegos advised that Arbor Day was on April 27, 2018 at 2:00 p.m. at El Creston Park and encouraged the governing body to attend and stated that they would be meeting with OEM and the San Miguel County Manager. She reported that Paul Cassidy the City's Financial Advisor would be retiring and would be replaced by Eric Holden, advised that financing was ongoing to complete the Storrie Lake project and that there was a 600 day water supply for the City, using 1.5 million gallons a day.

Utilities Director Gilvarry explained that water coming off the river in conjunction with what we have in storage gave us the 600 days and added that the City voluntarily stayed off the river for 29 days in the month of March and was working with the Acequias, giving them a chance to wet their fields and prepare for the agricultural season. She advised they had started the rotation schedule for April and advised that the City was staying at the minimum although eventually would have to take what was authorized.

Mayor Gurulé-Girón asked for the rate that was given to the City by Moody's Investor Service and asked if the City would meet the 45-day requirement for the budget report.

Interim City Manager Gallegos informed that the rate given was an A-2 and advised that they would meet the 45-day deadline.

FINANCE REPORT

Interim Finance Director Tana Vega presented the Finance Report for the month ending March 31, 2018 (75% of Year Lapsed) reporting 78% revenue in the General Fund and expenditures at 64%.

Interim Finance Director Vega advised that the Recreation Department Revenue came in at 57% and expenditures were at 59%.

Interim Finance Director Vega informed that revenue for the Enterprise Funds was at 75% and reported expenditures to be at 64%.

Councilor Casey asked a question regarding the General Fund Revenue License and Fees being at 134% and asked if the low available balance amounts for Parks, Library and Museum would be enough to finish out the fiscal year.

Interim Finance Director Vega advised that the 134% was due to construction permits for repair of roofs and vehicles and stated that the amounts in Parks, Library and Musuem would be enough for the rest of the fiscal year, she added that the report indicated that Parks had used 70% of their budget which normally would be at 75%.

Councilor Casey asked if the YAFL program would be budgeted for next year and stated that the program should be budgeted and available to the children in town so they do not have to travel to Santa Fe, which created hardships for the families last year.

Interim City Manager Gallegos believed it was due to not having enough teams although would follow up on that matter.

Councilor Howell asked if there was a GRT fund set aside specifically for Dee Bibb Industrial Park and asked if there were plans for use of the funds.

Interim City Manager Gallegos advised that there was not a dedicated GRT although there were funds dedicated solely for the Dee Bibb Industrial Park in the amount of approximately \$400,000.00. She informed that she had not received any plans or requests for Dee Bibb,other than a property that needed drainage repair and that there was a contractor currently working on a plan for drainage.

Councilor Howell stated that he believed the Dee Bibb fund amount to be \$750,00.00 at one time.

Interim Finance Director Vega advised that monies that go into that fund were from sale of the lots and that the project had been ongoing for 20-30 years, development of roads had taken place and utilities had been put in for accessibility for developers.

Interim City Manager Gallegos informed that \$50,000.00 had been taken out in order for the engineer to work on plans for drainage and site improvements and that it would be brought back to Mayor and Council on how to proceed.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda as follows:

1. Approval of Resolution #18-17 Authorizing the lease of a small parcel of property located in the rear of the Harold Ledoux Fire Station by American Tower.

Councilor Casey made a motion to approve the Consent Agenda. Councilor Romero seconded the motion.

Resolution 18-17 was presented as follows:

**CITY OF LAS VEGAS
CITY COUNCIL
RESOLUTION NO. 18-17**

**A RESOLUTION AUTHORIZING THE LEASE OF A SMALL PARCEL
OF PROPERTY LOCATED IN THE REAR OF THE HAROLD LEDOUX
FIRE STATION BY AMERICAN TOWER**

WHEREAS, the City of Las Vegas, New Mexico is the record owner of certain property located at 604 Legion Dr, Las Vegas, New Mexico; and

WHEREAS, American Tower desires to lease this portion of land belonging to the Fire Department located at 604 Legion Dr., for use of a Cell Phone tower.

WHEREAS, pursuant to Section 3-54-1A, NMSA 1978; and to City of Las Vegas Resolution No. 06-08 approved on February 15, 2006, the City Council of the City of Las Vegas desires to lease said parcel of land; and

WHEREAS, there has been an appraisal of the lease property which indicates that said property is valued at less than \$25,000; and

WHEREAS, the proposed Lease is attached to this Resolution as Exhibit A; and

WHEREAS, the City Manager has formally recommended the approval of this Lease by the City Council.

NOW THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico hereby resolves that:

1. The property to be Leased is not needed for any City purpose.
2. Subject to the provisions of Section 3-54-1A, NMSA 1978 and City of Las Vegas Resolution No. 06-08, the Mayor of the City of Las Vegas is authorized to sign the Lease Agreement with American Tower, owner of the Cell Phone Tower which Lease is attached to this Resolution as Exhibit A, for the following described parcel of land:

See Exhibit "B" attached for legal description

**PASSED, APPROVED AND ADOPTED THIS _____ DAY OF
_____, 2018.**

Tonita Gurulé-Girón, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Danelle J. Smith, City Attorney

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.

BUSINESS ITEMS

1. Conduct a public hearing and Approval/Disapproval to adopt Ordinance No. 18-02 amending Lodgers Tax Increase from 4% to 5%.

Councilor Casey made a motion to go into Public Hearing. Councilor Romero seconded the motion.

Ordinance 18-02 was presented as follows:

CITY OF LAS VEGAS
CITY COUNCIL
ORDINANCE NO. 18-02

AN ORDINANCE AMENDING LODGERS TAX ORDINANCE, MUNICIPAL CODE § 389-4 TO INCREASE THE TAX IMPOSED FROM 4 PERCENT TO 5 PERCENT AND MAKE CERTAIN TYPOGRAPHICAL AND GRAMMATICAL CORRECTIONS; ADOPTING A NEW SUBSECTION 389-15(B) MUNICIPAL CODE, TO REQUIRE THAT $\frac{1}{5}$ OF ALL TAXES COLLECTED UNDER THE CODE BE USED TO DEFRAY THE COSTS OF TOURIST-RELATED INFRASTRUCTURE; AND REDESIGNATING FORMER SUBSECTION 389-15(B) AS 389-15(C).

WHEREAS, the City of Las Vegas imposed an occupancy tax of gross taxable rent for lodging paid to vendors within the City; and,

WHEREAS, the City of Lodgers Tax board recommends an increase the Lodger's Tax, from 4% to 5%; and,

WHEREAS, the 1% increase of the proceeds shall be used solely for tourism-related infrastructure; and,

WHEREAS, the increase will improve and assist with the City of Las Vegas' economic development.

NOW THEREFORE,

Be it ordained that Lodger's Tax Ordinance is amended by the Governing Body of the City of Las Vegas, to include the following,

§ 389-4 Imposition of tax.

There is hereby imposed an occupancy tax of 5% of gross taxable rent for lodging paid to vendors within the City.

§ 389-15 Use of monies.

A.

The City shall use 1/2 of the proceeds of the first 3% of the tax and not less than 1/4 of the proceeds from the tax in excess of 3% only for advertising, publicizing and promoting tourist-related attractions, facilities and events. The proceeds from this portion of the tax shall be used within two years of the close of the fiscal year in which they were collected and shall not be accumulated beyond that date or used for any other purpose.

B.

The City shall use no less than 1/5 of all monies collected to defray the costs of establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for facilities and attractions or transportation systems specifically tourist-related of the municipality, or county in which the municipality is located.

C.

The City may use the balance of the proceeds of the tax to defray the cost of:

(1)

Collecting and otherwise administering the tax, including the performance of audits required by the Lodgers' Tax Act and this article, pursuant to guidelines issued by the Department of Finance and Administration of the State of New Mexico.

(2)

Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities, attraction or transportation systems of the City.

(3)

The principal of and interest on any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by NMSA 1978, § 3-38-23 or 3-38-24.

(4)

Advertising, publicizing and promoting tourist-related attractions, facilities and events of the City and tourist facilities or attractions within the area.

(5)

Providing police and fire protection and sanitation service for tourist-related events, facilities and attraction located in the City; or

(6)

Any combination of the foregoing purposes or transactions stated in the section.

PASSED, APPROVED, AND ADOPTED THIS DAY _____ OF _____
2018.

ATTEST

Cassandra Fresquez, City Clerk

TONITA GURULÉ-GIRÓN, MAYOR

**REVIEWED AND APPROVED AS TO
LEGAL SUFFICIENCY ONLY:**

City Legal Representative

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.

City Clerk Fresquez advised anyone who wished to speak on the issue, to stand and be sworn in. Virginia Marrujo and Joaquin Garofalo were sworn in.

Media Coordinator Virginia Marrujo advised that the City of Las Vegas Lodgers Tax Advisory board was regulated by NMSA Lodgers Tax Act 3038-13-3-38-24, NMSA 6-6-4.1, and by City of Las Vegas Ordinance Chapter 389-1 to 389-18. City council is charged with administering the funds and the board is to make recommendations for the expenditure of funds authorized pursuant to this article for advertising, publicizing and promoting tourist related attractions, facilities and events in the City.

Councilor Howell asked if there had been any feedback from business owners regarding the tax increase.

Media Coordinator Marrujo advised that there had been positive feedback from several business owners and that they were in support of the increase.

Councilor Howell asked if the Lodger's Tax Board had a plan in place for the extra funding.

Lodger's Tax Board member Joaquin Garofalo advised that they currently had a request recommended to the Governing Body to move forward on the "Wayfinding" project for the City, perhaps in multiple phases and added they would be placed in the center of the city, the additional two off ramps and expand into Hot Springs Boulevard, New Mexico Avenue and the Riverwalk as well.

Councilor Howell asked if the funding that was left over from Cisneros Design was being used towards the "Wayfinding" project.

Mr. Garofalo advised that the funding was being used currently for plans to begin the project.

Councilor Howell questioned the distribution of funds to the non-profit organizations.

Media Coordinator Marrujo advised that the non-profit organizations had made presentations to the Lodger's Tax Board and the board made recommendations on the funding amount given for marketing. She advised that starting the new fiscal year, they would be implementing the RFP process for marketing.

Discussion took place regarding the process of notifying non-profits of RFPs.

Councilor Howell asked when the next Lodger's Tax was scheduled for.

Mr. Garofalo advised that it was tentatively scheduled for the end of May although would bring the budget to the Governing Body in the middle of May for recommendation in order to be in the position to allocate money for nonprofits, effective July 1st, in time for Summer events.

Councilor Casey made a motion to approve the record proper. 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
David L. Romero	Yes	Barbara A. Casey	Yes

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

Councilor Casey made a motion to close Public Hearing and reconvene into Regular Session. Councilor Romero and Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Howell made a motion to approve to adopt Ordinance No. 18-02 amending Lodgers Tax Increase from 4% to 5%. Councilor Casey and Councilor Ulibarri, Jr. 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-read the motion and advised that the motion carried.

2. Conduct a public hearing and Approval/Disapproval of application requesting a Restaurant Beer and Wine License with on Premise Consumption only with patio service submitted by 5th Grade Enterprises LLC, DBA B3-BBQ, Burgers & Beer, located at 131 Bridge Street, Las Vegas, NM 87701, Application No. 1081092.

Councilor Casey made a motion to go into Public Hearing. 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	David A. Ulibarri, Jr.	Yes
Vincent Howell	Yes	Barbara A. Casey	Yes

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

City Clerk Fresquez advised anyone who wished to speak on the issue, to stand and be sworn in. Joaquin Garofalo was sworn in.

City Clerk Casandra Fresquez advised that the Director of the Alcohol and Gaming division has reviewed the referenced application and granted preliminary approval. She advised that it had been forwarded to our Governing Body for consideration of the liquor license application. She stated that this same item was brought to Mayor and Council back in January 2017, requesting an application for a restaurant, beer and wine license with on premise consumption only with patio service which was presented by the 5th Grade Enterprises, LLC, DBA B-3 BBQ, Burgers and Beers and advised that Mr. Garofalo would explain the reason it was being brought back, after being approved.

Mr. Garofalo stated that according to state statute, any time there was an exchange of 9% or more, the license needed to be re-issued for the purpose of ownership and informed that their operating partner, Brian McGill had decided to purchase a percentage of the LLC that holds the license and the ownership of B-3 BBQ, Burgers and Beers.

Councilor Casey made a motion to approve the record proper. 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
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

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

Councilor Casey made a motion to close Public Hearing and 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:

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 Casey made a motion to approve of application requesting a Restaurant Beer and Wine License with on Premise Consumption only with patio service submitted by 5th Grade Enterprises LLC, DBA B3-BBQ, Burgers & Beer, located at 131 Bridge Street, Las Vegas, NM 87701, Application No. 1081092. Councilor

Romero seconded the motion. Mayor Gurulé-Girón asked for roll. 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.

3. Approval/Disapproval to award RFP 2018-21, for the 2018, 2019, 2020 Annual Audit Services and enter into contract with Axiom CPAs and Business Advisors LLC.

Interim Finance Director Tana Vega advised that the City of Las Vegas requested audit proposals for the 2018, 2019, 2020 Audits. She stated that they were requesting review and final approval by Mayor and Council and that out of the six proposals received, Axiom came in with the highest score.

Councilor Casey advised that it had been stated in the information provided that Axiom had done work for the City before and wanted to know when.

Interim City Manager Gallegos advised that it was not while Mrs. Vega or herself have been here and added that the price was lower than it had been.

Mayor Gurulé-Girón asked who served on the ranking and rating panel.

Interim Finance Director Vega advised that Helen Vigil, Kenny Roybal and herself performed the ranking and rating process.

Councilor Casey made a motion to award RFP 2018-21, for the 2018, 2019, 2020 Annual Audit Services and enter into contract with Axiom CPAs and Business Advisors LLC. 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
David L. Romero	Yes	Barbara A. Casey	Yes

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

COUNCILOR'S REPORTS

Councilor Romero addressed Mayor, Council, City Employees and the community and stated that he was privileged and honored to have served the City for 8 years and that he made the decision to leave for the betterment of the City. He prayed that God would direct his son, David Romero as Councilor and he thanked the citizens of Las Vegas for everything they did for him.

Councilor Casey advised that she had requested her home address be replaced with the 1700 N. Grand address on the website a year ago and that it had not been changed, and had missed some engagements for that reason and asked if it could be changed.

Councilor Casey informed of issues regarding the recycling business on the 700 block of Railroad Avenue and that their customers were parking in residential areas at the time of trash pick-up, not allowing residents to place their bins in that area so that Solid Waste may pick up. She requested that "No Parking" signs be put up in that area in order to avoid those issues.

Councilor Casey stated that she would miss Councilor Romero, that he had been a wonderful colleague and mentor, he knew a lot of background on the history of the Council. She advised that he had a lot of knowledge, he had been very open and was willing to share that knowledge and she greatly appreciated that. Council Casey stated that it had been her honor and pleasure and was fortunate to have worked with Councilor Romero.

Councilor Howell had the same feelings toward Councilor Romero, he stated that it had been a pleasure working and serving with him and that Councilor Romero had a lot of passion for helping out the City and looked forward to the next generation of the "Davids".

Councilor Howell stated that it was very important that we commit ourselves to watering the baseball fields in order to pass inspection by the District Judges as part of the preparation for the tournaments.

Councilor Howell asked the status regarding the MOU between the City and the County pertaining to addressing the opioid crisis and stated that the County had signed the agreement although the City had not.

Interim City Manager Gallegos advised that they were still working on the plan of action.

Interim Chief of Police Chris Lopez added that the MOU had been submitted to Attorney Danelle Smith for review.

Brief discussion took place on the importance of moving forward with addressing the opioid crisis in Las Vegas and of the City becoming part of the collaboration with other entities already involved.

Councilor Howell reminded that part of AWCs contract was to have meetings with the public and asked the status of that.

Interim City Manager Gallegos advised they would set up a meeting with Mr. Poole, create an agenda and meet with the public, Mayor and Council and that some dialogue discussed would include the AWC budget.

Brief discussion took place regarding several issues regarding erosion, potholes and flooding.

Councilor Howell had questions regarding funding not being used to repair Keen Street.

Interim City Manager Gallegos advised that Keen Street was being looked at by NMDOT and nothing had been budgeted for street repairs on Keen Street.

Public Information Officer Lee Einer informed that Keen Street was part of the NMDOT grant for pouring of sidewalks, ADA compliance and repaving.

Councilor Howell congratulated Councilor Ulibarri, Jr. and stated that he looked forward to working with him for his two remaining years of his term.

Councilor Ulibarri, Jr. commended Councilor Romero for his 8 years of service and for the good job in making tough decisions and thanked him for everything he did. He thanked everyone for voting and stated he was there to bring this administration together in moving the City forward.

Mayor Gurulé-Girón congratulated Councilor Romero and wished him the best and also congratulated Councilor Ulibarri, Jr. as well.

EXECUTIVE SESSION

Councilor Howell made a motion to go into Executive Session to discuss 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:

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

City Clerk Fresquez advised that there was a tie.

Mayor Gurulé-Girón voted No and the tie was broken.

City Clerk Fresquez advised that the motion did not carry.

Councilor Howell advised that the discussion was regarding the lawsuit that was advertised on the newspaper and asked for a copy of the lawsuit.

Interim City Manager Gallegos advised that the documents were not releasable due to the case still being under litigation.

ADJOURN

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

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

Mayor Tonita Girón

ATTEST:

Casandra Fresquez, City Clerk

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/25/2018 DEPT: Library MEETING DATE: 05/16/18

ITEM/TOPIC: *Presentation by Zachary McNellis to award prizes to winners of 2nd annual Book Reading Contest hosted by Carnegie Public Library.*

ACTION REQUESTED OF COUNCIL: *No Action*

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.



Zachary McNellis
SUBMITTER'S SIGNATURE

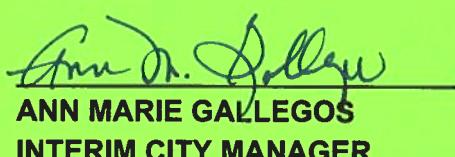
REVIEWED AND APPROVED BY:



TONITA GURULÉ-GIRÓN

MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

Regular
CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/02/2018 DEPT: Executive MEETING DATE: 05/16/18

ITEM/TOPIC: *Presentation by Leo Maestas from OEM providing information about OEM*

ACTION REQUESTED OF COUNCIL: *No Action*

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**

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**



**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**

**CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**

GENERAL FUND REVENUE COMPARISON
THRU APRIL 30, 2018 83% OF YEAR LAPSED (10 of 12 months)
FISCAL YEAR 2018

	<i>Total Budget to Actual Comparison</i>			<i>Total Budget to Actual Comparison</i>		
	A	B	C	D	E	G (E/B)
	FY 2017	FY 2018	FY 2018	FY 2017	FY 2017	FY 2018
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	FY 2018
PROPERTY TAX	1,373,000	1,291,000	880,667	1,384,040	1,162,792	90%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	2,366,667	3,450,931	3,021,863	85%
FRANCHISE TAX	800,000	775,000	516,667	776,759	588,829	76%
GROSS RECEIPT TAX .75	2,445,000	2,440,000	1,626,667	2,288,187	1,985,242	81%
1/8 INFRASTRUCTURE	351,000	360,000	240,000	364,816	316,013	88%
GRT .25 (JAN 2011)	697,000	725,000	483,333	982,914	895,624	124%
GRT -HOLD HARMLESS (JULY 2015)	(110,400)	(110,400)	-73,600	(110,400)	(92,000)	83%
LICENSE & FEES	70,500	61,000	40,667	49,782	86,214	141%
INTERGOVERNMENTAL	71,500	83,716	55,811	75,542	57,196	68%
LOCAL-FINES	62,000	77,000	51,333	80,604	48,877	63%
LOCAL-MISC	1,715,000	1,737,235	1,158,157	1,842,195	1,389,823	80%
TOTAL	11,024,600	10,989,551	7,326,367	11,165,370	9,460,473	86%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU APRIL 30, 2018 83% OF YEAR LAPSED (10 of 12 months)
FISCAL YEAR 2018

	<i>Total Budget to Actual Comparison</i>			<i>Total Budget to Actual Comparison</i>		
	A	B	C	D	E	F
	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	205,306	314,539	230,181	77,778
EXECUTIVE	483,117	397,969	285,313	391,291	299,670	98,299
ADMINISTRATION	250,724	272,858	181,905	239,718	196,207	75%
CITY ATTORNEY	242,572	231,944	154,629	196,227	128,063	72%
PERSONNEL/HR	301,188	278,960	185,973	281,386	206,254	103,881
FINANCE	628,990	452,393	301,595	556,994	350,364	74%
COMMUNITY DEV.	561,189	533,845	355,897	405,762	333,756	102,029
POLICE	3,990,907	3,854,744	2,569,829	3,833,534	2,970,778	63%
CODE ENFORCEMENT	182,250	136,113	90,742	141,476	87,910	48,203
ANIMAL SHELTER	137,635	135,490	90,327	115,943	92,435	43,055
FIRE	1,357,699	1,257,365	838,243	1,180,326	952,412	76%
PUBLIC WORKS/AIRPORT	511,127	474,004	316,003	456,965	285,174	188,830
PARKS	338,273	286,222	190,815	254,430	214,400	75%
AIRPORT	0	0	0	0	0	0
LIBRARY	239,494	205,217	136,811	195,861	127,834	62%
MUSEUM	151,900	150,845	100,563	141,427	106,547	71%
GENERAL SERVICES	2,358,253	2,358,248	1,572,165	2,355,812	1,602,876	68%
SALARY CONTINGENCY TRANSFERS	0	0	0	0	0	0%
TOTAL	12,793,942	12,032,693	8,021,795	11,791,358	8,784,451	3,248,242

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU APRIL,- 83% YEAR LAPSED (10 of 12 months)
FISCAL YEAR 2018

Total Budget to Actual Comparison

	A		B		C		D		E		G (E/B) %	
	FY 2017 BUDGET	FY 2018 BUDGET	YTD - BUDGET	FY 2018 BUDGET	YTD - ACTUAL	FY 2017 BUDGET	YTD - ACTUAL	FY 2017 BUDGET	YTD - ACTUAL	FY 2018 BUDGET	FY 2018 BUDGET	
WASTE WATER (610)	2,859,638	2,866,100	1,910,733		2,783,241		2,503,829			87%		
NATURAL GAS (620)	5,237,000	5,236,000	3,490,667		5,211,845		4,257,747			81%		
SOLID WASTE (630)	3,404,700	3,419,400	2,279,600		3,518,794		2,884,454			84%		
WATER (640)	4,743,050	4,800,150	3,200,100		4,825,859		4,197,497			87%		
<i>Total of Enterprise Funds</i>	16,244,388	16,321,650	10,881,100		16,339,739		13,843,527			85%		

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU APRIL,- 83% YEAR LAPSED (10 of 12 months)
FISCAL YEAR 2018

Total Budget
to Actual
Comparison

	A		B		C		D		E		F		H (E/B) %	
	FY 2017 BUDGET	FY 2018 BUDGET	YTD - BUDGET	FY 2018 BUDGET	YTD - ACTUAL	FY 2017 BUDGET	YTD - ACTUAL	FY 2017 BUDGET	YTD - ACTUAL	FY 2018 BUDGET	FY 2018 BUDGET	FY 2018 BUDGET	FY 2018 BUDGET	
WASTE WATER(610)	2,541,860	3,297,778	2,198,519		2,295,004		2,540,131		757,647		77%			
NATURAL GAS (620)	5,938,026	5,938,908	3,959,272		4,583,702		3,944,940		1,993,968		66%			
SOLID WASTE (630)	4,088,165	3,733,787	2,489,191		3,618,120		2,825,083		908,704		76%			
WATER (640)	4,214,893	5,681,820	3,787,880		3,432,077		4,319,143		1,362,677		76%			
<i>Total of Enterprise Funds</i>	16,782,944	18,652,293	12,434,862		13,928,903		13,629,297		5,022,996		73%			

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU APRIL 30, 2018 - 83% OF YEAR LAPSED 10 OF 12 MONTHS
FISCAL YEAR 2018

	A	B	C	D	E	G (E/B)
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	% REV #DIV/0!
RECREATION-TAXES (Cig)						
WELLNESS CENTER	0	0	76,667	34,264	98,051	85%
OPEN SWIM	100,000	115,000	13,333	6,760	34%	
YAFL	0	20,000	0	0	0	0%
YABL	3,000	0	0	1,320	0	23%
SUMMER FUN PROGRAM	20,000	20,000	13,333	16,840	4,570	139%
RECREATION-OTHER	20,000	20,000	13,333	19,092	27,794	
GEN FUND TRANSFER	29,800	108,964	72,643	18,408	27,581	25%
TOTAL	300,000	400,000	266,667	300,000	333,200	83%
	472,800	683,964	455,976	389,924	497,955	73%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU APRIL 30, 2018 - 83% OF YEAR LAPSED 10 OF 12 MONTHS
FISCAL YEAR 2018

	A	B	C	D	E	F	H (E/B)
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.							
YAFL	443,266	533,351	355,567	389,973	411,791	121,560	77%
YABL	1,450	0	0	600	0	0	0%
OTHER OPERATING EXP.	3,117	4,050	2,700	2,845	2,835	1,215	70%
CAPITAL OUTLAY	56,693	138,562	92,375	32,960	56,389	82,173	41%
TOTAL	6,600	8,000	5,333	1,847	5,130	2,870	64%
	511,126	683,963	455,975	428,225	476,145	207,818	70%

City of Las Vegas
General Fund
Two Year Analysis of Gross Receipt Taxes - Cash Basis
For Fiscal Years Ended April 30

Fund: 101 - GENERAL Revenue		2016-2017		2017-2018		Variances Increase (Decrease)	MEMO: Increase in other revenue
		YTD Activity	YTD Activity	YTD Activity	YTD Activity		
<u>101-0000-410-5103</u>	GROSS RECEIPTS TAX 1.225	\$ 2,922,191.90	\$ 3,021,862.89	\$ 99,670.99			
<u>101-0000-410-5113</u>	MUNICIPAL GROSS TAX .75	1,920,655.24	1,985,242.06	64,586.82			
<u>101-0000-410-5114</u>	MUNICIPAL GRT .25%	819,126.85	895,623.67	76,496.82			
<u>101-0000-410-5115</u>	GRT HOLD HARMLESS	-	-				
<u>101-0000-430-5354</u>	1/8 INFRASTRUCTURE	309,199.69	316,012.79	6,813.10			
<u>101-0000-450-5603</u>	OTHR ADMN FEES/GRT	107,440.20	89,612.31	(17,827.89)			
TOTAL GROSS RECEIPTS TAXES		6,078,613.88	6,308,353.72	229,739.84			
Total General Fund Revenues		\$ 9,252,510.91	\$ 9,552,472.97	\$ 299,962.06			70,222.22
% of Gross Receipts Taxes of Total Revenues		66%	66%				
Expenditures & Transfers		\$ 9,578,885.90	\$ 8,784,451.84	\$ (794,434.06)			
		\$ (326,374.99)	\$ 768,021.13	\$ 1,094,396.12			

The State withheld these amounts from our share of gross receipts taxes as an administrative fee, therefore, our total amount collected excludes these amounts.

GASB requires that all revenue be presented for reporting purposes.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/27/18

DEPT: Utilities Dept. MEETING DATE: 05/16/18

ITEM/TOPIC: Purchase of a Caterpillar 420F2 IT4E backhoe.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to purchase a Caterpillar 420F2 IT4E backhoe.

BACKGROUND/RATIONALE: The Gas Division seeks to purchase a Caterpillar 420F2 IT4E backhoe. The division's oldest backhoe is 28 years old and is in need of regular maintenance and service. It is showing excessive age and wear. The backhoe being replaced will be transferred to the Waste Water division as they are in need of a backhoe.

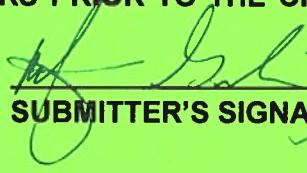
The cost to purchase the new backhoe is \$116,894.81. The warranty period on all parts and labor will be for a minimum of 2 years. Power train components warranty will be for a period of 5 years or 2,500 hours of use.

This item has been budgeted for and will be paid out of line item 627-0000-650-8007.

STAFF RECOMMENDATION: Approval to purchase backhoe.

COMMITTEE RECOMMENDATION: This item was discussed at the regular meeting of the Utility Advisory Committee on May 8, 2018. 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

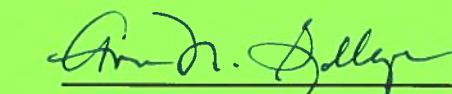
REVIEWED AND APPROVED BY:



TONITA GURULÉ-GIRÓN

MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS

INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

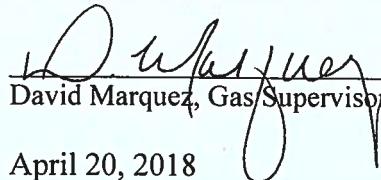
Revised 1/3/18

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

T 505.454.1401
F 505.425.7335
LASVEASN.M.GOV
VISITLASVEASN.M.COM

MEMORANDUM

TO: Maria Gilvarry, Utilities Director

FROM: 
David Marquez, Gas Supervisor

DATE: April 20, 2018

RE: Purchase of Backhoe

The Gas division would like to purchase a new 2018 420F2 IT-4E Caterpillar Backhoe.

We currently have 2 backhoes; one is 28 years old and the other is 10 years old. Both backhoes are showing their age and wear.

Both of the backhoes have been serviced regularly and maintained. If the division is allowed to purchase a new backhoe, one of the two backhoes will be transferred to the Waste Water division as they currently have a need for backhoe.

This piece of equipment has been budgeted for and is on the State purchasing contract. It is always a good practice to be proactive and prepared for any situation that can arise at any given time to ensure the safety of our community and employees.

Your consideration to this request is greatly appreciated and the new backhoe will allow the Gas division to continue to provide safe and efficient service to the City of Las Vegas. Feel free to contact me with any questions. Thank you.

XC: File



Quote 179743-01

April 19, 2018

CITY OF LAS VEGAS
1700 NORTH GRAND AVE
LAS VEGAS, New Mexico 87701



Attention: JUDE HERRERA

Dear Jude,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 420F2 IT4E Backhoe Loader

STOCK NUMBER: 455911 **SERIAL NUMBER:** **YEAR:** **HOURS:**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,

Rick Sena
Sales Representative
Wagner Equipment Co.
505-206-0581

CATERPILLAR Model: 420F2 IT4E Backhoe Loader**STANDARD EQUIPMENT**

BOOMS, STICKS, AND LINKAGES - 14'4" Center pivot excavator style - backhoe - Pilot operated joystick hydraulic - controls with pattern changer valve - Pilot operated stabilizer controls - Boom transport lock - Swing transport lock - Street pads stabilizer shoes - Anti-drift hydraulics - (Boom, Stick and E-Stick) - Cat Cushion Swing(tm) system - Bucket level indicator - Lift cylinder brace - Return-to-dig (auto bucket positioner) - Self-leveling loader with single lever - control - Transmission neutralizer switch - Single Tilt Loader

POWERTRAIN - Cat C4.4, 74.5kW (Net 92HP / 69kW) - Direct Injection Turbo Charged Engine, - with ACERT technology. - US EPA Tier4 Final Emissions Compliant - with Selective Catalytic Reduction(SCR) - Water separator with service indicator - Thermal starting aid system - Eco mode - A dry-type axial seal air cleaner with integral precleaner, automatic dust ejection system & filter condition indicator - Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock - Differential lock - Drive-line parking brake - High Ambient Cooling Package - Torque converter - Transmission--four speed synchro mesh - with power shuttle & neutral safety switch - Spin-on fuel, engine oil & transmission - oil filters - Outboard planetary rear axles - Open Circuit Breather -

HYDRAULICS - Load sensing, variable flow system - with 43 gpm axial piston pump - 6 micron hydraulic filter - O-ring face seal hydraulic fittings

CONSIST NOTE - THIS LISTING IS A GENERAL DESCRIPTION - OF A 420F2 BACKHOE LOADER EQUIPPED WITH - THE LOWEST CHARGE ITEMS. -

HYDRAULICS - Caterpillar XT-3 hose - Hydraulic oil cooler - Pilot control shutoff switch - PPPC, Flow-sharing hydraulic valves - Hydraulic suction strainer -

ELECTRICAL - 12 volt electrical start - 150 ampere alternator - Horn and Backup Alarm - Hazard flashers/turn signals - Halogen head lights (4) - Halogen rear flood lights (4) - Stop and tail lights - Audible system fault alarm - Key start/stop system - 880 CCA maintenance free battery - Battery disconnect switch - External/internal power receptacles(12v) - Diagnostic ports for engine and machine - Electronic Control Modules - Remote jump start connector -

OPERATOR ENVIRONMENT - Lighted gauge group - Interior rearview mirror - ROPS canopy, Rear Fenders - 2-inch retractable seat belt - Tilt steering column - Steering knob - Hand and foot throttle - Automatic Engine Speed Control - One Touch Low Idle - Floor mat and Coat Strap - Lockable storage area - Air suspension seat

OTHER STANDARD EQUIPMENT - Hydrostatic power steering - Standard Storage Box - Transport tie-downs - Ground line fill fuel tank with 44 - gallon capacity - Ground line fill diesel exhaust fluid - tank with 5 gallon capacity - Rubber impact strips on radiator guards - Bumper - CD-ROM Parts Manual - Backhoe Safety Manual - Operations and Maintenance Manual - Lockable hood - Tire Valve Stem Protection - Long Life Coolant -30C (-20F) - Padlocks (2 on ST, 3 on IT)

MACHINE SPECIFICATIONS

420F2 BHL IT, TIER 4, HRC

STICK, EXTENDABLE, 14FT

LINES, COMBINED AUX, E-STICK

PT, 4WD, AUTOSHIFT

ENGINE, 74.5KW/C4.4 ACERT, T4F

HYDRAULICS, MP, 6FCN/8BNK, IT

CAB, DELUXE

WORKLIGHTS (8) HALOGEN LAMPS

SEAT, DELUXE FABRIC

BELT, SEAT, 2" SUSPENSION

AIR CONDITIONER, T4

TIRES, 12.5 80/19.5L-24, FS

COUNTERWEIGHT, 1015 LBS

STABILIZER PADS, FLIP-OVER

RIDE CONTROL

RADIO, FM BLUETOOTH

PRODUCT LINK, CELLULAR, PL641I

COLD WEATHER PACKAGE, 120V HRC

GUARD, STABILIZER

COUPLER, PG, MANUAL, DUAL LOCK

BUCKET-GP, 1.31 CYD, IT

CUTTING EDGE, TWO PIECE, WIDE

BUCKET-HD ROCK, 24", 7.0 CFT

CARRIAGE, FORK

FORK TINE, 2" X 5" X 54"

INSTRUCTIONS, ANSI

SERIALIZED TECHNICAL MEDIA KIT

RUST PREVENTATIVE APPLICATOR

SHIPPING/STORAGE PROTECTION

PACK, DOMESTIC TRUCK

QUICK COUPLER, HYDRUALIC IT - 451263

12" BUCKET - 454125

THUMB, TINE, A 4 - 454962

THUMB - 456741

SELL PRICE	\$116,894.81
TOTAL	\$116,894.81

WARRANTY & COVERAGE

Standard Warranty:
12 Months Unlimited Hours, Parts and Labor
(Travel Time included for the first 6 months)

Extended Coverage:
NMDOT 24 Mo/2000 Hr Premier + 60 Mo/2500 Hr PT

F.O.B/TERMS:
Albuquerque**OPTIONS: Condition Monitoring**

Components	Ref No.	Qty	Sell
Preventative Maintenance			
Condition Monitoring - 1 Year			\$400



State of New Mexico
General Services Department

GSD/PD (Rev. 5/16/12)

Price Agreement

Awarded Vendor:
11 Vendors (see page 7)

Price Agreement Number: 70-805-17-15899

Telephone No.:

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Agency Will Pick Up

Procurement Specialist: Eric Sanchez

Telephone No.: 505-827-0554

Invoice:
New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504

For questions regarding this contract please contact:
India Garcia 505-827-5183

Title: Loader, Backhoe

Term: June 27, 2017-June 26, 2018

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 6/21/17

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
LM;es

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

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Terms and Conditions
(Unless otherwise specified)

- 1. General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
- 2. Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
- 3. Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
- 4. State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
- 6. Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
- 7. Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
- 8. Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- 9. Taxes:** The unit price shall exclude all state taxes.
- 10. Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
- 11. Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

Department Price Agreement

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Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

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Awarded Vendors:

(AA)0000103580 (Primary Bid)

4 Rivers Equipment
2301 Candelaria Road NE
Albuquerque, NM 87107
505-884-2900

(AB)0000103580 (Secondary Bid)

4 Rivers Equipment
2301 Candelaria Road NE
Albuquerque, NM 87107
505-884-2900

(AC)0000103580 (Secondary Bid)

4 Rivers Equipment
2301 Candelaria Road NE
Albuquerque, NM 87107
505-884-2900

(AD) 0000109424 (Primary Bid)

ProCon, LLC /Dba ProCon JCB
461 Pioneer Place
Las Cruces, NM 88005
575-524-1671

(AE) 0000109424 (Alternate 1)

ProCon, LLC /Dba ProCon JCB
461 Pioneer Place
Las Cruces, NM 88005
575-524-1671

(AF) 0000102501

Titan Machinery
6613 Edith Blvd. NE
Albuquerque, NM 87113
505-342-2566

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

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(AG) 0000102501
Titan Machinery
6613 Edith Blvd. NE
Albuquerque, NM 87113
505-342-2566

(AH) 0000102501
Titan Machinery
6613 Edith Blvd. NE
Albuquerque, NM 87113
505-342-2566

(AI) 0000045306
Wagner Equipment Co.
4000 Osuna RD NE
Albuquerque, NM 87109
505-345-8411

(AJ) 0000045306
Wagner Equipment Co.
4000 Osuna RD NE
Albuquerque, NM 87109
505-345-8411

(AK) 0000045306
Wagner Equipment Co.
4000 Osuna RD NE
Albuquerque, NM 87109
505-345-8411

**SUPPLEMENTAL TERMS AND CONDITIONS
(Miscellaneous Equipment)
[Rev. 4/17]**

The following applies to all items described in this specification:

This price agreement is applicable and available for use by New Mexico Department of Transportation (NMDOT), New Mexico State Agencies and New Mexico Local Public Bodies.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Provide current literature of applicable model with bid.

All items and equipment listed as standard in manufacturer's literature shall be provided.

Successful vendor shall be an authorized dealer and be a physically established dealership with parts and service facilities in New Mexico, with O.E.M. certified mechanics qualified to repair and service all aspects of engine and powertrain components.

Successful vendor shall provide a complete, additional set of replacement filters to include engine crank-case, hydraulic, fuel, air induction, air dryer, DEF and coolant if applicable at time of delivery. Provide one (1) laminated filter replacement list and one (1) fluid/oil specification chart for truck and B engine as well as one (1) laminated lube chart with services intervals.

Provide one (1) technical manual (DVD or flash drive if available), one (1) parts book (DVD or flash drive if available) and one (1) operator's manual with each unit delivered.

Dealer preparation, conditioning and full service is required prior to delivery. Fuel tanks shall be filled to full capacity. Parameters for engine shutdown system shall be tested prior to delivery. Pre-delivery inspection forms shall be provided prior to NMDOT inspections.

Fuel and DEF (diesel exhaust fluid) tank, as well as, all other fluid reservoirs must be filled to full capacity. All fluid reservoirs and tanks are to be labeled with quantity and type.

Deliver FOB to dealer's place of business within the State of New Mexico.

Escalation Clause:

In the event of a product cost increase and escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the vendor.

Method of Award:

To the lowest responsible bidder meeting or exceeding specifications, terms and conditions. The State reserves the right to award to multiple vendors per item, whichever, in his/her judgment, best serves the interest of the State of New Mexico.

Vendors may bid up to three (3) models for each item and are encouraged to do, so long as they meet the minimum specification. NMDOT does not set a limit for exceeding the minimum specifications and welcomes multiple models with different capabilities.

Primary and alternate models must be submitted as a separate and complete Bid Packet with their own Cover Sheet found on page one of the ITB, to be considered valid. Each packet must also be labeled as Primary or Alternate.

Any item bid without a Cover Sheet will not be considered!

Intent of Specifications:

The specifications are intended to describe equipment for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model number are intended not to be restrictive but to set forth an acceptable level of quality and design. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

Qualified Bidders:

Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period and the extended warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder.

Inspection of Work:

Representatives of the State Purchasing Division or the ordering agencies shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

Late Delivery:

It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

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The following delivery terms and conditions apply to Miscellaneous Equipment described in specifications.

Above noted equipment shall be delivered within ninety (90) working days of bidder's receipt of order. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the user agency and/or the State for late delivery penalties in the amount of \$25.00 per unit per day.

Documented strikes, national emergencies, or acts of God are the only justification for delay in delivery. Acts of God are defined as unusual, sudden, and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable human foresight, pains, and care.

At the option of the State Purchasing Director, the user agency may invoke the Default Provisions of this contract contained in the General Conditions and Instructions to Bidders in addition to any liquidated damages as outlined above.

Motor Vehicle Regulations:

Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with Safety Standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the Safety Standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, Manuals, and Warranties:

When unit(s) are delivered, the bidder shall provide to the ordering agency (if applicable):

- a) Documents of Title, (Due upon payment to vendor)
- b) Certificates of Origin, (Due upon payment to vendor)
- c) Warranty and Guarantee Certificates,
- d) Certifications specified in the contract,
- e) Manuals specified in the contract.

Guarantees and Warranties:

Unit(s) furnished hereunder shall be fully warranted (bumper to bumper) on all parts and labor for a minimum of two (2) years. All power train components shall be fully warrantied for five (5) years and /or twenty five hundred (2,500) hours. In the event that a factory standard warranty exceeds our stipulated warranty, the factory standard warranty shall prevail.

No deductible shall apply during the warranty period.

It is understood that unit(s) offered in response to this request for bids will be of new design. In the event that unforeseen operational problems occur because of new design, the manufacturer shall warrant that it will retrofit at no cost to the ordering agency, any improvements developed to correct problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) year from date of delivery.

Hydraulic components furnished hereunder shall be fully warranted on parts and labor for a minimum of two (2) years, or as may otherwise be required under this specification.

Hydraulic Components to Be Covered:

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Hydraulic Pumps, Valves, Cylinders, Reservoirs and Controls.

It is understood that unit(s) offered in response to this request for bids will be of new design. In the event that unforeseen operational problems occur because of a new design, the manufacturer shall warrant that it will retrofit at no cost to the ordering agency, any improvements developed to correct problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) year from date of delivery.

Servicing:

Unit(s) ordered under this contract shall be completely serviced and ready for operation upon delivery.

Warranty Repairs:

While the unit(s) provided hereunder are under warranty, all repairs shall be completed within five (5) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within five (5) working days and failure to receive approval for time extension, the bidder shall provide a like unit until repairs are completed. All repairs shall be performed at the bidder's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the user's responsibility.

Parts Availability:

All replacement parts/components required by the ordering agency for repairs of unit(s) shall be provided within five (5) working days during the warranty period. This period may only be extended at the user's option.

In the event of failure to provide parts/components within the stipulated time or receipt of user/owner concurrence for extending this time, the bidder shall provide the replacement parts/components at no cost to the user/owner.

Training:

The bidder will be responsible for providing a minimum of four (4) hours of service and operator training or as may otherwise be required under this specification. Training session format(s), length(s), and location(s) will be mutually agreed to between the seller and purchaser.

Responsibility of Bidders:

It shall be the responsibility of the bidder to secure written quotations on price and delivery from manufacturers meeting the general specifications set forth herein. Only those manufacturers who can meet delivery dates, such as to permit delivery of completely assembled unit(s) to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys, which will show conclusively:

- a) Maintenance and reliability experience of units in service for at least one (1) year
- b) Other data on actual performance of equipment, which in the opinion of the bidder will assist the State in selecting the most effective cost efficient unit offered by the bidder.

Payment or Acceptance Not Conclusive:

No payment made under this contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed

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as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, nor conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

Order of Preference:

In the event of conflict between the General Conditions and Instructions to Bidders and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.

Options:

All ordered options shall be installed. The ordering of options only is strictly prohibited!

New Mexico Department of Transportation
Minimum Specifications

Item 1:

Loader Backhoe

Scope:

This specification describes a Four Wheel Drive, Backhoe Loader with extendable dipper stick.

Engine:

Tier IV compliant or the most current available from manufacturer, diesel, electronic fuel injection, factory installed turbocharger (altitude compensator not acceptable). At least eighty five (85) SAE net engine horsepower at rated rpm. Dual stage, dry-type air cleaner with inner safety element. Air restriction indicator and pre-cleaner. Spin on-type oil filter(s). Fuel filter and fuel/water separator. Cold weather starting aid. Engine block heater. Or prior approved equal.

Hood:

Tilting hood (lockable).

Exhaust:

Vertical exhaust and muffler system with ninety (90) degree turn out.

Cooling:

Liquid cooled, maximum cooling available. Anti-freeze protection in system to minus thirty-four (34) degrees Fahrenheit. Long life or extended life coolant/anti-freeze. Locking lid or cap.

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Transmission:

Manufacturer's standard, forward and reverse power shuttle. Neutral safety switch. Transmission disconnect system on transmission shift lever. Spin-on transmission filter. Or prior approved equal.

Fuel Tank:

Maximum capacity available. Locking lid or cap and labeled with quantity and type.

Steering:

Full power, hydrostatic.

Front Axle:

Oscillating, four-wheel drive engaged/disengaged from cab.

Front Drive Shaft:

Manufacturer's standard with drive shaft guard.

Rear Axle:

Heavy-duty axle with cab controlled differential lock/unlock.

Brakes:

Fully enclosed, hydraulic actuated wet disk, individually applied and interlock. Parking brake. Or prior approved equal.

Ride Control:

Manufacturer's standard.

Electrical System:

Manufacturer's standard starting and charging system. Heavy Duty alternator and battery with lockable lid or cover. Two (2)-twelve-(12) volt thirty (30) amp accessory power plugs in the cab. Master disconnect switch. Or prior approved equal.

Lighting:

Run-turn-stop-warning lights. Four (4) front and four (4) rear work lights. All light will be LED type.

Throttle:

Foot and hand lever control with infinite settings with electronic control.

Tires:

Manufacturer's standard front and rear, traction lug-type.

Hydraulics:

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Manufactures standard. Tank must be labeled with quantity and type, reservoir with sight gauge or dipstick (anti-vandalism protection) and a Locking lid or cap. Spin-on hydraulic filter. Hydraulic oil cooler. All hydraulic cylinders shall be chrome plated. Or prior approved equal.

Instrumentation:

Electronic monitoring system for engine, electrical, power train and hydraulics. Provide the following gauges/meters: engine temperature, fuel, converter, hour meter and tachometer. High coolant temperature, low oil pressure, parking brake engagement, shuttle engagement/seat position, backup alarm, shall have audible and visual alarm warning.

Cab:

Fully enclosed ROPS/FOPS pressurized deluxe cab with tinted glass. Not to exceed seventy seven (77) db(a) decibels sound level. Right/left cab entry. Tilt wheel. Complete rubber floor mat. Factory installed air conditioner. Heater/defroster. Interior rear view mirror. Front/rear windshield wipers with front/rear windshield washers. Sun visor. Tilt steering wheel. Deluxe cloth suspension seat with safety belt. Storage compartments. Cup holders and interior cab light. Coat hook. Horn, dual switched front and rear.

Fenders:

Manufacturer's standard rear fenders.

Operating Weight:

Fifteen thousand (15,000) pounds as specified.

Front End Loader Controls:

Single-lever control to raise, neutral, lower, float, curl, dump, return-to-dig, bucket position indicator and clutch disconnect button on loader control.

Loader Bucket:

Heavy-duty general purpose bucket, bolt-on cutting edge.

Loader Arms:

Heavy-duty manufacturer's standard with safety prop.

Backhoe Controls:

2-lever joy-stick controls with electric/hydraulic pilot operated control system (no cables or rods). In-cab selectable excavator to backhoe control pattern change (no tools required).

Backhoe Bucket:

Twenty-four inch severe-duty. Complete with rock teeth.

Extendible Dipper Stick:

Manufacturer's standard electric/hydraulic push button controlled (proportional valve) extendible dipper stick (no cables or rods).

Boom:

Manufacturer's standard heavy-duty boom. One hundred eighty (180) degrees swing arc. Transport lock.

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Stabilizers:

Anti-drift, reversible pads for dirt and street.

Toolbox:

Manufacturer's standard lockable toolbox.

Paint:

Prime and paint at factory with factory standard color.

Backup Alarm:

Single sound level backup alarm with a minimum sound level of one hundred twelve (112) decibels "Preco" type or prior approved equal.

Slow moving vehicle emblem (SMV):

Provide a slow moving vehicle (SMV) emblem at rear.

Led Light Bar:

LED type amber front red rear, mini led light bar or approved equal, mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

Grab Handles /Steps:

Easy access grab handles and steps for entering and exiting cab.

Tie Down Points:

Minimum of four (4) designated Tie-down points with visual labeling, designed to accommodate chains with five-eighths inch hooks.

Make Offered.....

- AA) John Deere
- AB) John Deere
- AC) John Deere
- AD) JCB
- AE) JCB
- AF) Case
- AG) Case
- AH) Case
- AI) Caterpillar
- AJ) Caterpillar
- AK) Caterpillar

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Model Offered.....

AA) 310SL
AB) 310L
AC) 410L
AD) 3CX-14 Super
AE) 4CX-14 Super
AF) 580SN
AG) 590SN
AH) 580N
AI) 430F2
AJ) 420F2
AK) 416F2

Base Price per Unit.....

AA)\$82,999.00
AB)\$80,399.00
AC)\$90,999.00
AD)\$87,960.00
AE)\$104,276.00
AF)\$85,741.00
AG)\$97,457.00
AH)\$82,539.00
AI)\$96,629.00
AJ)\$87,645.00
AK)\$80,949.00

Bid as Options:

A) Additional Technical Manual (Paper)

Add AA)\$194.00
AB)\$194.00
AC)\$195.00
AD)\$550.00
AE)\$550.00
AF)\$1,270.00
AG)\$1,270.00
AH)\$1,270.00
AI)\$1,600.00
AJ)\$1,600.00
AK)\$1,600.00

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B) Additional Parts Book (Paper)	AddAA)\$660.00 AB)\$660.00 AC)\$675.00 AD)\$550.00 AE)\$550.00 AF)\$715.00 AG)\$715.00 AH)\$715.00 AI)\$100.00 AJ)\$100.00 AK)\$100.00
C) Additional Technical Manual (DVD or Flash Drive)	AddAA)\$145.00 AB)\$145.00 AC)\$145.00 AD)\$550.00 AE)\$550.00 AF)\$65.00 AG)\$65.00 AH)\$65.00 AI)\$1,200.00 AJ)\$1,200.00 AK)\$1,200.00
D) Additional Parts Book (DVD or Flash Drive)	AddAA)\$494.00 AB)\$494.00 AC)\$510.00 AD)\$550.00 AE)\$550.00 AF)\$65.00 AG)\$65.00 AH)\$65.00 AI)\$80.00 AJ)\$80.00 AK)\$80.00

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E) Radio Ready Kit with Radio, Antenna and Speakers	AddAA)\$590.00 AB)\$590.00 AC)\$590.00 AD)\$200.00 AE)\$200.00 AF)\$268.00 AG)\$268.00 AH)\$268.00 AI)\$1,320.00 AJ)\$1,320.00 AK)\$1,320.00
F) Three Year / Three Thousand Hours Service Plan (Manufacturer's Standard)	AddAA)\$8,499.00 AB)\$8,499.00 AC)\$8,499.00 AD)\$14,749.00 AE)\$14,749.00 AI)\$8,400.00 AJ)\$8,400.00 AK)\$8,400.00
G) Five Year/ Five Thousand Hours Service Plan (Manufacturer's Standard)	AddAA)\$13,950.00 AB)\$13,950.00 AC)\$13,950.00 AD)\$26,276.00 AE)\$26,276.00 AI)\$14,100.00 AJ)\$14,100.00 AK)\$14,100.00

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H) Multi-Purpose Loader Bucket	AddAA)\$5,250.00 AB)\$5,250.00 AC)\$6,000.00 AD)\$3,250.00 AE)\$3,250.00 AF)\$3,250.00 AG)\$3,250.00 AH)\$3,250.00 AI)\$5,700.00 AJ)\$5,700.00 AK)\$5,700.00
I) "CTI" Type Loader Bucket Quick Attach Forks	AddAA)\$840.00 AB)\$840.00 AC)\$840.00 AD)\$2,100.00 AE)\$2,100.00 AF)\$2,100.00 AG)\$2,100.00 AH)\$2,100.00 AI)\$1,800.00 AJ)\$1,800.00 AK)\$1,800.00
J) Additional Valves and Cab Control for Boom Mounted Hydraulic Breaker	AddAA)\$2,600.00 AB)\$1,750.00 AC)\$2,600.00 AD)\$2,054.00 AE)\$2,054.00 AF)\$2,798.00 AG)\$2,798.00 AH)\$2,798.00 AI)\$2,900.00 AJ)\$2,900.00 AK)\$2,900.00

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K) Boom Mounted Hydraulic Hammer/Breaker with Additional Valves and Cab Controls	AddAA)\$14,600.00 AB)\$13,750.00 AC)\$15,000.00 AD)\$8,923.00 AE)\$8,923.00 AF)\$13,225.00 AG)\$13,225.00 AH)\$13,225.00 AI)\$17,500.00 AJ)\$17,500.00 AK)\$17,500.00
L) Boom Mounted Thumb with Additional Valves and Cab Controls	AddAA)\$7,600.00 AB)\$6,250.00 AC)\$7,600.00 AD)\$8,000.00 AE)\$8,000.00 AF)\$3,760.00 AG)\$3,760.00 AH)\$3,760.00 AI)\$4,700.00 AJ)\$4,700.00 AK)\$4,700.00
M) Quick Connect Coupler and Bucket in lieu of standard pin on type	AddAA)\$850.00 AB)\$850.00 AC)\$850.00 AD)\$1,480.00 AE)\$1,480.00 AF)\$2,271.00 AG)\$2,271.00 AH)\$2,271.00 AI)\$1,650.00 AJ)\$1,650.00 AK)\$1,650.00

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N) Cab controls for front loader hydraulics	AddAA)\$2,250.00 AB)\$2,250.00 AC)\$2,250.00 AD)\$726.00 AE)\$726.00 AF)\$3,955.00 AG)\$3,955.00 AH)\$3,955.00 AI)\$4,400.00 AJ)\$4,400.00 AK)\$4,400.00
O) Additional Eight Inch Backhoe Bucket	AddAA)\$825.00 AB)\$825.00 AC)\$825.00
P) Additional Twelve Inch Backhoe Bucket	AddAA)\$875.00 AB)\$875.00 AC)\$875.00 AD)\$1,090.00 AE)\$1,090.00 AF)\$1,092.00 AG)\$1,092.00 AH)\$1,092.00 AI)\$1,400.00 AJ)\$1,400.00 AK)\$1,400.00

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Q) Front Spare Wheel

AddAA)\$400.00
AB)\$400.00
AC)\$400.00
AD)\$365.00
AE)\$567.00
AF)\$312.00
AG)\$312.00
AH)\$312.00
AI)\$300.00
AJ)\$300.00
AK)\$300.00

R) Front Spare Tire (Mounted if Purchased with Option "Q")

AddAA)\$375.00
AB)\$375.00
AC)\$375.00
AD)\$1,037.00
AE)\$2,833.00
AF)\$665.00
AG)\$665.00
AH)\$665.00
AI)\$800.00
AJ)\$800.00
AK)\$800.00

S) Rear Spare Wheel

AddAA)\$820.00
AB)\$820.00
AC)\$950.00
AD)\$567.00
AE)\$567.00
AF)\$525.00
AG)\$525.00
AH)\$525.00
AI)\$700.00
AJ)\$700.00
AK)\$700.00

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T) Rear Spare Tire (Mounted if Purchased with Option "S")	AddAA)\$830.00 AB)\$830.00 AC)\$1,100.00 AD)\$2,833.00 AE)\$2,833.00 AF)\$1,775.00 AG)\$1,775.00 AH)\$1,775.00 AI)\$1,600.00 AJ)\$1,600.00 AK)\$1,600.00
U) Solid Tires Front and Back	AddAA)\$7,250.00 AB)\$7,250.00 AC)\$8,000.00 AD)\$3,369.00 AE)\$4,000.00 AI)\$9,500.00 AJ)\$9,500.00 AK)\$9,500.00
V) Snow Plow	AddAD)\$8,448.00 AE)\$8,448.00 AF)\$4,040.00 AG)\$4,040.00 AH)\$4,040.00 AI)\$6,500.00 AJ)\$6,500.00 AK)\$6,500.00

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W) Snow Pusher	Add AA)\$4,850.00 AB)\$4,850.00 AC)\$4,850.00 AF)\$3,200.00 AG)\$3,200.00 AH)\$3,200.00 AI)\$6,000.00 AJ)\$6,000.00 AK)\$6,000.00
X) Snow Pusher with Wings	Add AD)\$9,089.00 AE)\$9,089.00 AF)\$3,382.00 AG)\$3,382.00 AH)\$3,382.00
Y) Backup Camera	Add AF)\$975.00 AG)\$975.00 AH)\$975.00
Z) Automatic Lubrication System	Add AF)\$8,592.00 AG)\$8,592.00 AH)\$8,592.00

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AA) Standard Dipper Stick in lieu of extendable	Deduct AA)\$4,500.00 AB)\$4,500.00 AC)\$4,500.00 AD)\$2,007.00 AE)\$2,007.00 AF)\$3,010.00 AG)\$3,010.00 AH)\$3,010.00 AI)\$3,500.00 AJ)\$3,500.00 AK)\$3,500.00
AB) Standard Backhoe Controls In Lieu Of Pilot Controls	Deduct AA)\$1,250.00 AB)\$1,250.00 AC)\$1,250.00 AD)\$736.00 AE)\$4,690.00 AF)\$1,600.00 AG)\$1,600.00 AH)\$1,600.00 AK)\$4,500.00
AC) Two Wheel Drive in Lieu of Four Wheel Drive	Deduct AA)\$7,750.00 AB)\$7,750.00 AC)\$7,750.00 AD)\$2,874.00 AF)\$7,120.00 AG)\$7,120.00 AH)\$7,120.00 AI)\$7,500.00 AJ)\$7,500.00 AK)\$7,500.00

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AD) Tires, Other: Firestone 21L-24 12PR & 12.5/80-18 12 PR Suregrip Add/Deduct AA)\$+1,500.00
Firestone 21L-24 12PR & 12.5/80 1LPR Suregrip AC)\$+750.00
12.5/80X18 Front AF)\$+910.00
12.5/80X18 Front AG)\$+910.00
12.5/80X18 Front AH)\$+910.00

AE) Tires, Other: Add/Deduct
Michelin Radials AF)\$+2,200.00
Michelin Radials AG)\$+2,200.00
Michelin Radials AH)\$+2,200.00

AF) Other: "HL" Option (Heavy Lift Backhoe) Add/Deduct AA)\$+2,495.00
"EP" option (74HP IT4) AB)\$-3,469.00
Halogen in lieu of LED lighting AC)\$-500.00
Wide Track Option AF)\$+3,962.00

AG) Other: Halogen in lieu of LED Lighting Add/Deduct AA)\$-500.00
Halogen in lieu of LED Lighting AB)\$-500.00
Boom Protection Plate AC)\$+600.00
93" Wide Front Bucket AF)\$+705.00

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AH) Other: Loader coupler package to include coupler, bucket and 48" Add/Deduct AA)\$+7,250.00
Pallet Forks
Anti Theft _____ AB)\$+300.00

Loader coupler package to include coupler, bucket and 48" _____ AC)\$+7,250.00
Pallet Forks

Gripper Teeth _____ AF)\$+197.00

Gripper Teeth _____ AG)\$+197.00

Gripper Teeth _____ AH)\$+197.00

Item 2:

Percentage of discount for attachments not listed

Discount.....	AA) 15%
	AB) 15%
	AC) 15%
	AD) 12%
	AE) 12%
	AF) 20% Case factory with unit 10% Other
	AG) 20% Case factory with unit 10% Other
	AH) 20% Case factory with unit 10% Other
	AI) 15%
	AJ) 15%
	AK) 15%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/27/18

DEPT: Utilities

MEETING DATE: 05/16/18

ITEM/TOPIC: Publication of Ordinance No. 18-03 amending Ordinance No. 18-01 entering into a loan agreement with the New Mexico Finance Authority.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to publish Ordinance No. 18-03.

BACKGROUND/RATIONALE: Ordinance 18-01 was passed approved and adopted at the City Council Meeting on March 21, 2018 approving a loan with the NMFA for the purposes of obtaining for financing the acquisition of water storage rights.

A principal amount of up to \$4,200,000.00 together with interest will be repaid from the distributions of the revenues from GRT. The funding agency requires that the loan be approved through ordinance. The original ordinance must be amended to allow delegation of authority to make certain determinations concerning the terms of the loan agreement and authorizing the taking of other actions in connection with the execution and delivery of the loan agreement and the intercept agreement.

STAFF RECOMMENDATION: Approval to publish Ordinance No. 18-03.

COMMITTEE RECOMMENDATION: This item was discussed at the regular meeting of the Utility Advisory Committee on May 8, 2018. 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.

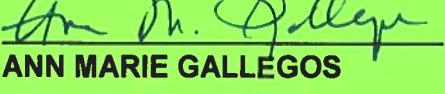

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULÉ-GIRÓN
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-03

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 18-01; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF UP TO \$4,200,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR USE BY THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; DELEGATING AUTHORITY TO MAKE CERTAIN DETERMINATIONS CONCERNING THE TERMS OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the 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 its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project and the Project will provide for the public health, peace and safety of the Governmental Unit and its citizens; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the Municipal Capital Outlay Gross Receipts Tax pursuant to Section 7-19D-12, NMSA 1978, as amended, on the gross receipts of all persons engaging in business within the Governmental Unit, which provides for the Pledged Revenues; 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, as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

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

WHEREAS, the Governing Body hereby determines that the Project to be financed with the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; 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 and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained;

WHEREAS, the Governing Body adopted Ordinance No. 18-01 on March 21, 2018; and

WHEREAS, the Governing Body wishes to amend and restate Ordinance No. 18-01 in its entirety.

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

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

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12, Section 6-14-10.2, NMSA 1978, Sections 6-21-1 through 6-21-31, NMSA 1978, Section 7-19D-12, NMSA 1978, each as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance and the Tax Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of any of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, City Manager, City Treasurer, and City Clerk of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

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

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority and the Trustee in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in 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 City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Las Vegas, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement dated the Closing Date between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. 18-03 as adopted by the Governing Body on June 20, 2018, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement, as amended from time to time.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet, if any.

“Pledged Revenues” means the revenues derived from the one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax enacted pursuant to Section 7-19D-12,

NMSA 1978, as amended, and the Tax Ordinance, distributed to the Governmental Unit monthly by the Distributing State Agency.

“Pricing Certificate” means one or more certificates executed by the Chair of the Governing Body and/or City Manager, pursuant to and as authorized by Section 6-14-10.2, NMSA 1978, setting forth the final terms of the Loan.

“Processing Fee” means the processing fee to be paid by the Governmental Unit on the Closing Date to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

“Project” means acquiring water storage rights for the benefit of the Governmental Unit, as described in the Term Sheet.

“Tax Ordinance” means Governmental Unit Ordinance No. 06-11 adopted by the Governing Body on June 7, 2006 pursuant to Section 7-19D-12, NMSA 1978, which imposes a one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

“State” means the State of New Mexico.

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

“Trustee” means BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement, and the Intercept Agreement. The Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit of the Governmental Unit.

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

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, 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 and the Intercept Agreement.

H. The net effective interest rate on the Loan shall not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-12, NMSA 1978, as amended, the Governmental Unit has heretofore adopted the Tax Ordinance, which imposes a Municipal Capital Outlay Gross Receipts Tax of one-quarter of one percent (0.25%) on the gross receipts of persons engaging in business within the Governmental Unit.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of up to \$4,200,000, plus interest, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project, (ii) make a deposit to the Finance Authority Debt Service Account, and (iii) pay the Processing Fee and Expenses.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an aggregate principal amount of up to \$4,200,000, shall be payable in installments of principal due on the dates designated in the Loan Agreement and bear interest payable on the dates and at the rates designated in the Loan Agreement, all as approved by the Pricing Certificate. The Loan shall be sold in a private sale at par and shall have a maximum term of fifty years. The underwriter's discount for the Loan shall not exceed 2% of the par amount of the Loan.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions as are consistent with this Ordinance and 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 the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. 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 Ordinance and the Loan Agreement and 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 Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring 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 Ordinance, 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. Disposition of Proceeds: Completion of the Project.

A. Program Account and Finance Authority Debt Service. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; and (ii) the payment of the Processing Fee to the Finance Authority, all as set forth in the Term Sheet.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account and the Program Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that payment for the Project has been completed. As soon as practicable after the Completion Date, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee 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. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal and interest on, 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 and interest 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 below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be 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 other 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. Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and in the Loan Agreement. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary). Pursuant to Section 6-14-10.2, NMSA 1978, the Chair of the Governing Body and/or City Manager are each individually hereby delegated authority to execute the Pricing Certificate, and to determine any or all of the final terms of the Loan Agreement, subject to the parameters and conditions contained in this Ordinance. The Chair of the Governing Body or the City Manager shall present the Pricing Certificate to the Governing Body in a timely manner, before or after delivery of the Loan Agreement, at a regularly scheduled public meeting of the Governing Body.

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as provided therein.

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

Section 15. Repealer Clause. All bylaws, orders, 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. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Ordinance for Publication)

City of Las Vegas, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No.18-03 duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on June 20, 2018. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-03

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 18-01; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF UP TO \$4,200,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR USE BY THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; DELEGATING AUTHORITY TO MAKE CERTAIN DETERMINATIONS CONCERNING THE TERMS OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

Section 18. Amendment and Restatement. This ordinance amends, restates and supersedes Ordinance No. 18-01 in its entirety.

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF JUNE, 2018.

CITY OF LAS VEGAS, NEW MEXICO

ATTEST:

Tonita Gurulé-Girón, Mayor

Cassandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

City Attorney

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-03

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 18-01;
AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN
AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE
CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND
THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"),
EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE
GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF UP TO \$4,610,
~~\$70,200,000~~, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE
OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR
USE BY THE GOVERNMENTAL UNIT; AND PAYING A LOAN PROCESSING
FEES; AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT;
PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE
UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF
THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL
CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO
SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF
THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS
TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE
REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT
TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL
AND INTEREST DUE ON THE LOAN AGREEMENT; DELEGATING
AUTHORITY TO MAKE CERTAIN DETERMINATIONS CONCERNING THE
TERMS OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT;
RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION
INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE
TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION
AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT
AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the 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 its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project and the Project will provide for the public health, peace and safety of the Governmental Unit and its citizens; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the Municipal Capital Outlay Gross Receipts Tax pursuant to Section 7-19D-12, NMSA 1978, as amended, on the gross receipts of all persons engaging in business within the Governmental Unit, which provides for the Pledged Revenues; 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, as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

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

WHEREAS, the Governing Body hereby determines that the Project to be financed with the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; 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 and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.;

WHEREAS, the Governing Body adopted Ordinance No. 18-01 on March 21, 2018; and

WHEREAS, the Governing Body wishes to amend and restate Ordinance No. 18-01 in its entirety.

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

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

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12 and Section 6-14-10.2, NMSA 1978, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, Section 7-19D-12, NMSA 1978, each as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance and the Tax Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of any of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, City Manager, City Treasurer, and City Clerk of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

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

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority and the Trustee in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in 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 City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Las Vegas, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement dated the Closing Date between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“Loan Agreement Reserve Account” means the loan agreement reserve account in the name of the Governmental Unit established under the Indenture, funded from the proceeds of the Loan Agreement or by the Governmental Unit, and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means the amount shown as the Loan Agreement Reserve Account Deposit on the Term Sheet attached as Exhibit “A” to the Loan Agreement, which amount shall not to exceed the least of (i) ten percent (10%) of the Loan Agreement Principal

~~Amount, (ii) 125% of the average annual principal and interest requirements under the Loan Agreement, or (iii) the maximum annual principal and interest requirements under the Loan Agreement.~~

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. ~~_____~~ 18-03 as adopted by the Governing Body on ~~March 21~~June 20, 2018, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement, as amended from time to time.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet, if any.

“Pledged Revenues” means the revenues derived from the one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax enacted pursuant to Section 7-19D-12, NMSA 1978, as amended, and the Tax Ordinance, distributed to the Governmental Unit monthly by the Distributing State Agency.

“Pricing Certificate” means one or more certificates executed by the Chair of the Governing Body and/or City Manager, pursuant to and as authorized by Section 6-14-10.2, NMSA 1978, setting forth the final terms of the Loan.

“Processing Fee” means the processing fee to be paid by the Governmental Unit on the Closing Date to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

“Project” means ~~acquiring, extending, enlarging, bettering, repairing, improving, constructing, purchasing, furnishing, equipping or rehabilitating any independent fire district project or facilities, including where applicable purchasing, otherwise acquiring or improving the ground for the project, or any combination of such purposes, all within water storage rights for the benefit of~~ the Governmental Unit, as described in the Term Sheet.

“Tax Ordinance” means Governmental Unit Ordinance No. 06-11 adopted by the Governing Body on June 7, 2006 pursuant to Section 7-19D-12, NMSA 1978, which imposes a one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

“State” means the State of New Mexico.

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

"Trustee" means BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement, and the Intercept Agreement. The Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit of the Governmental Unit.

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

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, 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 and the Intercept Agreement.

H. The net effective interest rate on the Loan ~~does shall~~ not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-12, NMSA 1978, as amended, the Governmental Unit has heretofore adopted the Tax Ordinance, which imposes a Municipal Capital Outlay Gross Receipts Tax of one-quarter of one percent (0.25%) on the gross receipts of persons engaging in business within the Governmental Unit.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of up to \$4,610, 570, 200,000, plus interest, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project, (ii) ~~fund the Loan Agreement Reserve Account,~~ (iii) make a deposit to the Finance Authority Debt Service Account, and (iv) pay the Processing Fee and Expenses.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an aggregate principal amount of up to \$4,610, 570, 200,000, shall be payable in installments of principal due on 1 of the years~~dates~~ designated in Exhibit "B" to the Loan Agreement and bear interest payable on 1 the dates and 1 of each year, commencing on 1, 2018 at the rates designated in Exhibit "B" to the Loan Agreement, all as approved by the Pricing Certificate. The Loan shall be sold in a private sale at par and shall have a maximum term of fifty years. The underwriter's discount for the Loan shall not exceed 2% of the par amount of the Loan.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions as are consistent with this Ordinance and 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 the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. 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 Ordinance and the Loan Agreement and 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 Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring 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 Ordinance, 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. Disposition of Proceeds: Completion of the Project.

A. Program Account, and Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and ~~Loan Agreement Reserve Account~~ to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; ~~(ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account as set forth in the Term Sheet; and (iii)~~ and (ii) the payment of the Processing Fee to the Finance Authority, all as set forth in the Term Sheet.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account and the Program Account and ~~Loan Agreement Reserve Account~~, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that payment for the Project has been completed. As soon as practicable after the Completion Date, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee 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. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an

amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the ~~amounts~~amount in the Finance Authority Debt Service Account and ~~Loan Agreement Reserve Account total~~totals a sum at least equal to the entire aggregate amount to become due as to principal and interest on, 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 and interest 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 below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be 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 other 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. Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and in the Loan Agreement. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary). Pursuant to Section 6-14-10.2, NMSA 1978, the Chair of the Governing Body and/or City Manager are each individually hereby delegated authority to execute the Pricing Certificate, and to determine any or all of the final terms of the Loan Agreement, subject to the parameters and conditions contained in this Ordinance. The Chair of the Governing Body or the City Manager shall present the Pricing Certificate to the Governing Body in a timely manner,

before or after delivery of the Loan Agreement, at a regularly scheduled public meeting of the Governing Body.

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as provided therein.

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

Section 15. Repealer Clause. All bylaws, orders, 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. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Ordinance for Publication)

City of Las Vegas, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No.18-03 duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on March 21/June 20, 2018. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. _____

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 18-01;
AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN
AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE
CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND
THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"),
EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE
GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF UP TO
\$4,610,570,200,000, TOGETHER WITH INTEREST THEREON, FOR THE
PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE
RIGHTS FOR USE BY THE GOVERNMENTAL UNIT; AND PAYING A LOAN
PROCESSING FEE, AND FUNDING A LOAN AGREEMENT RESERVE
ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND
INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE
DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE
PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX
IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR
THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL
OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND
REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE
AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT
AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON
THE LOAN AGREEMENT; DELEGATING AUTHORITY TO MAKE CERTAIN
DETERMINATIONS CONCERNING THE TERMS OF THE LOAN
AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS
HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH
THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS
IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN
AGREEMENT AND THE INTERCEPT AGREEMENT.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

Section 18. Amendment and Restatement. This ordinance amends, restates and
supersedes Ordinance No. 18-01 in its entirety.

PASSED, APPROVED AND ADOPTED THIS 21st20th DAY OF MARCHJUNE, 2018.

CITY OF LAS VEGAS, NEW MEXICO

ATTEST:

Tonita Gurulé-Girón, Mayor

Cassandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

City Attorney

**CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-01**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$4,570,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR USE BY THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE, AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the 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 its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project and the Project will provide for the public health, peace and safety of the Governmental Unit and its citizens; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the Municipal Capital Outlay Gross Receipts Tax pursuant to Section 7-19D-12, NMSA 1978, as

amended, on the gross receipts of all persons engaging in business within the Governmental Unit, which provides for the Pledged Revenues; 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, as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

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

WHEREAS, the Governing Body hereby determines that the Project to be financed with the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; 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 and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

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

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12 and Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, Section 7-19D-12, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance and the Tax Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of any of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, City Manager, City Treasurer, and City Clerk of the Governmental Unit.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

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

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority and the Trustee in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in 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 City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Las Vegas, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement dated the Closing Date between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“Loan Agreement Reserve Account” means the loan agreement reserve account in the name of the Governmental Unit established under the Indenture, funded from the proceeds of the Loan Agreement or by the Governmental Unit, and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means the amount shown as the Loan Agreement Reserve Account Deposit on the Term Sheet attached as Exhibit “A” to the Loan Agreement, which amount shall not to exceed the least of (i) ten percent (10%) of the Loan Agreement Principal Amount, (ii) 125% of the average annual principal and interest requirements under the Loan Agreement, or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. 18-01 as adopted by the Governing Body on March 21, 2018, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement, as amended from time to time.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet, if any.

“Pledged Revenues” means the revenues derived from the one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax enacted pursuant to Section 7-19D-12, NMSA 1978, as amended, and the Tax Ordinance, distributed to the Governmental Unit monthly by the Distributing State Agency.

“Processing Fee” means the processing fee to be paid by the Governmental Unit on the Closing Date to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

“Project” means acquiring, extending, enlarging, bettering, repairing, improving, constructing, purchasing, furnishing, equipping or rehabilitating any independent fire district project or facilities, including where applicable purchasing, otherwise acquiring or improving the ground for the project, or any combination of such purposes, all within the Governmental Unit, as described in the Term Sheet.

“Tax Ordinance” means Governmental Unit Ordinance No. 06-11 adopted by the Governing Body on June 7, 2006 pursuant to Section 7-19D-12, NMSA 1978, which imposes a one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

“State” means the State of New Mexico.

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

“Trustee” means BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement, and the Intercept Agreement. The Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit of the Governmental Unit.

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

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, 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 and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-12, NMSA 1978, as amended, the Governmental Unit has heretofore adopted the Tax Ordinance, which imposes a Municipal Capital Outlay Gross Receipts Tax of one-quarter of one percent (0.25%) on the gross receipts of persons engaging in business within the Governmental Unit.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$4,570,000, plus interest, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project, (ii) fund the Loan Agreement Reserve Account, (iii) make a deposit to the Finance Authority Debt Service Account, and (iv) pay the Processing Fee and Expenses.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an aggregate principal amount of \$4,570,000, shall be payable in installments of principal due on _____ 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on _____ 1 and _____ 1 of each year, commencing on _____ 1, 2018 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions as are consistent with this Ordinance and 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 the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. 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 Ordinance and the Loan Agreement and 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 Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring 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 Ordinance, 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 therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

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

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and Loan Agreement Reserve Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account as set forth in

the Term Sheet; and (iii) the payment of the Processing Fee to the Finance Authority, all as set forth in the Term Sheet.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account and the Program Account and Loan Agreement Reserve Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that payment for the Project has been completed. As soon as practicable after the Completion Date, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee 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. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, 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 and interest 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 below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be 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 other 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. Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and in the Loan Agreement. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as provided therein.

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

Section 15. Repealer Clause. All bylaws, orders, 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. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Ordinance for Publication)

**City of Las Vegas, New Mexico
Notice of Adoption of Ordinance**

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 18-01 duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on March 21, 2018. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

**CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-01**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$4,570,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR USE BY THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE, AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL

AND INTEREST DUE ON THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF MARCH, 2018.

CITY OF LAS VEGAS, NEW MEXICO

ATTEST:

Tonita Gurulé-Girón
Tonita Gurulé-Girón, Mayor

Casandra Fresquez
Casandra Fresquez, City Clerk

**Regular or Special
CITY COUNCIL MEETING AGENDA REQUEST**

DATE: May 4, 2019 **DEPT:** Community Development **MEETING DATE:** May 16, 2018

ITEM/TOPIC: Adoption of the City of Las Vegas, NM, Metropolitan Redevelopment Plan, (Downtown Action Plan), Authorizing Resolution, Grant Agreement, Certificate of Grantee.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval to adopt the Metropolitan Redevelopment Act Plan update and sign supporting documents.*

BACKGROUND/RATIONALE: The City of Las Vegas in collaboration with Architectural Research Consultants, Mainstreet New Mexico, New Mexico Finance Authority, Mainstreet de Las Vegas, New Mexico Historic Preservation, and NMDOT has completed the final draft of the plan and is now ready for adoption by the Governing Body. Also included are the Authorizing Resolution, Grant Agreement and Certificate of Grantee.

STAFF RECOMMENDATION: Approve the plan for adoption and supporting documents.

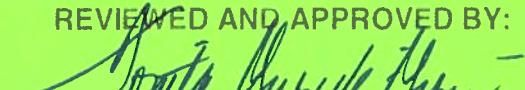
COMMITTEE RECOMMENDATION: N/A

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

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS

INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 18-22 OF THE BOARD OF TRUSTEES CITY OF
LAS VEGAS, MAY 16, 2018**

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

The Board of Trustees (the "Governing Body") of City of Las Vegas (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at Council Chambers, 1700 North Grand Ave., Las Vegas, New Mexico 87701, being the meeting place of the Governing Body for the meeting held on the 16th day of May 2018 at the hour of 6:00 p.m. Upon roll call, the following members and officers were found to be present:

Present: _____

Absent: _____

Also Present: _____

Thereupon, there was officially filed with the City Clerk a copy of a proposed Resolution in final form, as follows:

CITY OF LAS VEGAS
RESOLUTION NO. 18-22

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND THE CITY OF LAS VEGAS (THE "GRANTEE"), IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE METROPOLITAN REDEVELOPMENT ACT PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

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

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

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

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt or pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

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

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LAS VEGAS, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated May 25, 2018.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

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

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

A. The Project is needed to land use, housing, economic development and jobs.

B. The costs of the Project are beyond the local control and resources of the Grantee.

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

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of a majority of a quorum 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 Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Fifty Thousand Dollars (\$50,000) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).

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

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any

balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, 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 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF MAY 2018.

CITY OF LAS VEGAS

By _____
Tonita Gurule-Giron, Mayor

[SEAL]

ATTEST:

By _____
Cassandra Frezquez, City Clerk

[Remainder of page intentionally left blank.]

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

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ (____) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

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

[Signature page follows.]

CITY OF LAS VEGAS

By _____
Tonita Gurule-Giron, Mayor

[SEAL]

ATTEST:

By _____
Cassandra Frezquez, City Clerk

[Remainder of page intentionally left blank.]

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

I, Cassandra Frezquez, the duly qualified and acting City Clerk of the City of Las Vegas (the "Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Trustees of the Grantee constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at Council Chambers, 1700 North Grand Ave., Las Vegas, New Mexico 87701, on May 16th at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. _____ and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 18-01 dated January 17, 2018 and presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of May 2018.

CITY OF LAS VEGAS

By _____
Cassandra Frezquez, City Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting

**\$50,000
PLANNING GRANT AGREEMENT**

dated

May 25, 2018

by and between

NEW MEXICO FINANCE AUTHORITY

and

CITY OF LAS VEGAS

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the "Grant agreement"), dated May 25, 2018, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority") and the CITY OF LAS VEGAS (the "Grantee").

WITNESSETH:

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

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop economic development plans, and pay administrative costs of the local government planning fund program; and

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

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of Fifty Thousand Dollars (\$50,000) from the Finance Authority to carry out the Project, as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

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

ARTICLE I: DEFINITIONS

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

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

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

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the Board of Trustees of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Fifty Thousand Dollars (\$50,000).

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursal to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

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

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

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

“Local Match” means \$0.

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

“Planning Document” means a written document in the form of a Metropolitan Redevelopment Act plan created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs, namely land use, housing, economic development and jobs.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project, and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. _____ adopted on May 16, 2018 authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

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

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to address land use, housing, economic development and jobs, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the

governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

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

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

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

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

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

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

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on November 30, 2016.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the

Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee 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 Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

- (a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;
- (b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;
- (c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority 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, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or
- (d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

- (a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;
- (b) Terminate this Grant Agreement;
- (c) Cease disbursing any further amounts from the Grant Account;
- (d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or
- (f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. 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 or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. 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 Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions 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 9.6. 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.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

City of Las Vegas
Attn.: City Manager
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

And if to the Finance Authority, then to:

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

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. 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 Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement 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 10.7. Execution in Counterparts. This Grant 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 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on November 30, 2016, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Chief Executive Officer or Designee

[SEAL]

ATTEST:

By _____

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

By _____
Daniel C. Opperman, General Counsel

CITY OF LAS VEGAS

By _____
Tonita Gurule-Giron, Mayor

[SEAL]

ATTEST:

By _____
Cassandra Frezquez, City Clerk

EXHIBIT "A"

TERM SHEET

Grantee:

CITY OF LAS VEGAS

Project Description:

Preparation of a Planning Document consisting of the Metropolitan Redevelopment Act plan addressing land use, housing, economic development and jobs.

Total Grant Amount:

Fifty Thousand Dollars (\$50,000)

Local Match:

\$0

Closing Date:

May 25, 2018

EXHIBIT "B" **FORM OF REQUISITION**

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Las Vegas ("Grantee"), Finance Authority Grant Number 3656-PG (the "Grant Agreement").

Closing Date: May 25, 2018

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

WIRING INFORMATION

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

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

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

DATED: _____ By: _____

Authorized Officer of the Grantee

Title: _____

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Las Vegas ("Grantee"), Finance Authority Grant Number 3656-PG (the "Grant Agreement").

Closing Date: May 25, 2018

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on _____, 20____.
2. The total cost of the Project was \$ _____.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

CITY OF LAS VEGAS

By: _____

Its: _____

\$50,000
City of Las Vegas
Planning Grant Agreement
Finance Authority No. 3656-PG

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

CERTIFICATE OF GRANTEE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk of the City of Las Vegas (the "Grantee"), San Miguel County, State of New Mexico, that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. _____ adopted by the Governing Body of the Grantee on May 16, 2018, (the "Resolution") in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

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

2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;

3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and

4. The Grantee has all requisite corporate power:

- (a) To perform or cause performance of the Project funded by the Planning Grant;
- (b) To execute and deliver Grant documents, including but not limited to those identified above; and
- (c) To perform all acts required by such Grant documents to be done by the Grantee.

5. All proceedings of the Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.

6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has 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 Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. 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 Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least April 17, 2018, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Tonita Gurule-Giron, Mayor

David Ulibarri

Vince Howell

Barbara Perea-Casey

David Romero

Cassandra Frezquez, City Clerk

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

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

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

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at [Council Chambers, 1700 North Grand Ave., Las Vegas, New Mexico 87701, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 18-01 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on January 17, 2018, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

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

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

21. This Certificate may be executed in counterparts.

WITNESS our signatures and the seal of the Grantee this 25th day of May 2018.

CITY OF LAS VEGAS

By _____
Tonita Gurule-Giron, Mayor

[SEAL]

ATTEST:

By _____
Cassandra Frezquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05-04-18

DEPT: Community Development

MEETING DATE: 05-16-18

ITEM/TOPIC:

Rezone of a property located at 2513 Hot Springs Boulevard, Las Vegas, New Mexico via Ordinance #18-04, 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:

The City of Las Vegas, owner of Lots 4, 5, 6, 7 & 8, Block 2, Miguel Romero Y Baca Addition and known as 2513 Hot Springs Blvd., Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on April 30, 2018. City of Las Vegas is requesting that said property be rezoned from the present R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone). The applicant's intent is to accommodate a Farmer's Market within parking lot of above property for the Old Town residents.

STAFF RECOMMENDATION:

Consideration by Mayor and Council.

COMMITTEE RECOMMENDATION:

The Planning & Zoning Commission recommends approval of the re-zone from General Commercial to General Commercial Zone.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRÓN
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGO
INTERIM CITY MANAGER

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

Approved to form 1-26-15

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

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 18-04**

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-2 (MULTI-FAMILY RESIDENTIAL ZONE) TO A C-3 (GENERAL COMMERCIAL ZONE) FOR LOTS 4, 5, 6, 7 AND 8, BLOCK 2, OF THE MIGUEL ROMERO Y BACA ADDITION, ALSO KNOWN AS 2513 HOT SPRINGS BLVD., LAS VEGAS, NEW MEXICO AS REQUESTED BY THE CITY OF LAS VEGAS, (APPLICANT/OWNER).

WHEREAS, The City of Las Vegas, has applied for an amendment to the official zoning map for property located at 2513 Hot Springs Blvd., Las Vegas, New Mexico, for accommodating a Farmers Market, pursuant to provisions of the Las Vegas City Zoning Code §450, and;

WHEREAS, on April 30, 2018, the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the property located at 2513 Hot Springs Blvd. from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone), and on April 30, 2018 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on May __, 2018, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property located at 2513 Hot Springs Blvd. from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone), and more fully described as follows:

Lots 4, 5, 6, 7 and 8, Block 2, of the Miguel Romero Y Baca Addition

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

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

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2018.

ATTEST:

Cassandra Fresquez, City Clerk

Tonita Gurulé-Girón, Mayor

**REVIEWED AND APPROVED
AS TO LEGAL SUFFICIENCY ONLY**

City Attorney

**CITY COUNCIL
RECORD PROPER**

Applicant/Owner: **City of Las Vegas**
Location: **2513 Hot Springs Blvd.**
 Las Vegas, NM 87701
Date: **May 16, 2018**

ACTION REQUESTED:

Approve or disapprove the adoption of Ordinance No. 18-__ amending the Official Zoning Map from an R-2 (Multi Family Residential Zone) to a C-3 (General Commercial Zone) for property located at 2513 Hot Springs Blvd., Las Vegas, New Mexico 87701.

BACKGROUND:

Applicant/Owner, City of Las Vegas, has applied for an amendment to the official zoning map of the City of Las Vegas. The application is to change the zoning of a 0.4304 +/- acre parcel also known as Lots 4, 5, 6, 7 and 8, Block 2, of the Miguel Romero Y Baca Addition to the Town of Las Vegas. Property is located at 2513 Hot Springs Blvd., Las Vegas, New Mexico. Applicant/Owner is requesting to have property rezoned from a Residential Zone to a Commercial Zone to accommodate a Farmers Market on in the parking lot of property located at 2513 Hot Springs Blvd., Las Vegas, New Mexico 87701. Applicant/Owner, City of Las Vegas, has already requested approval for a Special Use Permit to allow the parking lot at this location to be utilized by the Farmers Market, which is a requirement of the C-3 Commercial Zone.

The City's Planning and Zoning Commission held a public hearing on Monday, April 30, 2018 to review testimony in favor or in opposition of the request. A total of 14 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. The City's Planning and Zoning Commission made the recommendation for approval for the requested zone change.

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. The City of Las Vegas filed their application with the Planning & Zoning Department on April 1, 2018.

EXHIBITS

Exhibit No.	Description (Document Name, date and number of pages)
1	Application to re-zone property located at 2513 Hot Springs Blvd., Las Vegas, New Mexico, received on April 1, 2-18 – 1 page
2	Letter of Intent to re-zone above property, dated March 28, 2018, 1 page
3	Quit Claim Deed from City of Las Vegas Housing Authority to the City of Las Vegas, recorded on 09-21-17, Inst. # 201703206, 2 pages
4	Warranty Deed from Mountain View Church of Christ of Las Vegas to the City of Las Vegas Public Housing Authority, recorded on 07-22-04, DB 239, Page 6245 and 07-09-04, DB 239, Page 6148, 1 page
5	Boundary Survey of Subject Property, completed by Winston & Associates, Inc. in June 2004, and recorded at the San Miguel County Clerk's Office on July 7, 2004, PB 47, Page 51 (Area for Farmers Market is highlighted on map), 1 page
6	Letter to property owner advising of the meeting date and time, dated dated May 7, 2018 -1 page
7	List of Property Owners within 100-feet of Subject Property given notice via certified mail, Assessor's Map of area around Subject Property, Vicinity Map sent to property owners and copy of Zoning Map of subject property, 5 pages
8	Copy of the Planning & Zoning Commission Record Proper - 1 page
9	Aerial of area with Subject Property highlighted, 1 page
10	Findings of Fact and Conclusions of Law and recommendations not signed by Planning & Zoning Commission Chairperson – 2 pages
11	Ordinance No. 18-04; not reviewed or approved by parties – 3 pages

EXHIBIT # 1

CITY OF LAS VEGAS ZONE CHANGE APPLICATION

Name of applicant(s): City of Las Vegas

Address of applicant: 1700 N. Grand Avenue, Las Vegas, NM 87701

Property interest of applicant(s): Owners
Owner, under contract, purchaser, etc.

Home phone #: N/A work #: (505) 454-1401 cell# N/A

Address of property to be rezoned: 2513 Hot Springs Blvd., Las Vegas, NM 87701
If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? Residential (R-2)
Commercial, residential, agricultural

Why do you want to rezone your property? To accommodate the Farmers Market for the Old Town area on the
property, which is not allowed on Residential Zones.

Anne M. Salley
Signature of applicant

Date 4-1-18

Anne M. Salley
Signature of owner
(If different from applicant)

Date 4-1-18

QC Deed
Doc. 201703204
This area to be filled in by staff

1. DB _____ page _____ of recorded deed on 9-21-17

2. Present zone classification? R-2 (Multi Family Residential Zone)

3. What will the zone classification be after the zone change?

C-3 (General Commercial Zone)

Date fee was paid? _____ receipt # _____

Amount paid? _____

Please provide applicant with copy of this application

EXHIBIT # 2

CITY OF LAS VEGAS

1700 NORTH GRAND AVE.

LAS VEGAS, NM 87701

T 505.454.1401

F 505.425.7335

LASVEASN.M.GOV

VISITLASVEASN.COM

TONITA GURULÉ-GIRÓN

MAYOR

DAVID ULIBARRI

COUNCILOR, WARD 1

VINCE HOWELL

COUNCILOR, WARD 2

BARBARA PEREA-CASEY

COUNCILOR, WARD 3

DAVID L. ROMERO

COUNCILOR, WARD 4

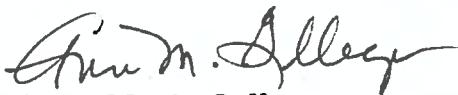
March 28, 2018

To whom it may concern:

The City of Las Vegas is requesting to do a Zone Change from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone) for property located at 2513 Hot Springs Blvd., Las Vegas, NM 87701. The purpose of the Zone Change Request is to accommodate a Farmer's Market at this location for the Old Town area.

The City of Las Vegas is also requesting a Special Use Permit for above property, in order to accommodate a Farmer's Market, at this location.

Thank you,



Anne Marie Gallegos
Interim City Manager
City of Las Vegas

QUITCLAIM DEED

The **City of Las Vegas Housing Authority** for consideration paid, grants to the **City of Las Vegas**, whose address is 1700 North Grand Avenue, Las Vegas, New Mexico 87701, the following described real estate in **San Miguel County, New Mexico**:

Lots Four (4), Five (5), Six (6), Seven (7) and Eight (8), Block Two (2) Miguel Romero y Baca Addition, Las Vegas, San Miguel County, New Mexico.

This conveyance voids, releases and eliminates the conditions and restrictions set out in that certain Special Warranty Deed recorded January 13, 1959 in Book 197, Page 384

SUBJECT TO: Reservations, restrictions, easements of record

TOGETHER WITH: All rights appurtenant thereto

with warranty covenants.

WITNESS our hand(s) and seal(s) this 20th day of September, 2017

Trinita Giron-Giron (Seal) _____ (Seal)
City of Las Vegas Housing Authority

by: Trinita Giron-Giron
its: Mayor

ACKNOWLEDGEMENT

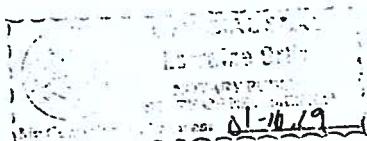
STATE OF NEW MEXICO }
} ss.
COUNTY OF SAN MIGUEL }

The foregoing instrument was acknowledged before me this 20th day of September,
2017 by Trinita Giron-Giron _____ Mayor
(Name of Official) (Title of Official)

of the City of Las Vegas Housing Authority, 2400 Sagebrush Drive, Las Vegas, New Mexico
87701.

My Commission Expires: 01-10-19
(Seal)

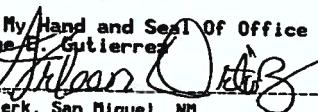
Notary Public



County of San Miguel QUITCLAIM DEED
State of New Mexico Pages: 2

I Herby Certify that this Instrument was filed
for record 09/21/2017 09:07:19 AM and was
duly recorded as Instrument No. 201703206 of the
Records of San Miguel County, NM.

Witness My Hand and Seal Of Office
Geraldine E. Gutierrez

Deputy 
County Clerk, San Miguel, NM



H-391
Territorial Title Of Las Vegas, Inc.New Mexico Statutory Form
Rev.5-75

Escrow #00024185

4654

WARRANTY DEED

Mountain View Church of Christ of Las Vegas for consideration paid, grant
to City of Las Vegas Public Housing Authority, whose address is **2400 Sagebrush Las Vegas, NM 87701**
 the following described real estate in **San Miguel County, New Mexico:**

Lots Four (4), Five (5), Six (6), Seven (7) and Eight (8), Block Two (2), Miguel Romero y Baca Addition, Las Vegas, San Miguel County, New Mexico.

This conveyance voids, releases and eliminates the conditions and restrictions set out in that certain Special Warranty Deed recorded January 13, 1959 in Book 197, page 384

**THIS DOCUMENT IS BEING RE-RECORDED IN ORDER TO CORRECT THE NAME OF THE GRANTEE BY REMOVING THE NAME: "LAWRENCE QUINTANA", WHO IS DIRECTOR OF THE CITY OF LAS VEGAS PUBLIC HOUSING AUTHORITY. LARRY QUINTANA'S NAME WAS INCLUDED ON THE GRANTEE PORTION OF THIS DOCUMENT IN ERROR.

SUBJECT TO: Reservations, restrictions, easements of record & taxes for 2004 and subsequent years.

TOGETHER WITH: All rights appurtenant thereto

with warranty covenants.

WITNESS our hands and seals this 9th day of July, 2004

Ralph Ortiz

(Seal)

Mountain View Church of Christ of Las Vegas

(Seal)

by: Ralph Ortiz
its: Trustee

COUNTY OF SAN MIGUEL
PAUL MAEZ
COUNTY CLERK

FILED FOR RECORD ON
DATE 7-22-04
TIME 2:38 PM

BOOK 239 PAGE 648

[Handwritten signature]

ACKNOWLEDGMENT FOR CORPORATION M. Sena

STATE OF NEW MEXICO

ss.

COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this 9 day of July, 2004
by, Ralph Ortiz Trustee
(Name Of Officer) (Title Of Officer)

of Mountain View Church of Christ of Las Vegas a New Mexico Corporation
(Name Of Corporation) (State Of Incorporation)

corporation, on behalf of said corporation.

My commission expires: Sept 30, 2004
(Seal)

[Handwritten signature]
Notary Public

EXHIBIT # 6

CITY OF LAS VEGAS

1700 NORTH GRAND AVE.

LAS VEGAS, NM 87701

T 505.454.1401

F 505.425.7335

LASVEGASN.M.GOV

VISITLASVEGASN.COM

TONITA GURULÉ-GIRÓN
MAYOR

May 7, 2018

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

Anne Marie Gallegos
Interim City Manager
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

Dear Mr. & Mrs. Martinez:

This is to formally give you notice that the Planning and Zoning Commission on April 30, 2018 recommended approval of your application to re-zone Lots 4, 5, 6, 7 and 8, Block 2, of the Miguel Romero Y Baca Addition and known as 2513 Hot Springs Blvd., Las Vegas, New Mexico. The City Council will consider the Commissions' recommendation at their regular meeting to be held on May 16, 2018 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

EXHIBIT # 7

APPLICATION FOR ZONE CHANGE/SPECIAL USE PERMIT - - An Application for Zone Change from an R-2 (Multi- Family Residential Zone) to a C-3 (General Commercial Zone) and an Application for a Special Use Permit for the purpose of accommodating a Farmer's Market in the parking lot of property located at 2513 Hot Springs Blvd., Las Vegas, NM 87701.

APPLICANT(S): City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

1-094-093-166-181 - - Lots 4, 5, 6, 7 and 8, Block 8, Miguel Romero Y Baca Addition,
within T16n, R163, Section 22

Warranty Deed recorded on July 9, 2004, DB 239, Page 6148

Warranty Deed recorded on July 22, 2004, DB 239, Page 6245 (Corrected)

Quit Claim Deed recorded on September 21, 2017, Inst. # 201703206

OWNER(S): City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

1. 1-094-093-126-195
Gilbert Abeyta
500 Colonias Street
Las Vegas, NM 87701

2. 1-094-093-131-215
High Five Capital, LP
2301 Winton Terrace West
Ft. Worth, TX 76109

3. 1-094-093-139-206
High Five Capital, LP
2301 Winton Terrace West
Ft. Worth, TX 76109

4. 1-094-093-138-168
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

5. 1-094-093-146-151
Aurelia C. Montoya
2505 Church Street
Las Vegas, NM 87701

6. 1-094-093-127-174
Dolores Martinez &
Henrietta Griego
P. O. Box 2171
Las Vegas, NM 87701

7. 1-094-093-160-166
Mary Gallegos
2506 Church Street
Las Vegas, NM 87701

8. 1-094-093-163-160
Laura Marie Salazar
Box 204-A, Montezuma Rt.
Las Vegas, NM 87701

APPLICATION FOR ZONE CHANGE/SPECIAL USE PERMIT -- An Application for Zone Change from an R-2 (Multi- Family Residential Zone) to a C-3 (General Commercial Zone) and an Application for a Special Use Permit for the purpose of accommodating a Farmer's Market in the parking lot of property located at 2513 Hot Springs Blvd., Las Vegas, NM 87701.

City of Las Vegas

Page 2

- | | |
|--|--|
| 9. 1-094-093-161-191
Pamela Romero
2034 East Drive (Rear)
Las Vegas, NM 87701 | 10. 1-094-093-172-172
Manuel & Virginia Chavez
P. O. Box 1692
Las Vegas, NM 87701 |
| 11. 1-094-093-177-165
Estate of Donald A. Martinez
& Linda M. Montoya
2507 Hot Springs Blvd.
Las Vegas, NM 87701 | 12. 1-094-093-165-235
Sandman Investments, LLC
C/O Eric Sandoval
10372 Carriage Club Drive
Lone Tree, CO 80124 |
| 13. 1-094-093-175-205
Comcast Corporation
32nd Floor
Philadelphia, PA 19103 | 14. 1-094-093-198-207
Matias Jr. & Connie F. Martinez
296 S. Grand Avenue
Las Vegas, NM 87701 |
| 15. 1-094-093-192-179
Sueños Grandes, LLC
P. O. Box 2822
Las Vegas, NM 87701 | |

ONLY ONE (1) LETTER SENT -- Both properties belong to the City of Las Vegas
ONLY ONE (1) LETTER SENT -- Both properties belong to High Five Capital, LP

Above list was compiled on March 28, 2018 as per September 30, 2015 Map/Parcel Data provided by the San Miguel County Assessor's Office. List was verified at the San Miguel County Assessor's Office against actual property cards on April 6, 2018 at approximately 10:00am and are current. List was completed and verified by Maria D. Perea, Planning & Zoning Coordinator for Community Development Department.

T16n, R16e, Section 22
1-094-093

SCALE: 1" = 100'





The Planning & Zoning Commission / Board of Adjustment will hold a **PUBLIC HEARING** on Monday, April 30, 2018 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 a C-3 (General Commercial Zone) and a **SPECIAL USE PERMIT** for property located at 2513 Hot Springs Blvd., Las Vegas, NM 87701. The purpose of the Zone Change and the Special Use Permit is to accommodate a Farmers Market for residents of the Old Town area in the parking lot. Flea Markets, etc. are not allowed in residential zones. Application(s) were submitted by the City of Las Vegas (Applicant/Owner). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE** request. You may appear at the hearing to enter your testimony in favor or in opposition to the requests. The applicant aggrieved by the decision of the Planning & Zoning Commission, may file a written notice of appeal.

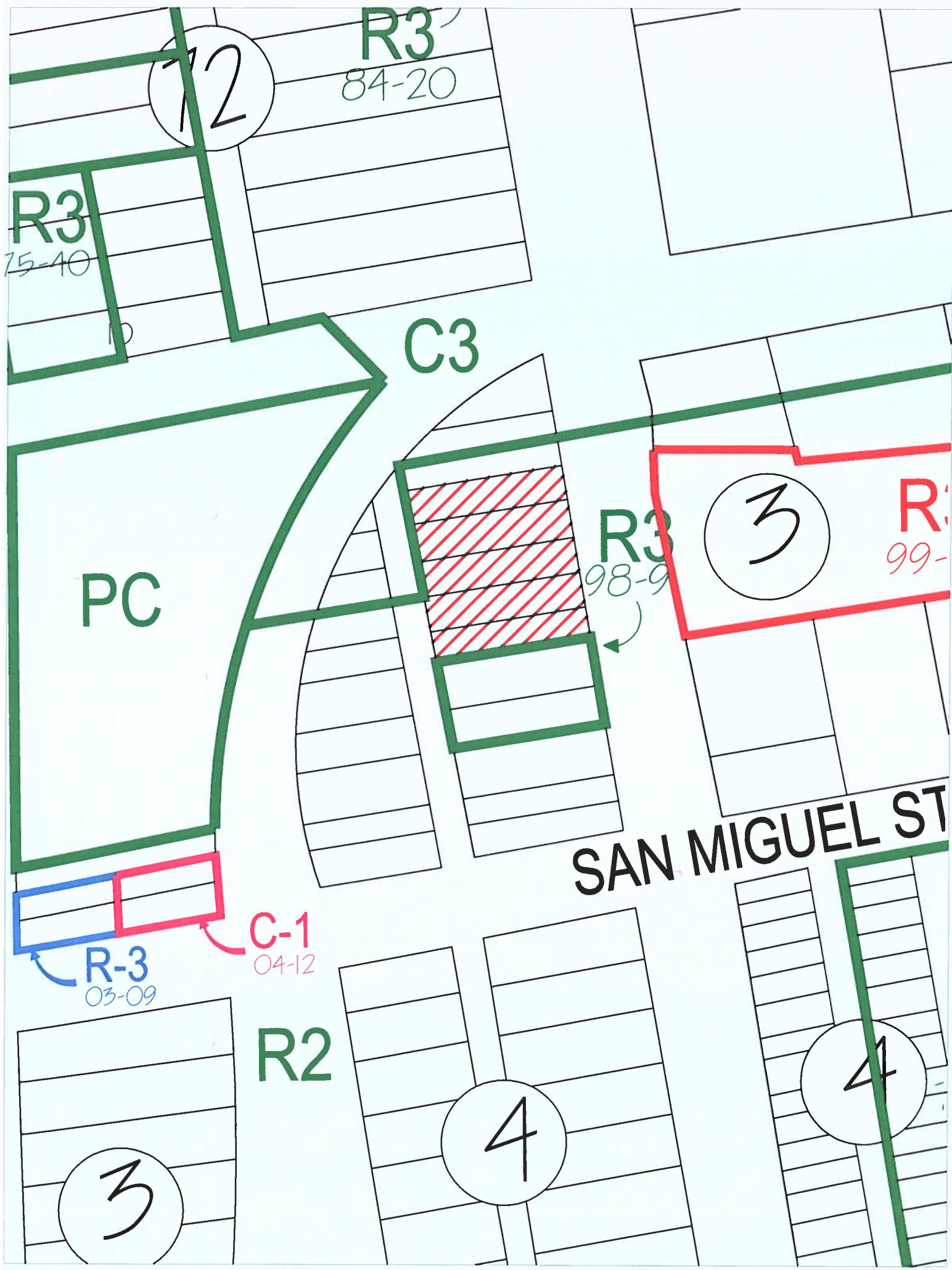
If you require further information, please contact Maria D. Perea, Planning & Zoning Coordinator at (505) 454-1401, Ext. 3279.

CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701

'NOT TO SCALE'





PLANNING & ZONING COMMISSION**RECORD PROPER
ZONE CHANGE APPLICATION**

Applicant/Owner: **City of Las Vegas**
Location: **2513 Hot Springs Blvd.
Las Vegas, NM 87701**
Date: **Monday, April 30, 2018**

ACTION REQUESTED:

A recommendation for approval of a Zone Change from an R-2 (Multi Family Residential Zone) to a C-3 (General Commercial Zone) to allow for a Farmers Market for property located at 2513 Hot Springs Blvd., Las Vegas, New Mexico 87701.

BACKGROUND:

Applicant/Owner, City of Las Vegas, would like to change the zoning on a 0.4304 +/- acre parcel also known as Lots 4, 5, 6, 7 and 8, Block 2, of the Miguel Romero Y Baca Addition to the Town of Las Vegas. The purpose of the zone change is to accommodate a Farmers Market for the Old Town area in the parking lot of property located at 2513 Hot Springs Blvd., Las Vegas, New Mexico 87701. Applicant/Owner, City of Las Vegas, will also be requesting approval for a Special Use Permit to allow the parking lot at this location to be utilized by the Farmers Market.

EXHIBITS

Exhibit No.	Description (Document Name, date and number of pages)
1	Zone Change Application, filed on 04-01-18, 1 page
2	Letter of Intent dated 03-28-18, 1 page
3	Boundary Survey of Subject Property, completed by Winston & Associates, Inc. in June 2004, and recorded at the San Miguel County Clerk's Office on July 7, 2004, PB 47, Page 51 (Area for Farmers Market is highlighted on map), 1 page
4	Quit Claim Deed from City of Las Vegas Housing Authority to the City of Las Vegas, recorded on 09-21-17, Inst. # 201703206, 2 pages
5	Warranty Deed from Mountain View Church of Christ of Las Vegas to the City of Las Vegas Public Housing Authority, recorded on 07-22-04, DB 239, Page 6245 and 07-09-04, DB 239, Page 6148, 1 page

6	Notice of Public Meeting to Applicant, dated 04-16-18, 1 page
7	List of Property Owners within 100-feet of Subject Property given notice via certified mail, Assessor's Map of area around Subject Property, Vicinity Map sent to property owners and copy of Zoning Map of subject property, 5 pages
8	Photos of Notice posted on subject property, 2 pages
9	Aerial of area with Subject Property highlighted, 1 page
10	Copy of Notice published in the Las Vegas Daily Optic on Wednesday, April 18, 2018 - 1 page

EXHIBIT # 9



FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION

On April 30, 2018, the Las Vegas Planning and Zoning Commission considered an application submitted by the City of Las Vegas (Applicant/Owner) for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning of Lots 4, 5, 6, 7 and 8, Block 2, Miguel Romero Y Baca Addition from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone) for property located at 2513 Hot Springs Blvd., 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 April 18, 2018, faxed to area media on April 19, 2018, mailed via certified mail on March 16, 2018 to property owners within 100 feet, and notice was posted on the external boundaries of the property on April 18, 2018.

APPLICATION

The applicant/owner, City of Las Vegas has applied for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning of Lots 4, 5, 6, 7 and 8, Block 2, of the Miguel Romero & Baca Addition. The re-zone would allow for the described property to be utilized as a location for a Farmer's Market for the Old Town residents, which is not allowed in Residential zones. The Commercial Zone being considered would accommodate the Farmers Market, under a Special Use Permit, and an application for such has been submitted.

LAND HISTORY

The property currently has a building on it, which used to be a church. The property is in disrepair and would not be utilized. The Farmers Market would only be using the parking lot.

TESTIMONY

The City of Las Vegas has stated in the application that the request is being made to accommodate a Farmers Market. The City of Las Vegas has also applied for a Special Use Permit for the above address, as that is what is required to accommodate the Farmers Market under the General Commercial Zone.

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 a zone change from an R-2 (Multi-family Residential Zone) to a C-3 (General Commercial Zone).

Signed this ____ day of _____, 2018

Dwight Torrez, Vice Chairperson
Planning & Zoning Commission

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 18-04**

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-2 (MULTI-FAMILY RESIDENTIAL ZONE) TO A C-3 (GENERAL COMMERCIAL ZONE) FOR LOTS 4, 5, 6, 7 AND 8, BLOCK 2, OF THE MIGUEL ROMERO Y BACA ADDITION, ALSO KNOWN AS 2513 HOT SPRINGS BLVD., LAS VEGAS, NEW MEXICO AS REQUESTED BY THE CITY OF LAS VEGAS, (APPLICANT/OWNER).

WHEREAS, The City of Las Vegas, has applied for an amendment to the official zoning map for property located at 2513 Hot Springs Blvd., Las Vegas, New Mexico, for accommodating a Farmers Market, pursuant to provisions of the Las Vegas City Zoning Code §450, and;

WHEREAS, on April 30, 2018, the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the property located at 2513 Hot Springs Blvd. from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone), and on April 30, 2018 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on May __ 2018, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by rezoning and changing the district classification of certain property located at 2513 Hot Springs Blvd. from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone), and more fully described as follows:

Lots 4, 5, 6, 7 and 8, Block 2, of the Miguel Romero Y Baca Addition

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

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

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2018.

ATTEST:

Cassandra Fresquez, City Clerk

Tonita Gurulé-Girón, Mayor

**REVIEWED AND APPROVED
AS TO LEGAL SUFFICIENCY ONLY**

City Attorney



**City Manager & City Attorney's Office
Review and Approval Form**

Date Submitted: May 7, 2018

Department Submitting and Person: Community Development/Maria D. Perea

I am in receipt of the document for review titled: Ordinance #18-04

Number of Pages to be reviewed: 3 pages

Upon Completion of review please: Contact Maria Perea @ Ext. 3279

Urgency: **High Priority** **Medium Priority** **Low Priority**

Deadline: As soon as possible

Comments: _____

Approved / Disapproved: Summary Included: Yes / No

City Attorney

Date

Approved / Disapproved: _____

Anne Marie Gallegos, Interim City Manager

Date

Date Documents Picked Up: _____

By: _____
Printed Name

Signature