



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
October 21, 2015–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. MOMENT OF SILENCE
- V. APPROVAL OF AGENDA
- VI. APPROVAL OF MINUTES (September 9th Special, September 9th Work Session and September 23rd, 2015)
- VII. MAYOR'S APPOINTMENTS/REPORTS
- VIII. MAYOR'S RECOGNITIONS/PROCLAMATIONS
- IX. PUBLIC INPUT
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. CITY MANAGER'S REPORT
- XI. FINANCE REPORT
- XII. CONSENT AGENDA
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval of out of state travel for Police Department.

Juan Montano, Police Chief The Police Internal Affairs will be held in Jacksonville, FL on November 30 through December 4, 2015. Las Vegas Police Department will be sending (1) one City of Las Vegas employee.

2. Approval of Extension of Contractual Agreement for inmate confinement for prisoners and/or inmates arrested by the City.

Juan Montano, Police Chief The purpose of this agreement is for the confinement for prisoners and/or inmates arrested by the City. The contract was entered into agreement on June 9, 2015, upon approval by City Council and by the San Miguel County Commission and shall be for a term of one (1) year.

3. Approval of Resolution to donate (1) one Cascade Eagle Compressor Model #BAP8EK3 Serial #42702201 and (4) four Cylinder Bottles DOT E-9421-4500/6750 Numbers: 734449, 735016, 105086 and 105088.

Phillip Mares, Fire Chief The City of Las Vegas recently upgraded to a newer Cascade system and has no need for the older, smaller cascade system and four (4) cylinder bottles..

4. Approval of Resolution #15-49 Budget Adjustment Resolution.

Ann Marie Gallegos, Finance Director The City of Las Vegas is in need of increasing or decreasing the FY2016 budgeted revenues or expenditures, transfers to or transfers from within various funds.

5. Approval to publish Ordinance #15-11 authorizing the execution and delivery of a loan agreement between the City of Las Vegas and the New Mexico Finance Authority.

Ann Marie Gallegos, Finance Director The City of Las Vegas was awarded a loan from the New Mexico Finance Authority for the purpose of financing the renovation, rehabilitation and repair of the Abe Montoya Recreation Center. The principal amount being \$2,801,121.

6. Approval of Resolution No. 15-42 Abatement of nuisances located at 236 Bernal Street.

Levi Lujan, Code Enforcement Officer Property noted above has several nuisances on the property. The property owner started work but didn't continue. No further work has been completed to abate the nuisances. First Tag was issued 120 days ago. Request to grant abatement.

7. Approval of Resolution No. 15-47 Abatement of nuisances located at 831 Chavez Street.

Levi Lujan, Code Enforcement Officer Property noted above has several nuisances on the property. The property has not been cleaned or maintained for several years, creating a hazard to the public health, welfare, and safety.

8. Approval of Resolution #15-48 in support of MainStreet de Las Vegas' application in the amount of \$50,000 to New Mexico MainStreet for way finding signage in Las Vegas' downtown districts.

Lindsey Valdez, Community Development Director MainStreet de Las Vegas is submitting an application to New Mexico MainStreet for a 2016 appropriation in the amount of \$50,000 for way finding signage. If awarded, the City of Las Vegas will serve as fiscal agent and will commit a minimum of \$6,000 cash match and \$4,000 in-kind match to the project. MainStreet is working collaboratively with the City's Event Planner/Film Liaison to incorporate City brand elements into all signage.

9. Approval to award request for bid #2016-17 for Natural Gas Inventory Supplies as a multiple source award to Mountain States Pipe & Supply, KGM and Secor.

Ken Garcia, Utilities Director The City of Las Vegas Gas Division went out for bids for natural gas inventory supplies. It is necessary to keep inventory stocked and on hand for gas line repairs as needed. We would like to award to all bidders as prices are lower on different materials for each vendor.

XIII. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a transfer of ownership submitted by Franken Oil & Distributing Company, DBA Franken Oil & Distributing Company, located at 1339 Grand Avenue, Las Vegas, NM 87701, License/Application #0290/955700.

Casandra Fresquez, City Clerk An application has been submitted for a transfer of ownership of liquor license 0290. The applicant currently owns the liquor license but there has been a change to the stockholders of the corporation.

2. Approval/Disapproval to adopt Resolution #15-52 Authorizing submission of the area plan to Non-Metro Area Agency on Aging for the Las Vegas Senior Center.

Phillip Ortiz, Community Services Director The North Central New Mexico Economic Development District (NCNMEDD), Non-Metro Area Agency on Aging (Non-Metro AAA) is accepting proposals for the provision of services to the elderly to include, but not limited to, congregate meals, home delivered meals, transportation, adult day care, homemaker services, etc.

XIV. COUNCILORS' REPORTS

XV. EXECUTIVE SESSION

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

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

XVI. ADJOURN

ATTENTION PERSONS WITH 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, N.M 87701

**MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON
WEDNESDAY SEPTEMBER 9, 2015 AT 5:00 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

COUNCILORS: Tonita Gurule-Giroñ
Joey Herrera – Arrived at 5:24 p.m.
David L. Romero
Vincent Howell – Absent

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

CALL TO ORDER

Mayor Ortiz, Jr. called the meeting to order at 5:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment of silence to remind everyone that 9/11 was quickly approaching and to be thankful for the peace and harmony in our lives.

APPROVAL OF AGENDA

Councilor Gurule-Giroñ made a motion to approve the agenda as is. Councilor Romero seconded the motion.

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

PUBLIC INPUT

None at this time.

BUSINESS ITEMS

1. Approval/Disapproval of the Airport Hangar and Property Lease Agreement.

City Attorney Dave Romero advised that this is a key lease in the development of the Municipal Airport. The lease is for an area of land sufficient to build an aircraft hangar approximately 80 ft. x 80 ft. with an aircraft-suitable, concrete entrance area n the front and back; an estimated cost of \$250,000.00. Hangar will be built by NEVA, LLC (Paul Lewicki). This lease may be for a term of forty (40) years.

City Attorney Romero briefed the Governing Body on primary issues concerning the term of lease which would take effect on September 15, 2015, and included the set lease amount of \$1,800.00 a year with increase of 20% every 5 yrs or be increased with the adjustment of the Consumer Price Index (CPI), which ever would be greater.

Mayor Ortiz, Jr. had concerns pertaining to the method of the presentation of the lease amount figures.

Councilor Gurule-Giroń made a recommendation to include an actual multiplier index table that indicates the exact breakdown of the lease amount with the 4% percent increase for more clarity.

Attorney Danelle Smith explained that the contract included a 4% minimum increase every year but the adjustment would be every 5 years and added that for the first 5 years there would be one amount and then the second five years there would be an increase for each of the previous 5 years, which would be either 4% minimum increase or adjusted with the Consumer Price Index (CPI), whichever is higher.

Attorney Smith advised that there was a fixed index in place to be utilized and would depend on the value of the dollar at the time and added that the increase would not go lower than the 4% and added that at the end of 5 years the adjustment would be made of a minimum 20 % increase or could be higher, depending on the CPI and that it would never be less than 4%.

City Attorney Romero stated that he thought that the addition of the Airport Hangar would be an asset to the City of Las Vegas regarding and added that the facility would eventually belong to the City. City Attorney Romero spoke of the attractive features of the Las Vegas Airport and how it would be utilized from pilots from different states and would be helpful for the economy as well.

Councilor Gurule-Giroń asked Attorney Danelle Smith if she was representing the City of Las Vegas.

Attorney Smith clarified that she was representing Mr. Paul Lewicki, with permission from the City due to the fact that she had acted as City Attorney in the past.

City Attorney Romero stated that this was disclosed in writing to the City of Las Vegas and explained that there were no objections to the conflict of interest by the City.

Attorney Smith informed that a waiver was signed by the City regarding conflict of interest and clarified that she was in no way representing the City of Las Vegas and added that Mr. Lewicki was very interested in the Las Vegas Airport in building the hangar which he would pay for as well as pay the city rent for the land and thought it was a great opportunity for the City of Las Vegas.

Councilor Gurule-Giroń asked Attorney Smith if there was a special interest on her behalf regarding the building of the Airport hangar.

Attorney Smith stated that there was no special interest on her behalf regarding the Airport hangar project.

Councilor Gurule-Giroń advised that she had questions pertaining to the Airport Hangar project contract.

Mayor Ortiz, Jr. requested clarification from City Attorney Romero regarding the Airport Hangar contract and asked if the information brought to the Governing Body was for informational purposes or if this was a decision that Council had to approve.

Mayor Ortiz, Jr. added that many times issues are brought to Council when decisions could be made by the City Manager under the City Charter.

City Attorney Romero explained that through Resolution, the City Manager had the authority to sign contracts on his own but advised that City Manager Martinez chooses to keep the communication open and share documents and contract information with Council.

Mayor Ortiz, Jr. advised that the contract had been reviewed thoroughly by City Attorney Romero, City Manager Martinez and Public Works Director Gonzales and felt it was not necessary to go through the entire contract.

Councilor Gurule-Giroń explained that she had several questions regarding the Airport Hangar contract and stated that once an item is placed on the agenda, it is open for discussion and added that she considered this contract a long-term decision and felt that Council should be involved.

Councilor Gurule-Giroń asked if the only signature required on the contract was from City Manager.

City Attorney Romero advised that the only signature required was that of the City Manager.

Councilor Gurule-Giroń asked both City Attorney Romero and Attorney Danelle Smith how familiar they were with F.A.R and F.A.A Regulations.

City Attorney Romero advised that he was not familiar with all the regulations, but explained that any activity which would occur at the airport be controlled by Federal and State authorities regarding aviation, regardless of how time changes.

Attorney Danelle Smith informed that she agreed with City Attorney Romero and stated that she was not familiar with the F.A.R and F.A.A. regulations and added that since 911 there had been many security changes that apply to airports.

Attorney Smith advised that the Las Vegas Municipal Staff would have to comply with F.A. R. and F.A. A. regulations as it would be part of the contract, regardless of when it would be.

Councilor Gurule-Giroń questioned how stringent security measures would be at the airport.

Airport Manager John Aragon advised that the Municipal Airport is a General Aviation Airport and advised that security cameras are in place, key codes are utilized and that all access areas are secured with chain linked fences.

Airport Manager Aragon advised that if the F.A.A. requires the Airport to carry out procedures they will inform them and added that everything required is in the Airport Action Plan. Airport Manager Aragon advised that the Airport meets all F.A.A. security requirements, that the F.A.A. will be reviewing a copy of the new contract and that he felt that they were well covered regarding the safety requirements.

Councilor Gurule-Giroń asked questions regarding the management of air traffic controllers at the Municipal Airport.

Airport Manager Aragon advised that as a General Aviation Airport they are not required to operate as a 24/7 facility and added that the Municipal Airport does not give airport advisories.

Airport Manager Aragon informed that General Aviation Pilots can come and go as they please since it is a public use airport and added that communication between the pilots is by the required Unicom radio.

Councilor Gurule-Giroń had questions on the issue of the timeline on recalculating and compounding of the 4% interest.

Attorney Smith explained that the 4% interest is applied every year and however the lease gets recalculated at the end of every 5 years with either the minimum 4% annual rate or with the CPI, whichever is higher at that time.

Mayor Ortiz, Jr. asked for clarification regarding the process of the yearly payments.

Attorney Smith clarified that the contract stated that on the commencement of each 5 year period of the term, the City of Las Vegas had the option to increase the annual rental rate however the increase would apply for each year of the previous contract.

Councilor Gurule-Giroń had questions on the term of the lease agreement.

City Attorney Romero advised that that the tenant had the option to request an extension on the agreement and added that the lease term was 40 years.

Councilor Gurule-Giroń asked what the figure of \$250,000.00 on the Agenda Request under background/rationale was regarding.

City Attorney Romero advised that the \$250,000.00 amount was the total cost to build the Airport Hangar.

Councilor Gurule-Giroń asked how this project would affect the health and safety of the staff and the community.

City Attorney Romero advised that on the contract, the lessee (tenant) is giving up any rights from injuries that might occur to him and added that he is releasing rights and remedies to sue the City of Las Vegas.

Councilor Gurule-Giroń asked how the issues of birds were going to be addressed.

City Attorney Romero advised that the airport had not had to deal with the issues of birds and added there was not a plan at the present time to address that issue.

Councilor Gurule-Giroń had concerns on how the noise would affect the people who lived in the surrounding area.

City Attorney Romero stated that the noise is hard to control at airports however this airport is located in the area of rural ranch land and the residential area is distant from the airport.

Councilor Gurule-Giroń asked what the projected cost would be for the increase of service regarding improving security at the airport.

City Attorney Romero added if security is modified at the Airport in the future, the tenant will be responsible to pay for the cost of improving the security which applies to what he controls.

Councilor Gurule-Giroń asked when the revision regarding safety changes would take place.

City Attorney Romero advised that the last revision was at the end of its 4 to 5 year period and added that within the next 2 years the Airport would re-evaluate.

Councilor Gurule-Giroń asked when the completion date of the Airport hangar project would take place.

City Attorney Romero informed that Mr. Lewicki was anticipating completing the project by November or December and added that due to using a pre-structure the construction would be completed more rapidly.

Councilor Gurule-Giroń asked what the projected costs would be regarding the hangar related expenses.

City Attorney Romero advised that the tenant would be responsible for all the costs pertaining to the hangar related expenses.

Councilor Gurule-Giroń questioned if the Fire Department was involved regarding inspection of the facility prior to negotiations of the contract.

City Attorney Romero informed that the Fire Department would perform inspection after the facility was built.

Councilor Gurule-Giroń asked what procedures would be taken regarding the disposal of flammable and hazardous materials.

City Attorney advised that hazardous waste would be procedures set out by the Environmental Department and added that the City would analyze waste that the tenant would put out by Fire Department and City employees that have been trained on how to handle toxic substances.

Discussion took place of the significance of City employees to be certified and trained on safety practices.

Councilor Gurule-Giroń had questions on the contract regarding indemnification.

City Attorney Romero explained that the indemnification meant that the tenant would take responsibility to hold the City of Las Vegas harmless.

Councilor Gurule-Giroń recommended that City Attorney Romero and City Manager Martinez take training on F.A.A. regulations in order to ensure safety.

City Attorney Romero stated that Public Works Director and the Airport Manager are the individuals who are trained and further educated on their expertise as well as with the help of the Federal and State agencies.

Councilor Gurule-Giroń asked if gross receipts taxes would be collected from the tenant.

City Attorney Romero advised that the property was located in San Miguel County and therefore the City would be collecting a portion of the gross receipts tax.

Attorney Danelle Smith stated that she understood that gross receipts tax would an exception on a lease.

Mayor Ortiz, Jr. explained that due to leasing the property, the improvements made would be taxable on a GRT bases.

Councilor Gurule-Giroń had concerns on the contract regarding the length of the contract renewal.

City Attorney Romero explained that the length of time of the lease contract renewal was in order for the tenant to pay for its usage and added that the City of Las Vegas would eventually own the building.

Councilor Gurule-Giroń asked if the City of Las Vegas or the lessee would obtain the depreciation value.

City Attorney Romero advised that the owner of the hangar would obtain the depreciation value and informed that the City would not take over until the lease was over.

Councilor Gurule-Giroń asked who would be responsible for the operations and maintenance of the building.

Attorney Smith advised that the lessee would be solely responsible for the operations and maintenance of the building.

City Attorney Romero clarified that City employees, machines and agents were not responsible for the operations and maintenance of the building.

Mayor Ortiz, Jr. advised that there was a clause on the contract which allowed the City to give direction on matters that concern the building.

Councilor Gurule-Giroń asked if there had been prior agreements regarding the Airport Hangar project.

City Attorney Romero advised that there had not been any prior agreements regarding the Airport Hangar project.

Councilor Gurule-Giroń had concerns regarding Waiver of Depreciation and Tax Credit on the contract.

City Attorney Romero clarified that the owner will obtain the depreciation of the building and advised that the city, who owns the property, would not be able to get any tax credit.

Councilor Gurule-Giroń recommended to City Attorney Romero to be in attendance when placing items on the agenda in order to present them.

Councilor Gurule-Giroń made a motion to approve Airport Hangar and Property Lease Agreement. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

2. Approval/Disapproval of LVPOA No. 20 Collective Bargaining Agreement.

Management Chief Negotiator Victoria Lovato advised that the Las Vegas Police Officer's Association Fraternal Order of Police Las Vegas Lodge No. 20 had ratified collective bargaining agreement with the City of Las Vegas.

Management Chief Negotiator Lovato informed that both parties came to the agreement of the contract which included:

- Increase of \$25.00 for uniform allowance
- Compensation - Onetime fifty (.50) cent increase to employees regular hourly rate of pay
- Compensation - Adjustment of \$.50 to Pay Plan
- Vacation Accrual - Increase of vacation hours accrued to the maximum of 240 hours
- Seniority- refer to recent date of hire with the City of Las Vegas regarding promotions
- Holidays- Communication Specialists accrue overtime at the 40 hours
- Sick Leave – Development of a Sick Leave Bank by the City of Las Vegas/Union

- Hours of Work and Overtime – Police Officers work 12 hour shifts- 42 hour work week
- On Call and Call Backs – Updated Article for Police Officer and Communications Specialists
- Shift Differential – Updated Article; clarification of shift differential for different shift worked

Mayor Ortiz, Jr. made a recommendation of also notifying City Manager Martinez of shift changes at the Police Department.

City Manager Martinez informed that he worked closely with Police Chief Juan Montano regarding the shift changes which were included in the contract.

Councilor Gurule-Giroń asked Management Chief Negotiator Lovato how she communicated her recommendations to City Manager Martinez during the negotiations process.

Management Chief Negotiator Lovato advised that the team usually meets with the City Manager to review the contract prior to negotiations and advised that during negotiations when proposals are presented, if there are questions they are directed to the City Manager.

Councilor Gurule-Giroń had questions on communication between City Manager Martinez and Police Chief Montano regarding negotiations and daily operations of the Las Vegas Police Department.

City Manager Martinez advised that he was not involved in daily operations and stated that Police Chief Montano acts as Department Director therefore he manages the department and added that general policy and direction are topics that they do communicate on.

City Manager Martinez stated that he felt that the communication was sufficient between Police Chief Montano and himself and advised that they were some items that were in the process of being clarified in the Collective Bargaining contract.

Councilor Gurule-Giroń asked what the most significant changes of the Collective Bargaining contract were, as compared to the past.

Management Chief Negotiator Lovato explained that the Police Officers were working 12 hour shifts; 36 hours one week and 44 hours the following week and were being paid overtime after 38 hours and after 46 hours.

Management Chief Negotiator Lovato added that the contract read that the Police Officers should be paid overtime after 42 hours and stated that it had since been corrected; memos had been sent out to Officers with the changes and informed that Chief Montano had adjusted schedules to accommodate officers to work 42 hours a week.

Councilor Gurule-Giroń had concerns regarding the timeline of the memos and the status of the adjustment being made.

Management Negotiator Lovato advised that the memo was sent out late June or early July of 2015 and are working on getting them adjusted and explained there is a process of that involves Management, Finance Department and also getting Police Officers trained on filling out timesheets and familiarizing them with the language of the contract.

Councilor Gurule-Giroń asked for clarification of the date of the memo being issued out to Police Officers.

Management Negotiator Lovato informed that the issues were identified when looking at the timesheets dated June 23, 2015 and up to two years back, therefore the memos would have been sent out in early July.

Councilor Gurule-Giroń had concerns on how the overtime was being paid, being discovered so late and how it would affect the Police Department budget. City Manager Martinez advised that all the issues are being evaluated daily and that the contract language had been clarified and advised that the mid-year budget review process was coming up and that all action would be evaluated and brought to Council but didn't foresee any issues with over expenditures regarding overtime.

Councilor Gurule-Giroñ expressed her concern on how the over expenditures would affect the functions of the Police Department and its service to the community.

Management Chief Negotiator Lovato assured Council that the changes to the contract would not impact the service to the community.

Mayor Ortiz, Jr. expressed the importance of welfare of the community and the employees of the City of Las Vegas.

LVPOA, Union President David Cordova took the opportunity to thank the City of Las Vegas Negotiation Team, Mayor Ortiz, Jr., City Manager Martinez, and the Governing Body for working in collaboration to improve the current working conditions at the Las Vegas Police Department.

City Manager Martinez thanked Mr. Cordova and added that the aspirations of Police Officers are the opportunity to recruit and keep Police Officers in the City of Las Vegas.

Councilor Herrera made a motion to approve LVPOA Lodge No. 20 Collective Bargaining Agreement. Councilor Gurule-Giroñ seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

3. Approval/Disapproval of AFSCME Local 2851 Collective Bargaining Agreement.

AFSCME Management Negotiating Team Member Victoria Lovato advised that the American Federation of State, County and Municipal Employees Local 2851 has ratified collective bargaining agreement with the City of Las Vegas and added that the agreement was to receive a fifty (.50) cent increase to the employee's regular hourly rate of pay.

AFSCME Union President Floyd Lovato thanked the City of Las Vegas Negotiating Team and City Manager Martinez for working in collaboration with AFSCME on the collective bargaining agreement and spoke of different avenues being taken to improve the working relationship between the Union and the City of Las Vegas.

Mayor Ortiz, Jr. thanked the Union members for their hard work and professionalism they have displayed.

Councilor Gurule-Giroń made a motion to approve the AFSCME Local 2851 Collective Bargaining Agreement. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

4. Approval/Disapproval of Resolution 15-44 authorizing submittal of a loan application to New Mexico Finance Authority for acquisition, construction and improvements to the Abe Montoya Recreation Center.

Finance Director Ann Marie Gallegos advised the City of Las Vegas is requesting authorization of the submission of a loan application to the New Mexico Finance Authority for acquisition, construction and improvement of the Abe Montoya Recreation Center and that the total loan amount was \$2,669,000.00 to cover Phase I expenses and added that funding was being set aside for Phase II.

Councilor Gurule-Giroń commended Finance Director Gallegos for providing the schedules required for the application to the NMFA and asked if the City had gone out for bid for the Recreation Center Project.

Finance Director Gallegos advised the City had not gone out for bid on the Recreation Center Project.

Councilor Gurule-Giroń asked if the City's budget had written approval by the NM DFA.

Finance Director Gallegos advised that they had received written approval of the City's budget from NMDFA.

Councilor Herrera made a motion to approve Resolution 15-44 authorizing submittal of a loan application to New Mexico Finance Authority for acquisition, construction and improvements to the Abe Montoya Recreation Center. Councilor Gurule-Giroń seconded the motion.

Resolution 15-44 was presented as follows:

NMFA LOAN APPLICATION

A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION TO THE NEW MEXICO FINANCE AUTHORITY

WHEREAS, the City of Las Vegas is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 , and the City of Las Vegas is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the City of Las Vegas; and

WHEREAS, the New Mexico Finance Authority has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvements of Abe Montoya Recreation Center for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

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

Section 1. That all action heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

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

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

City Manager Martinez thanked Finance Director Gallegos for all the time, hard work and effort she had put into preparing the loan application to submit to the NMFA.

5. Approval/Disapproval of Bid #2015-31 for the South Pacific Improvement Project was open on July 7, 2015. One offeror, H.O. Construction submitted a bid and met all specifications and licensing requirements as certified by the Engineer. The bid was in the amount of \$356,300.79 inclusive of NMGRT.

Public Works Director Martin Gonzales advised that Bid #2015-31 for the South Pacific Improvement Project were open on July 7, 2015. One offeror H.O. Construction submitted a bid and met all specifications and licensing requirements as certified by the Engineer. The bid was in the amount of \$356,300.79.

Councilor Gurule-Giroń had concerns regarding the bond amount of the project.

Public Works Director Gonzales explained that the bond amount for the project was \$609,000.00.

Councilor Gurule-Giroń had questions on the Bid Tabulation regarding
Unclassified Excavation amount.

Public Works Director Gonzales advised it was regarding the inverted crowns for
the South Pacific Improvement Project.

Councilor Gurule-Giroń made a motion to approve Bid #2015-31 for the South
Pacific Improvement Project. Councilor Romero seconded the motion. Mayor
Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

ADJOURN

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

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

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION
HELD ON WEDNESDAY SEPTEMBER 9, 2015 AT 5:30 P.M. IN THE CITY
COUNCIL CHAMBERS**

MAYOR: Alfonso E. Ortiz, Jr.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz Jr. asked for a moment of silence for the speedy recovery of Councilor Howell and for the health of everyone.

APPROVAL OF AGENDA

City Manager Martinez asked that Item 1 *Award request for bid #2016-08 for Miox Salt for Water Treatment Plant* be removed from the agenda; there was only one bidder and large increase in the cost.

Councilor Herrera made a motion to approve the agenda with the recommended changes. Councilor Romero seconded the motion.

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

Tonita Gurule-Giroń
Joey Herrera

Yes
Yes

David L. Romero
Vince Howell

Yes
Absent

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz Jr. gave a brief report of the projects that are ongoing and their progress.

Mayor Ortiz Jr. discussed the old State Police building and the lease agreement and asked the governing body to approve the agreement.

Questions were asked if the City Attorney was involved during the process and why was the item not placed as an agenda item.

Councilor Gurule-Giroń advised that with the critical nature of the item if the governing body would give a general consensus to move forward with the item then if the Mayor felt it needed to come back to the governing body for approval, he would then bring the item back.

MAYOR'S RECOGNITION/PROCLAMATION

None at this time.

PUBLIC INPUT

Mr. Bob Wessely spoke to the governing body regarding water storage projects and the protests that have been filed and a hearing has been set. Mr. Wessely encouraged the governing body to continue moving forward.

CITY MANAGER'S INFORMATIONAL REPORT

Utilities Director Garcia gave a brief report regarding concerns about water treatment levels, he assured increased water testing was done and those tests came back clean. Public notice was made and will continue since monitoring continued into the month of September.

City Manager Martinez gave an update on the asbestos removal at Municipal Court and renovations being done by the Public Works Department. City Manager Martinez advised they are still looking into a more permanent location for Municipal court in the future. The Senior Center construction started on September 8th and currently staff and seniors are located at the Recreation Center. City Manager Martinez advised meals are being cooked at the Pecos site and served at the Recreation Center. City Manager Martinez advised the window project for the Housing Department has been ongoing and successful.

City Manager Martinez gave the governing body a report of overtime paid by department for events for the last fiscal year.

Finance Director Gallegos explained the report by department, event and total cost of overtimes for the last two fiscal years.

Questions were asked about the projected savings for fiscal year 2015 and how do departments plan to cut overtime without sacrificing public service and would the City be able to continue financing the overtime for events.

Discussion took place regarding ways the City can increase revenue to cover the overtime for events.

City Manager Martinez gave the governing body a report of claims made through the Self Insurers Fund. City Manager Martinez advised some were still open and pending.

Discussion took place regarding the complaints that are being received due to potholes in city streets.

Mayor Ortiz Jr. assured the public, repairs to the streets are being looked into.

DISCUSSION ITEMS

2. Award request for bid #2016-09 for Zeamway line extension materials as a multiple source award to Baker Utility Supply, HD Supply Water Works and Ferguson Water Works.

Project Manager Gilvarry advised the governing body the project will include installation of approximately 1200 feet of 6" water line along Zeamway to be able to provide water to each resident. Project Manager Gilvarry advised the department is asking to award to all bidders as prices are lower on different materials for each vendor.

The governing body agreed to place the item as a consent agenda item.

3. Award request for bid #2016-10 Clarifloc C-358 Polymer for the Water Treatment Plant to sole bidder Polydyne, Inc.

Project Manager Gilvarry advised Polymer is a coagulant aid which brings down turbidity of the raw water to prepare it for treatment and is required to ensure proper filtration of the water supply.

The governing body agreed to place the item as a consent agenda item.

4. Award request for bid #2106-11 for Natural Gas Inventory Supplies to low bidder.

Project Manager Gilvarry advised the bid opening is scheduled for the following day and asked that the item not be placed on the consent agenda so there can be discussion at the following meeting.

5. Billing adjustment for United World College water account.

Project Manager Gilvarry advised the governing body that during the months of March and April two events occurred simultaneously: City staff misread and overcharged the United World College water account and the United World College staff overfilled their potable water storage tank. The amount of over-consumption from the customer has been calculated at approximately 1.5 gallons. As per Resolution #12-06 any credit amount over \$5,000 must be approved by the governing body.

Utilities Director Garcia advised he has met with the staff of the United World College to investigate the cause of the overcharge and what could be the reason. Utilities Director Garcia advised the misread of the meter was human error, the meter at the United World College is one that is still read manually and since been corrected.

The governing body agreed to place the item as a consent agenda item.

6. Recommendation to amend Agreement #3083-15 with MainStreet de Las Vegas to add the coordination and implementation of the Las Vegas Electric Light Parade.

Community Development Director Valdez advised MainStreet de Las Vegas is interested in taking on the planning and implementation of the annual Las Vegas Electric Light Parade to fulfill its requirements for a signature event. This would include generating participation from MainStreet Corridor businesses. The contractor would be compensated for the additional services in the amount of \$5,000.

Questions and discussion took place whether the event would be included in future negotiations and would the amount increase next year.

The governing body agreed to place the item as a consent agenda item.

7. Recommendations to amend Agreement #3085-15 with the Las Vegas/San Miguel Economic Development Department, Inc. (EDC) to add the establishment and management of a Business Incubator/Entrepreneurial Institute.

Community Development Director Valdez advised the EDC has been coordinating with New Mexico Highlands University and plans to establish the incubator in the currently vacant Hewett Hall. The EDC would be compensated for their additional services in the amount of \$7,500.00.

Questions and discussion took place reading the compensation and total amount of the contract and clarification of the amount stated in the contract.

The governing body agreed to not place the item as a consent agenda item as they were not provided the correct draft that stated the \$7,500 would be paid in quarterly installments.

More questions were asked about the amount being proposed in the contract and clarification and explanation.

Councilor Gurule-Giroń had questions about the Fire Departments overtime report which was substantially lower and asked if they operated on the same hour shift as the Police Department.

City Manager Martinez advised they are on a 24 shift schedule.

Councilor Herrera made a motion to adjourn. Councilor Romero seconded the motion.

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

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

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

ADJOURN

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS REGULAR COUNCIL MEETING HELD ON
WEDNESDAY, SEPTEMBER 23, 2015 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MAYOR:

Alfonso E. Ortiz, Jr.

COUNCILORS:

Tonita Gurule-Giroñ

David L. Romero

Joey Herrera

Vincent Howell – Absent

ALSO PRESENT:

Elmer J. Martinez – City Manager

Casandra Fresquez – City Clerk

Dave Romero – City Attorney

Juan Montano – Sergeant at Arms

CALL TO ORDER

Mayor Ortiz, Jr. called the meeting to order at 6:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Ortiz, Jr. asked for a moment to silence to remind everyone of the many problems and issues we experience in the community and added that it was important to work cooperatively for the betterment of the community.

Mayor Ortiz, Jr. acknowledged the public and thanked them for attending the meeting and also thanked Mr. Salas, who was representing the Office of Congressman Lujan for attending.

APPROVAL OF AGENDA

Councilor Gurule-Giroñ made a motion to approve the agenda as is. Councilor Herrera seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

APPROVAL OF MINUTES

Councilor Herrera made a motion to approve the minutes for August 12th Special, August 12th Work Session, August 19th and August 31st, 2015. Councilor Gurule-Giroñ seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Ortiz, Jr. informed that the City of Las Vegas was still pursuing the ownership of the old State Police Building and added that the lease is currently in effect. Mayor Ortiz, Jr. added that the City is working diligently to obtain ownership of the building with plans to be used by the Utilities Customer Service Department.

Mayor Ortiz, Jr. advised that the discussion of water issues would take place shortly and expressed that there are many serious challenges ahead regarding water as well as storage and also stated that in the event of a possible fire or drought, it would limit water to a 30 day supply.

Mayor Ortiz, Jr. stated that his concerns were for ranchers, irrigators, conservationists and for the whole community and added that the possibility of cutting customers outside city limits from water could occur.

Mayor Ortiz, Jr. advised that the City was working collaboratively on resolutions regarding the water issues with state agencies, the New Mexico Governor's Office, the Acequias, Storrie Lake Water Users Association, New Mexico Game and Fish and the Department of Interior. Mayor Ortiz, Jr. also stated that it was a complicated process and thought the City was handling it well, however negotiations were not occurring.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Ortiz, Jr. recognized the following persons in appreciation for their dedication and loyal service to the City of Las Vegas:

- Jose R. Vialpando, Water Systems Manager-25 years of service
- Adrian Crespin, Police Commander-20 years of service
- Toby S. Lucero, Solid Waste Supervisor-12 years of service

PUBLIC INPUT

Mr. William Gonzales advised that the New Mexico State Engineer's Office initiated a water diversion rotation schedule between a group of Acequias and the City of Las Vegas on August 21st with the commencement taking place on August 27th involving a week-on, week off situation.

Mr. Gonzales stated that he was concerned of what had transpired in the last couple of days pertaining to Utilities Director Ken Garcia's announcement at a meeting held the day prior at the New Mexico State Engineer's Office in Santa Fe announcing that the City was not going to honor the rotation schedule any longer and that the City would stay on the river.

Mr. Gonzales informed that Utilities Director Garcia was told by State Engineer's Staff that he was to follow the rotation schedule and advised that the river and river gages had been checked that morning and indicated that it was evident that the city was diverting almost the entire flow of the river which is slightly above

6cfs leaving less than 3cfs for three acequias to share, noting that it would not even be enough for one acequia and advised that following that discovery, he contacted Mayor Ortiz, Jr. asking for the City to come off the river, to honor the schedule that had been published and that had been agreed upon to follow the rotation schedule.

Mr. Gonzales stated that Mayor Ortiz, Jr. had informed him that Utilities Director Garcia informed him that it would be alright to stay off of the schedule and that Mayor Ortiz, Jr. would follow up with Utilities Director Garcia and get back with Mr. Gonzales.

Mr. Gonzales advised that Utilities Director Garcia made a call to the chairman of Rio Gallinas, informing him that the City was not going to come off the river and continue to divert water due to the turbidity issues being experienced.

Mr. Gonzales added that Utilities Director Garcia was informed that that was not acceptable, that he was expected to follow the schedule and that the City should consider paying back the Acequias, the two days of water that the City took out of rotation, to make up the water they had lost.

Mr. Gonzales advised that after making calls that afternoon, to the New Mexico State Engineer's Office, they received a call from the Water Master at 10 minutes till 3:00 p.m. informing them that the City had come off the river at 2:30 p.m. that afternoon and advised that it was now 6:30 p.m. and the water still had not made it to the river gage where it is measured and would not be seen until the next morning.

Mr. Gonzales stated that there was no way of verifying if the City had actually come off of the river since the City had refused to put in a telemetry meter like everyone else on the system was utilizing.

Mr. Gonzales added that the City should consider these actions as acts of hostility and that they were not conducive to a good relationship between the City of Las Vegas and the Acequias on the ability to negotiate and questioned if the City was trustworthy when it came time to help the Acequias in the agricultural season.

Mr. Gonzales stated that rotation violations had taken place in previous years and added that he thought the situation was one sided, that it provided more water to the City than the Acequias and believed that the water storage situation was created by the City. Mr. Gonzales added that the City had ample time to refill the reservoirs and asked to reconsider Storrie Lake.

Mr. Gabe Estrada spoke on the importance of water and the cycle use of water and added that they were in the time of the cycle when water needed to be conserved in the soil and the water needed to get to the fields before the first frost therefore the water can penetrate and stay in conservation to use in the spring.

Mr. Estrada explained that he had tried to irrigate that day but there was not enough water to do so.

Mr. Estrada stated that the rotation schedule needed to be followed and spoke of the urgency of the water needs for irrigation and advised that they were in collaboration of mediation with other water users.

Mr. Estrada pleaded with the Governing Body to encourage everyone involved to get out of the litigation process regarding the water issues, to trust each other and do what is right and added that there was no need for costly litigation with no conclusion and hoped that the City would follow the rotation schedule in order to get water down the river so they could finish their season in a timely manner.

CITY MANAGER'S REPORT

Utilities Director Ken Garcia advised that they had met with the New Mexico State Engineer's Office, Storrie Lake and the Acequias on Monday for a public meeting with intentions of discussing issues regarding the Acequias and advised that he was not certain if the Acequias were invited but advised they were not present.

Mayor Ortiz, Jr. advised that he was present at the meeting and stated that there was an invitation extended to the Acequias according to the New Mexico State Engineer, New Mexico State Engineer Representative Richard Trujillo and other individuals present and informed that he was not definite if the communication did not reach some members of the Acequias Commission.

Utilities Director Garcia advised that during the meeting he intended to discuss with the Acequias, the City staying off the river for two additional days that they had requested and offered to go off the river immediately to the Basic Manager and was advised by him to hold off until he would call him back with him.

Utilities Director Garcia informed that he had later received a call from the Water Master; he advised that they went off the river within 20 minutes of that call and clarified to Council that this schedule was a voluntary schedule that the City had objected to since it puts the city in a very precarious position

Utilities Director Garcia advised that the City's reservoirs were down to 64 percent and that the water quality, the algae in the reservoirs were causing complaints from customers and added that prior sharing schedules had acknowledged that and allowed the city to divert and also when the water quality was lower than 70 percent but was not allowed with the current schedule.

Utilities Director Garcia explained that this year's schedule which the City objects to, did not allow the City to divert 1cfs while the Acequias were on and advised that the rotation schedule was not working due to putting the community at risk during a wet year for the reason of water quality problems and critically low reservoir storage.

Utilities Director Garcia added that the City was down to one reservoir and that Bradner had not been started due to dam safety issues, and repairs needed to be made in order to make it usable.

Utilities Director Garcia added that he would like to work with the Acequias but stated that there were three projects that members of the Acequias were protesting which were: Taylor Well Recharge, which would allow to recharge wells to use in situations such as this and would allow to stay off the river, Bradner Dam and the Low Flow Diversion Project, off the skating pond and advised that they had been waiting for three years for the permit to be issued.

Utilities Director Garcia advised that the statements made regarding the telemetry subject matter were not true and added that the City was open to

attending meetings together with the Acequias in order to resolve the water issues.

City Manager Martinez advised that Solid Waste Director Matt Griego would make a presentation regarding the Solid Waste Ordinance requirements and Solid Waste practices used in the community.

Solid Waste Director Griego presented information pertaining to the Ordinance requirements and many issues that are taking place regarding trash and the importance of educating Solid Waste employees and the community as well.

City Manager Martinez advised that the overall goal of the Solid Waste Department is to keep our community clean and meet the requirements of the Ordinance and thanked Solid Waste Director Griego and his staff for their efforts on implementing programs that are positive in the appearance of our community.

Discussion took place of the process of the disposal of branches that the Solid Waste Department utilizes and the issues of keeping costs down regarding trash pick- up.

Councilor Gurule-Giroń recommended that City employees should be first to practice the rules of the Ordinance in order to be the example.

City Manager Martinez advised that the City had recently been involved with a severe animal cruelty case and as a result of that case, meetings had been held with Department Directors, District Attorney's Office, Municipal Judge Trujillo and the Animal Welfare Coalition to discuss a petition for action plan was created in order for City staff to be more pro-active and how to address problems with Animal Welfare issues.

City Manager Martinez informed that a three point plan was created which consisted of reporting, education and reinforcing and advised that the reporting issues were addressed by improving how direct calls to Animal Control in the Community Development Department when received at the AWC.

City Manager Martinez read a memo that was put out on August 17th to all City employees regarding the issues of animal neglect and also included a directive

from City Manager Martinez for all City employees to read and sign to commit themselves to report any issues of animal abuse or neglect to Animal Control and to improve animal welfare services in our community.

City Manager Martinez advised that the enforcement aspect of the plan included determining the specific cases which need to be directed to different agencies such as Municipal, Magistrate, District Court or Police Department, depending on the severity of the case.

City Manager Martinez advised that training with Police Officers was taking place, coordination with other agencies and amendments to the Ordinance would be brought to Council and added that education and community awareness was significant toward long term solutions.

City Manager Martinez discussed the operations at the AWC Shelter and advised that they are working on adding a third Animal Control Officer.

City Manager Martinez informed that improvements are being made to improve animal welfare issues.

Councilor Gurule-Giroń had questions and concerns regarding the hiring of an additional Animal Control Officer and the needs of filling positions from other departments to where help is needed.

City Manager Martinez advised that there are many challenges regarding staffing issues.

Councilor Gurule-Giroń asked how many cages and traps Animal Control had to serve the entire community's needs.

Community Development Director Lindsey Valdez informed that they had purchased an additional eight traps for a total of ten traps and added that Animal Control Officers, Manual Silva and Edward Valdez had been work in collaboration with the AWC and also with the Wild Life Refuge on improving animal enforcement issues.

Councilor Gurule-Giroń asked if Animal Control was more efficient when it was previously under the Police Department.

City Manager Martinez advised that there were strengths and limitations under both departments but added that the way it was currently structured allowed good coordination between the two departments.

City Manager Martinez felt comfortable the way it was presently structured however it needed to add more resources to perform their job.

Councilor Herrera thanked City Manager Martinez for taking the initiative to get animal welfare issues back on track and thanked all the supporters and everyone involved for the petition and bringing the issues to the public interest.

Mayor Ortiz, Jr. spoke briefly of the significance to assist in addressing the animal welfare issues throughout the community.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the Finance Report ending August 31, 2015. General Fund revenues were at fifteen percent and expenditures came in at sixteen percent and added that General Services was affected due to insurance costs for August through December.

Finance Director Gallegos advised that Recreation Department revenue total was at sixteen percent and expenditures were at twenty two percent and advised they were working closely with Community Services Director Philip Ortiz on controlling expenditures regarding the Recreation Center Project.

Mayor Ortiz, Jr. asked Finance Director Gallegos to inform on the upcoming Recreation Center Project.

Finance Director Gallegos advised that a meeting was scheduled with NMFA to review and possibly finalize the application submitted for Phase I Project at the Recreation Center, which was in the total of between 2.4 and 2.6 million dollars, and advised there was money allocated and set aside for Phase II Recreation Project.

Finance Director Gallegos informed that they had received the final contract from WH Pacific and added that hopefully the bid would be awarded by December and advised the project is moving forward in order to move the Senior Citizens back to where they need to be.

Mayor Ortiz, Jr. advised the importance of completing the Recreation Center Project in a timely manner in order to avoid further cost due to the deterioration taking place.

Finance Director Gallegos advised that the Enterprise Funds revenue came in at thirteen percent and reported that expenditures were at six percent.

Finance Director Gallegos reported that \$100,000.00 was collected for July 2015 Gross Receipt Tax which was more than last year and added that projections were conservative.

CONSENT AGENDA

Councilor Gurule-Giroń had a question regarding the reporting of expenditures of the Christmas Light Parade.

City Manager Martinez advised that the expenditures would be reported under advertising and implementation and advised MainStreet would facilitate the event, continue to work with the City of Las Vegas and would also submit a monthly activity report regarding the \$5,000.00.

Councilor Gurule-Giroń made a motion to approve Consent Agenda as is.
Councilor Romero seconded the motion.

City Clerk Fresquez read into the record the proposed consent agenda to include:

1. Approval to award request for bid #2016-09 for Zeamway line extension materials as a multiple source award to Baker Utility Supply, HD Supply Water Works and Ferguson Water Works.

2. Approval to award request for bid #2016-10 for Clarifloc C-358 Polymer for the Water Treatment Plant to sole bidder Polydyne, Inc.
3. Approval of billing adjustment for the United World College water account.
4. Approval to amend Agreement #3083-15 with MainStreet de Las Vegas to add the coordination and implementation of the Las Vegas Electric Light Parade.

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

City Manager Martinez took the opportunity to advise Council that Event Planner Annette Velarde informed him that she would be meeting with MainStreet that day to review invoicing and reporting concerning the Christmas Light Parade.

BUSINESS ITEMS

1. Approval/Disapproval of certification for fixed assets/inventory for FY15 as per Sections 12-6-1 NMSA 1978 through 12-6-14 NMSA 1978 Article 6 Audit Act.

Finance Director Gallegos advised that the City of Las Vegas is requesting certification of fixed assets/inventory for FY15. This certification will keep the City of Las Vegas in compliance with the State Audit Act and informed that the requested total to certify was \$142,955,812.00 for Governmental, Enterprise, and Housing Fixed assets.

Mayor Ortiz, Jr. asked questions regarding the review of the fixed asset inventory report.

Finance Director Gallegos advised that the report is reviewed by the Deputy Director, Inventory Clerks who assist in the report, followed by the review by City

Manager Martinez and brought to Council and added that it is finally sent to the State Auditors.

City Manager Martinez advised that each Department Director is responsible for working with Inventory and Finance Department regarding the assets in their department.

Councilor Herrera made a motion to approve certification for fixed assets/inventory for FY15 as per Sections 12-6-1 NMSA 1978 through 12-6-14 NMSA 1978 Article 6 Audit Act. Councilor Romero seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

2. Approval/Disapproval to adopt Resolution #15-46 Senior Center Infrastructure Capital Improvement Plan.

City Manager Martinez informed that Community Services Director Philip Ortiz was absent and that he would present Business Item #2.

City Manager Martinez advised that the New Mexico Senior Citizen Centers are now required to submit an infrastructure capital improvement plan (ICIP) for capital projects to the Department of Finance & Administration/Local Government Division separate from the City.

Mayor Ortiz, Jr. advised that the improvements at the Senior Center Project were greatly supported by the New Mexico Local Government Division and added that it would be a major improvement to the Senior Center.

Councilor Herrera made a motion to approve to adopt Resolution #15-46 Senior Center Infrastructure Capital Improvement Plan. Councilor Gurule-Giroń seconded the motion.

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

COUNCILOR'S REPORTS

Councilor Gurule-Giroń thanked Finance Director Gallegos for the fixed assets schedules.

Councilor Romero commented on issues regarding the overgrown weeds on Chavez and Sabino Streets.

Community Development Director Valdez advised that she would inform Code Enforcement Officer Levy Lujan regarding the weed issues on Chavez and Sabino Streets.

Mayor Ortiz, Jr. advised that the City of Las Vegas was doing their best to do as much as they can in addressing issues throughout the community.

EXECUTIVE SESSION

Councilor Herrera made a motion to go into Executive Session to discuss Bradner Dam negotiations that pertain to lawsuits, legal matters and potential litigation. Councilor Gurule-Giroń seconded the motion.

Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Herrera made a motion to reconvene into Regular Session and advised that no votes were taken, and only matters of negotiations regarding Bradner Dam were discussed. Councilor Gurule-Giroñ seconded the motion. Mayor Ortiz, Jr. asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

ADJOURN

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

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

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU SEPTEMBER 30, 2015 25% OF YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2016

<u>Total Budget to Actual Comparison</u>						G (E/B) FY 2016 % REV
A	B	C	D	E		
FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL		
PROPERTY TAX	1,350,000	1,350,000	337,500	1,391,886	88,675	7%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	887,500	3,372,528	914,751	26%
FRANCHISE TAX	800,000	800,000	200,000	845,587	178,992	22%
GROSS RECEIPT TAX .75	2,585,000	2,585,000	646,250	2,219,100	601,866	23%
1/8 INFRASTRUCTURE	350,000	350,000	87,500	337,769	91,684	26%
GRT .25 (JAN 2011)	680,000	680,000	170,000	664,189	180,466	27%
GRT -HOLD HARMLESS (JULY 2015)	-	(85,000)	-21,250	-	-	0%
LICENSE & FEES	63,000	72,300	18,075	59,636	21,412	30%
INTERGOVERNMENTAL	65,000	66,000	16,500	71,506	13,777	21%
LOCAL-FINES	87,400	62,100	15,525	71,177	12,782	21%
LOCAL-MISC	1,657,930	1,649,530	412,383	1,699,180	430,665	26%
TOTAL	11,188,330	11,079,930	2,769,983	10,732,558	2,535,070	23%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits)

(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

GENERAL FUND EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2015 25% OF YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2016

	<u>Total Budget to Actual Comparison</u>						
	A	B	C	D	E	F	H
	FY 2015	FY 2016	FY 2016	FY 2015	FY 2016	FY 2016	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%
							BDGT
JUDICIAL	281,456	282,087	70,522	288,156	74,682	207,405	26%
EXECUTIVE	479,970	480,602	120,151	440,030	113,698	366,904	24%
ADMINISTRATION	253,986	247,913	61,978	210,082	56,748	191,165	23%
CITY ATTORNEY	206,938	213,770	53,443	214,297	56,602	157,168	26%
PERSONNEL/HR	253,741	274,354	68,589	258,657	73,867	200,487	27%
FINANCE	572,076	569,608	142,402	541,037	135,868	433,740	24%
COMMUNITY DEV.	466,064	567,364	141,841	435,919	128,188	439,176	23%
POLICE	4,072,107	3,921,874	980,469	3,562,200	902,559	3,019,315	23%
CODE ENFORCEMENT	167,755	168,661	42,165	129,052	24,248	144,413	14%
ANIMAL SHELTER	129,000	133,690	33,423	133,687	22,371	111,319	17%
FIRE	1,320,485	1,276,366	319,092	1,162,726	317,602	958,764	25%
PUBLIC WORKS/AIRPORT	705,474	492,606	123,152	579,481	139,491	353,115	28%
PARKS	0	305,020	76,255	0	26,446	278,574	9%
AIRPORT	120,476	0	0	84,281	0	0	0%
LIBRARY	198,041	201,256	50,314	189,396	57,587	143,669	29%
MUSEUM	183,146	192,888	48,222	135,221	48,176	144,712	25%
GENERAL SERVICES	2,509,609	2,649,000	662,250	2,013,579	635,083	2,013,917	24%
SALARY CONTINGENCY	80,000	50,000	12,500	0	0	50,000	0%
TRANSFERS	355,128	505,058	126,265	355,128	126,214	378,844	25%
TOTAL	12,355,452	12,532,117	3,133,029	10,732,929	2,939,430	9,592,687	23%

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU SEPTEMBER 30, 2015 -25% OF YEAR LAPSED 3 OF 12 MONTHS
FISCAL YEAR 2016

	A	B	C	D	E	G (E/B)
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	100,000	25,000	91,337	25,705	26%
OPEN SWIM	10,000	0	0	504		0%
YAFL	8,000	6,000	1,500	4,472	2,005	33%
YABL	18,000	20,000	5,000	21,284	65	0%
SUMMER FUN PROGRAM	30,000	20,000	5,000	20,092	2,593	13%
RECREATION-OTHER	45,300	49,000	12,250	52,227	7,199	15%
GEN FUND TRANSFER	450,000	400,000	100,000	450,000	99,960	25%
TOTAL	676,300	595,000	148,750	639,916	137,527	23%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU SEPTEMBER 30, 2015 -25% OF YEAR LAPSED 3 OF 12 MONTHS
FISCAL YEAR 2016

	A	B	C	D	E	F	H (E/B) %
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	681,723	552,495	138,124	525,338	165,293	387,202	30%
YAFL	2,500	3,500	875	3,791	2,080	1,420	59%
YABL	5,850	5,000	1,250	2,853	0	5,000	0%
OTHER OPERATING EXP.	85,750	68,240	17,060	63,826	20,347	47,893	30%
CAPITAL OUTLAY	4,500	4,000	1,000	5,129	720	3,280	18%
TOTAL	780,323	633,235	158,309	600,937	188,440	444,795	30%

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU SEPTEMBER 30, 2015 -25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2016

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	
WASTE WATER (610)	2,761,000	2,826,738	706,685	2,746,113	683,492	24%
NATURAL GAS (620)	5,522,000	5,673,000	1,418,250	5,466,778	518,450	9%
SOLID WASTE (630)	3,133,500	3,547,294	886,824	3,102,767	856,635	24%
WATER (640)	4,602,850	4,748,150	1,187,038	4,631,871	1,268,482	27%
<i>Total of Enterprise Funds</i>	16,019,350	16,795,182	4,198,796	15,947,529	3,327,059	20%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU SEPTEMBER 30, 2015 -25% YEAR LAPSED (3 of 12 months)
FISCAL YEAR 2016

	<u>Budget to</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	
WASTE WATER(610)	2,761,000	2,663,075	665,769	2,627,866	620,511	2,042,564	23%
NATURAL GAS (620)	5,522,000	6,178,945	1,544,736	5,251,844	730,319	5,448,626	12%
SOLID WASTE (630)	3,091,854	3,304,516	826,129	2,802,509	661,376	2,643,140	20%
WATER (640)	4,941,528	5,282,913	1,320,728	4,506,829	1,661,363	3,621,550	31%
<i>Total of Enterprise Funds</i>	16,316,382	17,429,449	4,357,362	15,189,048	3,673,569	13,755,880	21%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/8/15

DEPT: Police

MEETING DATE: 9/21/15

ITEM/TOPIC: Out of State Travel.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval for out of state travel for internal affairs training on November 30th through December 4, 2015.

BACKGROUND/RATIONALE: The Las Vegas Police Department is requesting to send one (1) employee to internal affairs training in Jacksonville, FL on November 30th through December 4, 2015. The course will provide a model procedure approach for handling the internal affairs needs and requirements of small, medium and large public safety agencies.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:




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

**ELMER J. MARTINEZ
CITY MANAGER**

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

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



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

CITY COUNCIL MEETING AGENDA REQUEST

DATE: Sep. 30, 15 **DEPT:** Police

MEETING DATE: October 21, 2015

ITEM/TOPIC: Extension of Contractual Agreement for Inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

ACTION REQUESTED OF COUNCIL: **Approval/Disapproval** for Extension of Contractual Agreement for Inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

BACKGROUND/RATIONALE: (Provided with Work Session Packet)

STAFF RECOMMENDATION: None

COMMITTEE RECOMMENDATION: no committee recommendation

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



Juan F. Montañó,
Chief of Police

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of October 2015, by and between the City of Las Vegas, a municipal corporation (hereinafter referred to as the "City"), and San Miguel County Detention Center, a detention facility owned and operated by the County of San Miguel, within San Miguel County (hereinafter referred to as the "SMCDC").

RECITALS

WHEREAS, the City desires to house prisoners and/or inmates in SMCDC (hereinafter sometimes referred to as the "Facility") and:

WHEREAS, SMCDC, desires to provide secure housing to adult prisoners and/or inmates of the City at SMCDC:

WITNESSETH, In consideration of the promises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **AUTHORITY AND PURPOSE:** this agreement is entered into pursuant to Section 3-18-20. NMSA 1978 authorizing the parties to make contractual arrangements for the confinement of prisoners and/or inmates arrested by the City. This Agreement wholly replaces and supersedes all prior contracts/agreements between the parties for these services.
2. **EFFECTIVE DATE AND TERM:** This contract shall become effective upon approved by City, by and through its City Council and by SMCDC, by and through its County Commission, and shall be for a term of one (1) year, with the option to renew annually for up to four (4) additional years upon mutual agreement of the parties.
3. **TERMINATION AND SUSPENSION:**
 - A. This Agreement may be terminated at any time by either party upon thirty (30) days written notice. The SMCDC shall be paid for all Services provided through the date of termination. The City's obligation to pay for City prisoners remaining at the SMCDC due to court ordered sentencing shall survive termination.
 - B. In the event that a court of competent jurisdiction enters any order which affects the ability of SMCDC to perform its obligations under this Agreement, SMCDC shall have the right to suspend Services provided under this Agreement upon providing written notice to the City of the same within one (1) business day of receipt of said order. City shall cooperate with SMCDC in relocating City prisoners.
 - C. This Agreement may be suspended upon written notice given by the City of SMCDC that the City Council failed to appropriate funds for SMCDC Services. City shall remain liable for

payment of SMCDC Services performed prior to suspension date and for City prisoners remaining at SMCDC due to court ordered sentencing.

4. **SCOPE OF SERVICES:** SMCDC shall perform the following services (hereinafter referred to as the "Services") in a lawful manner.
5. **TRANSPORTATION:** Once the adult prisoner/inmate is confined at SMCDC, it will be the responsibility of SMCDC to transport City prisoners/inmates to all required courts hearings, intra-county medical requirements, including transportation of protective custody/mental health hold detainees to New Mexico Behavioral Health Institute, and/or all other routine transportation, unless excepted below, until such prisoners is either released or transported to another facility.

TRANSPORTATION OF JUVENILES: This Agreement does NOT require SMCDC to confine persons under the age of 18 years. The arresting entity maintains responsibility to transport any juvenile prisoners/inmates to an appropriate detention facility.

6. **CONFINEMENT:** SMCDC shall provide confinement, safe-keeping, and maintenance for each prisoner accepted by the facility. City prisoners/inmates shall be classified and confined in the facility in accordance with the SMCDC classification criteria as promulgated by the SMCDC. SMCDC shall provide City prisoners/inmates with a reasonable, clean, safe and wholesome facility, which shall be kept in good order and repair. City prisoners/inmates confined at the SMCDC shall receive good and sufficient food, as well as lighting and heating of the same quality and quantity as is provided to other prisoners, during their confinement at the SMCDC.
7. **BOOKING, FINGERPRINTING, PHOTOGRAPHING, AND STATE TRACKING NUMBER (STN):** Fingerprinting of City prisoners/inmates will be the responsibility of the City, at their location. SMCDC has a dedicated intake/booking area at the facility; including detention officer personnel, intake booking equipment, property safeguarding, equipment, and a camera for photographing each inmate/prisoner. City shall be responsible for all State Tracking Number Processes. SMCDC shall be responsible for signing for and receiving all personal property belonging to the prisoner/inmate at the time of confinement. The prisoners/inmates must be booked by the City Police Officer and all personal belongings must be inventoried and must be turned over to SMCDC along with the prisoner/inmate.
8. **APPLICABLE RULES AND REGULATIONS:** When using the Facility for the confinement of prisoners, the City, its Officers, Employees, and Agents, and its prisoners/inmates shall at all times be governed by the Rules and Regulations and Policies adopted by SMCDC relating to confinement and care of prisoners at the SMCDC. All policies and procedures shall be in accordance with the American Correctional Association Standards for Adult Local Detention Facilities, as well as with all applicable state and federal statutes.
9. **RECORDS:** The SMCDC shall keep and maintain accurate and current records, (i.e. booking, and photographs) relating to the confinement of all prisoners, including the initial date of acceptance at the SMCDC, the confining agency, the detaining source of the prisoner, and the number of days at the facility, and whether such prisoner has been sentenced.
10. **HEALTH SCREENING REQUIREMENTS:** Intake medical screening for inmates commences upon the inmates arrival at the facility. The officer observation form is reviewed by the arresting

officer and the detention supervisor, and/or detention officer and/or qualified health care provider. Findings are recorded on a screening form approved by the health authority. The screening includes inquiry, observation, and medical disposition of the inmate, including refusal of admission until the inmate is medically cleared.

Health screening is a system of structured inquiry and observation to prevent newly arrived inmates who pose a health safety threat to themselves or others from being admitted to the facility; and to identify inmates who require immediate medical attention.

Inmates who are unconscious, semiconscious, bleeding, or otherwise in need of immediate medical attention must have a written medical release for incarceration from a hospital prior to review for admission to the facility.

All arrestees shall be subjected to the field assessment tool for level of intoxication, in order to determine the need for a medical clearance prior to admittance to the facility. An arrestee with a score greater than 11 on the field assessment tool, shall be transported to the local hospital for a medical clearance, by the arresting officer.

11. a. Routine Care. SMCDC shall provide only routine and ordinary medical care to a City prisoner without additional charge. "Routine and ordinary medical care" is that which can be administered at the Facility by SMCDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Prisoners transported to SMCDC by City shall arrive with medical clearance and a brief medical history.
 - b. Extraordinary Care. Medical care NOT deemed by SMCDC to be within the scope of "routine and ordinary medical" care shall be the financial responsibility of City. The expense associated with SMCDC's provision of excluded medical services shall be passed through to the City at actual cost. A prisoner appearing to require extraordinary medical care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of medical care. If extraordinary medical care is NOT urgent, SMCDC shall notify the City as soon as practicable for further instructions. If extraordinary medical care requires emergency attention, SMCDC shall initiate immediate care, including transport to appropriate medical facility if necessary, and notify the City of Las Vegas as soon as practicable.
 - c. Medical Transportation. The City shall NOT bear the cost of medical transportation of a City prisoner to a medical facility WITHIN San Miguel County. The City shall bear the cost of medical transportation of its prisoner to a medical facility OUTSIDE of San Miguel County.
 - d. Transfers. A prisoner transferred from a different detention facility or medical facility having received a medical clearance therefrom shall not be required to obtain a medical clearance from SMCDC prior to incarceration.
12. ENTIRE CONTRACT: This Agreement and the Exhibits attached hereto constitute the entire contract between the parties, and this contract shall not be modified, amended or rescinded in whole or in part, except by written amendment signed by both parties hereto.

13. NOTICES: All notices required under this contract shall be sent Certified Mail, Return Receipt requested to:

City of Las Vegas
City Manager
1700 N. Grand Avenue
Las Vegas, New Mexico 87701
(505)454-1401

San Miguel County
County Manager
500 West National Suite 201
Las Vegas, New Mexico 87701

14. COMPENSATION, FOR SERVICES: For performing the Services specified herein, the City agrees to pay SMCDC the rate of eighty dollars (\$80.00) per day, per prisoner/inmate for each day, or portion thereof, in which the prisoner/inmate is confined by SMCDC. This amount includes any applicable gross receipts taxes, and which amount shall constitute full and complete compensation for the SMCDC Services under this Agreement, including all expenditures made and expenses incurred by SMCDC in performing such Services, unless stated above.

To ensure accuracy for billing purposes, all billing for inmates housed and cared for specific to a protective custody/mental health hold shall be on the same day "per day" day basis.

15. METHOD OF PAYMENT: SMCDC shall bill the City via the Municipal Court Offices for City prisoners/inmates on a monthly basis together with such documentation as City may reasonably require. City shall pay the SMCDC invoice on a monthly basis in conformance with the budgetary and fiscal guidelines of the City. City shall remit payment to SMCDC within forty five (45) days of receipt of invoice. Invoices not paid within forty five (45) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is less.

16. CONTRACTOR STATUS: Neither SMCDC nor its employees are considered to be employees of the City for any purpose whatsoever. SMCDC is "an independent contractor" at all times in the performance of the Services described in THIS Agreement. SMCDC further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

17. PERSONNEL: SMCDC represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services required hereunder will be performed by SMCDC or under its supervision and all personnel engaged in the work shall be qualified and shall be authorized or permitted under state and local law to perform such Services.

18. **INSURANCE:** SMCDC shall carry and maintain in full force and effect during the Term of this Agreement, and any extension thereof, at SMCDC's sole expense insurance covering bodily injury, disease, illness or death and property damage liability. SMCDC shall maintain in force a policy or policies providing the following:
- a. Comprehensive general liability coverage not less than \$1,050,000.00 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death, and maintain coverage according to New Mexico governmental tort claim requirements.
 - b. Fire, lightening and extended coverage, or "all risk" coverage. SMCDC shall carry and maintain in full force and effect during the Term of this Agreement and any renewal thereof, at SMCDC's sole cost and expense, fire and extended coverage insurance upon all real property, alterations and improvements in an amount equal to the replacement value of such real property, alterations, additions and improvements. SMCDC within ten (10) days after cancellation or expiration of any required coverage is to notify City in writing. City may deem Agreement to be in Default if SMCDC fails to comply with provisions of this Section.
19. **INDEMNIFICATION:** As governmental entities, neither party agrees to indemnify or hold harmless the other party because any liability incurred by either party in connection with this Agreement shall be subject to the provisions, immunities, and limitations of the New Mexico Tort Claims Act, section 41-4-1 et seq., NMSA 1978, as amended ("the Act"). No provision of this Agreement modifies the respective liability or non-liability of either party under the Act. The governmental parties and their respective "public employees" or "law enforcement officers" as defined by the Act have not waived, and do not waive, sovereign immunity, any defense, nor any limitation of liability pursuant to the Act or other applicable law. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any action reasonably believed necessary to protect their respective interest, including the right to enforce the obligations of this Agreement against to other party and the right to recover damages caused by the other party arising out of the performance or nonperformance of this Agreement. The provision shall survive termination of this Agreement.
20. **DISCRIMINATION PROHIBITED:** In performing the Services required hereunder, SMCDC shall comply with applicable law to not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual preference, sexual orientation, national origin or ancestry, age, or physical handicap, or disability.
21. **ADA COMPLIANCE:** In performing the Services required hereunder, SMCDC agrees to comply with all requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") which are imposed directly on SMCDC or which would be imposed on the City as a public entity. SMCDC agrees to be responsible, for knowing all applicable requirements of the ADA.
22. **ESTABLISHMENT AND MAINTENANCE OF RECORDS:** Records shall be maintained by SMCDC in accordance with applicable law and requirements.
23. **COMPLIANCE WITH LAWS:** In performing the Services required hereunder, SMCDC shall comply with all applicable laws, ordinances, and codes of the Federal, State and Local Governments.

24. **CHANGES:** The parties may, from time to time, request minor changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of SMCDC's compensation, which are mutually agreed upon by and between the City and SMCDC, shall not be effective until incorporated in written amendments to this Agreement.
25. **ASSIGNABILITY:** SMCDC shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.
26. **CONSTRUCTION AND SERVABILITY:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
27. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
28. **APPLICABLE LAW:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the City and SMCDC have executed this Agreement as of the date first above written.

City of Las Vegas

City Manager, Elmer J. Martinez

Casandra Fresquez,
City Clerk

Dave E. Romero, Jr. Esq., City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 24, 2015

DEPT: Fire

MEETING DATE: October 21, 2015

ITEM/TOPIC:

Resolution #15-51 to Donate one (1) Cascade Eagle Compressor Model #BAP8EK3 Serial #42702201 and four (4) Cylinder Bottles DOT E-9421-4500/6750 Numbers:734449, 735016, 105086 and 105088.

ACTION REQUESTED OF COUNCIL:

1. Approval/Disapproval of Resolution #15-51 to Donate one (1) Cascade Eagle Compressor Model #BAP8EK3 and four (4) Cylinder Bottles DOT E-9421-4500/6750 Numbers:734449, 735016, 105086 and 105088.

BACKGROUND/RATIONALE:

The City of Las Vegas recently upgraded to a newer Cascade system and has no need for the older, smaller Cascade system and four (4) Cylinder Bottles.

STAFF RECOMMENDATION:

To move forward with the Resolution #15-51 to Donate one(1) Cascade Eagle Compressor and four (4) Cylinder Bottles DOT E-9421-4500/6750 Numbers:734449, 735016, 105086 and 105088.

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS

RESOLUTION NUMBER: 15-51

A RESOLUTION DONATING CERTAIN PROPERTY OF THE CITY OF LAS VEGAS BY RENDERING AID TO CABO LUCERO VOLUNTEER FIRE DEPARTMENT AND DIRECTING THE CITY OF LAS VEGAS FIRE DEPARTMENT TO DONATE SAID PROPERTY TO THE COUNTY OF SAN MIGUEL FIRE MARSHAL'S OFFICE TO BE USED BY CABO LUCERO VOLUNTEER FIRE DEPARTMENT.

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

1. One (1) Cascade Eagle Compressor Model #BAP8EK3 Serial #42702201
2. Four (4) Cylinder Bottles DOT E-9421-4500/6750 Numbers-734449, 735016, 105086 and 105088.

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

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

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

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

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

CITY OF LAS VEGAS:

Alfonso E. Ortiz, Jr., Mayor

ATTEST:

Casandra Fresquez, City Clerk

Elmer J. Martinez, City Manager

Approved as to Legal Sufficiency Only

Dave Romero, City Attorney



21 County Road A29
Las Vegas, NM 87701
505-425-7261
TNIX_MINERALHILL@YAHOO.COM

Chief Mares :

I understand that you may have a cascade system that you are replacing and may donate to another fire department. If this is true I would like to put my name in the hat for it. The Cabo Lucero Fire Department could use this system at our second station in San Geronimo. I have already advised Russell Pacheco of this and will also provide a copy of this letter to him. If there is any other information that you need from me to make this transaction happen let me know.

Thanks

Chief Tim Nix

06/02/2015

cell 429-2053



CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/7/15 **DEPT:** FINANCE **MEETING DATE:** 10/21/15

ITEM/TOPIC: RESOLUTION 15-49

ACTION REQUESTED OF COUNCIL: APPROVAL/DISAPPROVAL OF
RESOLUTION 15-49

BACKGROUND/RATIONALE: THE CITY OF LAS VEGAS IS IN NEED OF
INCREASING OR DECREASING THE FY2016 BUDGETED REVENUES OR
EXPENDITURES, TRANSFERS TO OR TRANSFERS FROM WITHIN VARIOUS
FUNDS.

STAFF RECOMMENDATION: APPROVAL

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 15-49

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2016; and

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

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds, additional funds from State Cooperative agreements, and reserve funds that need to be included in project funds, and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2016 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustments meet the requirements as currently determined for fiscal year 2016;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, **PASSED, APPROVED AND ADOPTED THIS** 21st **DAY OF** October 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

Resolution

CITY OF LAS VEGAS
RESOLUTION 15-49

15-49	Fund	Revenues	Transfers	Expenditures	
	206 EMS			\$ 844	Cash Bal budgeted for background checks
	209 Fire Protection Fund			\$27,415	Equipment upgrades
	245 Justice Assistance Grant	11,295		\$ 11,295	Contractural Serv/Supplies
	261 Bullet Proof Vest	\$ 4,198		\$ 4,198	Equipment under \$1000
	218 Historic Preservation Fund			\$ 4,500	City matching funds-cash balance
	214 Coop Projects	\$ 37,500	\$ 17,000	\$ 54,500	South Pacific Project
	220 Capital Improvement		\$ (17,000)		City match for Coop Project
	645 Debt Serv		\$ 455,279		Transfer to Bond Debt Service
	648 Bond Debt Service		\$ (455,279)		
	634 NMFA Debt		\$ (223,302)		Transfer to 633 Equip Replacement
	633 Equipment Replacement		\$ 223,302		
	Total	\$ 52,993	\$ -	\$ -	\$ 102,752

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/7/2015 **DEPT:** FINANCE **MEETING DATE:** 10/21/2015

ITEM/TOPIC: Publication of Ordinance #15-11 authorizing the execution and delivery of a loan agreement between the City of Las Vegas and the New Mexico Finance Authority.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Publication of Ordinance #15-11.

BACKGROUND/RATIONALE: Authorization to Publish Ordinance #15-11 authorizing the execution and delivery of a loan agreement between the City of Las Vegas and the New Mexico Finance Authority.

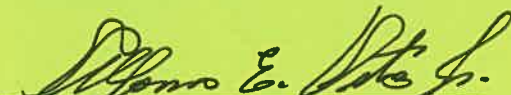
STAFF RECOMMENDATION: APPROVAL

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 15-11

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$2,801,121 FOR THE PURPOSE OF FINANCING THE RENOVATION, REHABILITATION AND REPAIR OF THE ABE MONTOKA RECREATION CENTER, 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 REVENUES COLLECTED BY THE GOVERNMENTAL UNIT FROM THE SECOND ONE-QUARTER OF ONE PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE MUNICIPAL GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 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, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the second increment of Municipal Gross Receipts Tax in the amount of one-quarter of one percent (.25%) 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 pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, 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 full 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, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

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

Section 1. Definitions. As used in this Ordinance, the following capitalized 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, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this 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 the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, the Finance Director, the City Manager and the City Clerk.

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

“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 attached as Exhibit “A” to the Loan Agreement, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of issuance 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 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, if any, 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 this entire Ordinance and not solely to the particular section or paragraph of this 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, as successor 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 successor 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, 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 Exhibit “A” to the Loan Agreement.

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

“Loan Agreement Reserve Requirement” means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit “A” to the Loan Agreement, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (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” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. ____ adopted by the Governing Body on November 18, 2015 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and 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 attached as Exhibit "A" to the Loan Agreement.

"Pledged Revenues" means the second increment of Municipal Gross Receipts Tax in the amount of one-quarter of one percent (.25%) received pursuant to the Tax Ordinance adopted pursuant to Section 7-19D-9, NMSA 1978, as amended, and distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made monthly by the Distributing State Agency.

"Processing Fee" means the processing fee to be paid on the Closing Date by the Governmental Unit 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 disbursement to the Governmental Unit for payment of the costs of the Project.

"Project" means financing of the renovation, rehabilitation and repair of the Abe Montoya Recreation Center for the Governmental Unit, as described in the Term Sheet.

"State" means the State of New Mexico.

"Tax Ordinance" means the Ordinance passed and approved by the Governmental Unit pursuant to the Act on August 9, 1978, effective July 1, 1979, which imposes the second one-quarter of one percent (.25%) increment of the Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Trustee" means the BOKF, NA, Albuquerque, New Mexico, 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 actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the financing of 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 and use 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 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 costs of financing 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 and the public served by 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-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

J. Pursuant to Section 7-1-6.12, NMSA 1978, as amended, the Governmental Unit receives Pledged Revenues from the Distributing State Agency.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourth (3/4) 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 financing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$2,801,121, plus interest thereon, 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) pay the Processing Fee and (iv) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the form of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$2,801,121, shall be payable in installments of principal due on May 1 of the years designated in Exhibit 'B' to the Loan Agreement and bear interest payable on November 1 and May 1 of each year 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 that are consistent with this Ordinance 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 Financing 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 the 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; and (iii) the

payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit "A" to the Loan Agreement.

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, the Program Account and the 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 purpose of financing 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 financing of and payment for the Project have been completed. As soon as practicable, 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, 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 the payment of sufficient Pledged Revenues to the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.

A. 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, interest, if any, 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.

B. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, 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 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, if any, and any other amounts due under the Loan Agreement, subject to the uses hereof 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 as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

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 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 the 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 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 the 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 herein provided.

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

Section 15. Repealer Clause. All bylaws, orders, Ordinances, 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, Ordinance 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 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 said 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. ____, duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on November 18, 2015. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$2,801,121 FOR THE PURPOSE OF FINANCING THE RENOVATION, REHABILITATION AND REPAIR OF THE ABE MONTOYA RECREATION CENTER, 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 REVENUES COLLECTED BY THE GOVERNMENTAL UNIT FROM THE SECOND ONE-QUARTER OF ONE PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE MUNICIPAL GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN

AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 INTERCEPT AGREEMENT.

A general 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 18th DAY OF NOVEMBER, 2015.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Elmer J. Martinez, Mayor

[SEAL]

ATTEST:

By: _____
Casandra Fresquez, City Clerk

Councilor _____ then moved adoption of the foregoing Ordinance, duly seconded by Councilor _____.

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

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

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Elmer J. Martinez, Mayor

[SEAL]

ATTEST:

By: _____
Casandra Fresquez, City Clerk

STATE OF NEW MEXICO
SAN MIGUEL COUNTY
CITY OF LAS VEGAS

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico, met in full conformity with law and the rules and regulations of the Governing Body at the Las Vegas City Hall, 1700 North Grand Avenue, in Las Vegas, New Mexico on the 18th day of November, 2015, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the City Clerk a copy of a proposed Ordinance in final form.

EXHIBIT "A"

Meeting Agenda
of the November 18, 2015
City Council Meeting

(See attached)

STATE OF NEW MEXICO
SAN MIGUEL COUNTY
CITY OF LAS VEGAS

I, Casandra Fresquez, the duly qualified and acting City Clerk of the City of Las Vegas, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the City of Las Vegas, New Mexico (the "Governing Body"), constituting the Governing Body of the Governmental Unit had and taken at a duly called meeting held at the Las Vegas City Hall, 1700 North Grand Avenue, in Las Vegas, New Mexico, on November 18, 2015, at the hour of 6:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2015.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Casandra Fresquez, City Clerk

[SEAL]

\$2,801,121

LOAN AGREEMENT

dated

December 23, 2015

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF LAS VEGAS, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to the BOKF, NA, as trustee under an Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

THIS LOAN AGREEMENT dated December 23, 2015 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF LAS VEGAS, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

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

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of renovation, rehabilitation and repair of the Abe Montoya Recreation Center for the Governmental Unit as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance a Municipal Local Option Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Section 8(B)(4)(b) of the Finance Authority's Amended Rules and Regulations Governing the Public Project Revolving Fund Program; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Ordinance; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

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

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12 and Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Ordinance.

“Additional Payment Obligations” mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required to replenish the Loan Agreement Reserve Account and payments required pursuant to the provisions of Article IX and Article X hereof.

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

“Authorized Officers” means, in the case of the Governmental Unit, the Mayor, the Finance Director, the City Manager and the City Clerk, and, in the case of the Finance Authority, the Chairman, Vice-Chairman 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.

“Blended Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer’s Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

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

“Closing Date” means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

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

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

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

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

“Finance Authority Debt Service Account” means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

“Fiscal Year” means the period beginning 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 duly organized City Council of the Governmental Unit, and any successor governing body of the Governmental Unit.

“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, as successor 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 successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Independent Accountant” means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who: (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intercept Agreement” means the Intercept Agreement dated December 23, 2015, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit “B” hereto.

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

“Loan Agreement” means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Balance” means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on Exhibit “B” hereto.

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

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

“Loan Agreement Reserve Requirement” means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account deposit on the Term Sheet which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (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.

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

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

“Ordinance” means the Governmental Unit Ordinance No. _____ adopted by the Governing Body on November 18, 2015 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

“Parity Obligations” means this Loan Agreement, and any other obligations, now outstanding 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 a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc., or Standard & Poor’s Ratings Services; and (iv) the State Treasurer’s short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means revenues of the Governmental Unit received pursuant to the Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

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

"Processing Fee" means the processing fee to be paid on the Closing Date by the Governmental Unit 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 this Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

"Project" means the project(s) described on the Term Sheet.

"Tax Ordinance" means the Ordinance passed and approved by the Governmental Unit pursuant to the Act on August 9, 1978, with an effective date of July 1, 1979, which imposes a Municipal Local Option Gross Receipts Tax known as the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit.

"Term Sheet" means Exhibit "A" attached hereto.

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

"Unassigned Rights" means the rights of the Finance Authority to receive payment of the Processing Fee, administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit.
The Governmental Unit represents, covenants and warrants:

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

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or

agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less the deposits to the Loan Agreement Reserve Account, if any, the Finance Authority Debt Service Account and the Processing Fee) to the financing of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Financing and Completion of Project. The Project will consist of financing and completing the renovation, rehabilitation and repair of the Abe Montoya Recreation Center for the Governmental Unit. The Project will be financed and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the financing and completion of the Project and to the use of the Pledged Revenues. The Project complies with section 7-19D-9, NMSA 1978, as amended.

(g) Necessity of Project. The financing of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement

constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 5.337 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is _____ years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; (ii) the Loan Agreement Reserve Requirement; and (iii) an amount necessary to pay the Processing Fee and the costs related to issuance of the Bonds, if any.

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

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Tax Ordinance and the Ordinance, shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person

affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, 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.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, are not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto,

including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code.

(x) Pledged Revenues Covenants. The Governing Body has duly adopted the Tax Ordinance imposing the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, 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 Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement based upon the Finance Authority's findings that:

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$22,043, which is less than seventy-five percent (75%) of the State median household income of \$44,886.

(ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement.

Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property, and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof

at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Trustee, the amount shown on the Term Sheet as the Loan Agreement Reserve Account deposit shall be deposited in the Governmental Unit's account maintained in the Loan Agreement Reserve Fund by the Trustee pursuant to the Indenture; and

(c) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

(d) To the Finance Authority, payment in the amount shown on the Term Sheet as the Processing Fee.

ARTICLE V LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account and the Loan Agreement Reserve Account, such accounts being held by the Trustee, and; (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement

shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account and the amount provided in subsection (c) for deposit into the Loan Agreement Reserve Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority and the Loan Agreement Reserve Account shall be established and held by the Trustee, each on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account and Loan Agreement Reserve Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. (A) Monthly, beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is May 1, 2016), and (B) on the first day of each month thereafter, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. (A) Monthly, beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is May 1, 2016), and (B) on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B".

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) As a second charge and lien on the Pledged Revenues received from the Governmental Unit after deposits in (a) and (b) have been made, the Trustee shall transfer and deposit to the Loan Agreement Reserve Account any amounts necessary to replenish the Loan Agreement Reserve Account to the Loan Agreement Reserve Requirement. Moneys in the Loan Agreement Reserve Account shall be held and administered by the Trustee and shall be used only to prevent deficiencies in the payment of the Principal Component and Interest Component of the Loan Agreement Payments resulting from a failure to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service requirements on the Loan; provided, that the final two Interest Components and the final Principal Component on the Loan shall be payable from the Loan Agreement Reserve Account. If funds are withdrawn from the Loan Agreement Reserve Account to pay debt service on the Loan, at the direction of the Finance Authority or the Trustee, additional Pledged Revenues shall be deposited into the Loan Agreement Reserve Account in amounts in equal monthly installments sufficient to restore the amount on deposit therein to the Loan Agreement Reserve Requirement within one (1) year following such withdrawal; provided, that no additional Pledged Revenues shall be intercepted to replenish the Loan Agreement Reserve Account following the transfer of the amount in the Loan Agreement Reserve Account to the Finance Authority Debt Service Account for payment of the final two Interest Components and the final Principal Component.

Notwithstanding any other provisions hereof, the Finance Authority shall have the right to waive the requirement of the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement, and any moneys in the Loan Agreement Reserve Account may, at the written direction of the Finance Authority, be applied to the Finance Authority Debt Service Account, or released to the Governmental Unit for the Project or used for any other purposes provided by law. If amounts in the Loan Agreement Reserve Account are released by the Finance Authority, the references in this Loan Agreement to the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement shall be of no further force and effect.

(d) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account and the Loan Agreement Reserve Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty-five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any

outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account and the Loan Agreement Reserve Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in each respective account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 Agreement to Finance the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the financing and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to finance the Project. The Governmental Unit agrees to finance and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of the Project. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year, does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

ARTICLE VIII
PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 No Prepayment. There is no option to prepay this Loan Agreement in whole or in part.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Government Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX
INDEMNIFICATION

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

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

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

- (a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;
- (b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);
- (c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;
- (d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;
- (e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or
- (f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order

remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

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

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of

Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee 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 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

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

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 Attention: Finance Director; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 201 Third Street N.W., Suite 1400, Albuquerque, New Mexico 87102, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan

has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 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 Loan Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on September 24, 2015, has executed this Loan Agreement in its corporate name; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit 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: _____
Robert P. Coalter, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS
OF THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By: _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By: _____
Daniel Opperman
General Counsel

CITY OF LAS VEGAS, NEW MEXICO

[SEAL]

By: _____
Elmer J. Martinez, Mayor

ATTEST:

By: _____
Casandra Fresquez, City Clerk

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. 3403-PP

Governmental Unit:	City of Las Vegas, New Mexico
Project Description:	Renovation, rehabilitation and repair of the Abe Montoya Recreation Center for the Governmental Unit
Loan Agreement Principal Amount:	\$2,801,121
Disadvantaged Funding Amount:	\$200,000
Pledged Revenues:	Revenues of the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax received pursuant to the Ordinance adopted August 9, 1978, and effective July 1, 1979, imposed pursuant to Section 7-19D-9, NMSA 1978, as amended.
Coverage Ratio:	125%
Distributing State Agency:	State of New Mexico Taxation and Revenue Department
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	125%
Authorizing Legislation:	Ordinance No. _____ adopted on November 18, 2015
Closing Date:	December 23, 2015
Blended Interest Rate:	2.302792%
Program Account Deposit:	\$2,500,000
Loan Agreement Reserve Account Deposit:	\$280,112
Finance Authority Debt Service Account Deposit:	\$0.49
Processing Fee:	\$21,008.41
First Interest Payment Date:	May 1, 2016
First Principal Payment Date:	May 1, 2016

Final Payment Date:

May 1, 2025

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A
LATER DATE IS APPROVED IN WRITING TO THE TRUSTEE AND THE FINANCE
AUTHORITY BY BOND COUNSEL TO THE FINANCE AUTHORITY

EXHIBIT “B”

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$2,801,121 Loan Agreement by and between the City of Las Vegas, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account – City of Las Vegas, New Mexico (2015 Recreation Center Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: _____ **CLOSING DATE:** _____

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Las Vegas, New Mexico (2015 Recreation Center Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Las Vegas, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Las Vegas, New Mexico, shall, and understands its obligation to, complete the financing of the Project from other legally available funds.

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

DATED: _____ **By:** _____
Authorized Officer of Borrower
Title: _____
Print Name and Title

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$2,801,121 Loan Agreement by and between the City of Las Vegas and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

Susen Ellis
Assistant Vice President, Corporate Trust
BOKF, NA
201 Third Street NW, Suite 1400
Albuquerque, New Mexico 87102

LOAN NO.: 3403-PP

CLOSING DATE: December 23, 2015

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

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

DATED: _____

By: _____
Authorized Officer of Governmental Unit

Title: _____
Print Name and Title

\$2,801,121
CITY OF LAS VEGAS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

TRANSCRIPT OF PROCEEDINGS
Loan No. 3403-PP
INDEX

Closing Date: December 23, 2015

1. Open Meetings Act Ordinance No. ____, adopted on ____, 2015
2. Loan Ordinance No. ____, adopted November 18, 2015, Agenda, and Affidavits of Publication of Notice of Intent to Adopt Ordinance and Notice of Adoption of Loan Ordinance in the *Las Vegas Optic*
3. Loan Agreement
4. Intercept Agreement
5. General and No Litigation Certificate
6. Arbitrage and Tax Certificate with Form 8038-G and evidence of filing, and the Finance Authority Tax Representations Certificate
7. Delivery, Deposit and Cross-Receipt Certificate
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Las Vegas, New Mexico
New Mexico Finance Authority
BOKF, NA
Sutin, Thayer & Browne A Professional Corporation

\$2,801,121
CITY OF LAS VEGAS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)	GENERAL AND NO LITIGATION
SAN MIGUEL COUNTY)	CERTIFICATE
CITY OF LAS VEGAS)	

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Mayor, the City Clerk, the Finance Director and Attorney for the City of Las Vegas, New Mexico (the "Governmental Unit") in San Miguel County, and the State of New Mexico (the "State") (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 18, 19, 20, 22, 23, 25, 26 and 27 hereof):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Ordinance No. _____, adopted November 18, 2015 (the "Ordinance") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being the "City of Las Vegas."

2. The Governmental Unit was incorporated in the year 1972.

3. From at least August 21, 2015, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor:	Elmer J. Martinez
Councilors:	[Tonita Gurule-Giron] Vince Howell Joseph Joey Herrera [David Romero]
Finance Director:	Ann Marie Gallegos
City Manager:	_____
City Clerk:	Casandra Fresquez
City Attorney:	David E. Romero, Esq.

4. The population of the Governmental Unit is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

5. There is no reason within our knowledge why the Governmental Unit may not enter into the Loan Agreement and the Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Ordinance.

6. The imposition of the second one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax and its pledge to secure the Loan Agreement have been authorized by law and ordinance and properly imposed and pledged.

7. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.

8. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and the Intercept Agreement. No referendum petition has been filed with respect to the Ordinance under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

9. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Ordinance, and no event of default and no default under the Loan Agreement or the Ordinance has occurred and is continuing on the date of this Certificate.

10. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement and the Intercept Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance, the Loan Agreement and the Intercept Agreement.

11. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement and the Intercept Agreement or to any of the actions required to be taken by the Ordinance, the Loan Agreement or the Intercept Agreement or on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

12. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, Ordinance, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

A. The Governmental Unit's adoption of the Ordinance; or

B. Any action contemplated by or pursuant to the Ordinance, the Loan Agreement or the Intercept Agreement.

13. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Ordinance.

14. To the best of our knowledge and belief, none of the events of default referred to in Article X of the Loan Agreement has occurred.

15. Subsequent to the adoption of the Ordinance, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

16. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

17. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement or the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Ordinance; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Ordinance.

18. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement, the Intercept Agreement and in the Ordinance are true and correct as of the date hereof.

19. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of,

premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

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

21. Regular meetings of the Governing Body have been held at the Las Vegas City Hall, 1700 N. Grand Avenue, in Las Vegas, New Mexico, the principal meeting place of the Governing Body.

22. The Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Ordinance No. 15-___, as adopted and approved by the Governing Body on _____, 2015 establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Ordinance No. 15-___ has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Ordinance was taken at meetings held in compliance with Open Meetings Act Ordinance No. 15-___.

23. The *Las Vegas Optic* is a legal newspaper which is of general circulation in the Governmental Unit.

24. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

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

26. The Mayor and the City Clerk, on the date of the signing of the Loan Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

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

28. This Certificate may be executed in counterparts.

[Signature page follows]

WITNESS our hands and the seal of the Governmental Unit this 23rd day of December, 2015.

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Elmer J. Martinez, Mayor

By: _____
Casandra Fresquez, City Clerk

[SEAL]

By: _____
Ann Marie Gallegos, Finance Director

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 18, 19, 20, 22, 23, 25, 26 and 27 are approved and confirmed.

David E. Romero, Esq., Attorney for the
City of Las Vegas, New Mexico

\$2,801,121
CITY OF LAS VEGAS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)	ARBITRAGE AND TAX
SAN MIGUEL COUNTY)	CERTIFICATE
CITY OF LAS VEGAS)	

On behalf of the City of Las Vegas, New Mexico (the "Governmental Unit"), and in connection with the Loan Agreement dated December 23, 2015 (the "Loan Agreement"), relating to the financing of renovation, rehabilitation and repair of the Abe Montoya Recreation Center for the use of the Governmental Unit, funding the Loan Agreement Reserve Account and paying the Processing Fee (the "Project") as described in the Loan Agreement, and evidencing the Governmental Unit's obligation in the aggregate principal amount of \$2,801,121, the Governmental Unit hereby certifies as follows:

Capitalized terms used in this Certificate have the same meanings as defined in Ordinance No. ____, adopted on November 18, 2015, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Project. The Governmental Unit is entering into the Loan Agreement simultaneously with delivery of this certificate. The Loan Agreement evidences the loan (the "Loan") made by the New Mexico Finance Authority (the "Finance Authority") to provide funds to pay the costs of financing the Project and to pay certain costs incurred in connection with the execution of the Loan Agreement.

2. Security for the Loan Agreement. Debt service on the Loan Agreement will be secured by the pledged revenues described in Exhibit "A" attached to the Loan Agreement (the "Pledged Revenues") sufficient to pay debt service due in connection with the Loan, which Pledged Revenues have been pledged to the Finance Authority pursuant to the Loan Agreement.

3. Finance Authority Public Project Revolving Fund Program. The Governmental Unit acknowledges that the Finance Authority may assign and transfer the Loan Agreement to BOKF, NA, as successor trustee (the "Trustee") pursuant to an Indenture, as defined in the Loan Agreement, and all supplemental Indentures thereto, between the Finance Authority and the Trustee (collectively, the "Indenture"). Pursuant to the Indenture, the Loan Agreement may be pledged as an Additional Pledged Loan (as defined in the Indenture) to the Trustee as additional security for the payment of amounts due on the Finance Authority's previously issued Public Project Revolving Fund Revenue Bonds outstanding at the time of such pledge.

4. Sources and Uses of Loan Funds. The Governmental Unit has received Loan proceeds from the public project revolving fund (as defined in the Act) in the amount of \$2,801,121 from the Finance Authority (the "Proceeds"). The Proceeds do not exceed the amount reasonably necessary for the purposes for which the Loan Agreement was entered into.

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the \$2,500,000 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$2,801,121 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$0.49 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

Proceeds in the amount of \$21,008.41 will be deducted from the Proceeds and paid directly to the Finance Authority as the Processing Fee for the costs of originating and servicing the Loan.

6. Investment of Proceeds. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project; and (ii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Debt Service Account for the immediately preceding bond year or one-twelfth (1/12th) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefor, except for the Finance Authority Debt Service Account and the Loan Agreement Reserve Account.

8. Reserve Account. Proceeds in the amount of \$280,112.10 will be deposited in the Governmental Unit's Loan Agreement Reserve Account in the Agreement Reserve Fund held by the Trustee under the Indenture, which amount does not exceed the least of (i) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; (ii) the maximum annual principal and interest requirements under the Loan Agreement, or (iii) ten percent (10%) of the Loan Agreement Principal Amount. Amounts held in the Governmental Unit's Loan Agreement Reserve Account may be applied to prevent deficiencies in the payment of principal and interest on the Loan Agreement resulting from a

failure by the Governmental Unit to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service on the Loan Agreement.

9. No Disposition of Project. The undersigned reasonably expect that no part of the Project financed with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

10. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be gross proceeds of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto. Pursuant to the Loan Agreement, the Governmental Unit shall be liable for any rebatable arbitrage payable pursuant to Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.

11. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 97-13 of the United States Treasury as modified by Revenue Procedure 2001-39 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

12. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

13. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

14. Information Filing. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-G with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-G as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

15. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

16. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

17. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

18. Economic Life of Project. The weighted average maturity of 5.337 years of the Loan Agreement does not exceed one hundred twenty percent (120%) of the reasonably expected economic life of the Project, which is _____ years.

19. Qualified Tax-Exempt Obligations. The Loan Agreement is a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed \$10,000,000 and the Governmental Unit will not designate more than \$10,000,000 of “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. For purposes of this Section, “aggregated issuer” means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e).

20. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the current calendar year is not reasonably expected to exceed \$5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph 20 for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: December 23, 2015

CITY OF LAS VEGAS, NEW MEXICO

[SEAL]

By: _____
Elmer J. Martinez, Mayor

By: _____
Casandra Fresquez, City Clerk

By: _____
Ann Marie Gallegos, Finance Director

EXHIBIT "B"

NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$2,801,121 Loan Agreement dated December 23, 2015 (the "Loan") from the New Mexico Finance Authority (the "Finance Authority") to the City of Las Vegas, New Mexico (the "Governmental Unit");

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$2,801,121, without accrued interest, and has no present intention of reselling or re-offering the Loan, thereby the "purchase price" of the Loan is \$2,801,121.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 2.302986%.

3. Funding the Loan Agreement Reserve Account with proceeds of the Loan in the amount of \$280,112.10 was required by the Finance Authority as a condition of making the Loan, and is, in the best judgment of the undersigned, reasonably required to provide the Loan at an economical interest rate for the Governmental Unit and is, in the best judgment of the undersigned, established at a level of funding comparable to that found for obligations of similar credit quality as the Loan which were issued or originated within the past year.

4. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 5.337 years.

5. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Tax-Exempt Governmental Bond Issues (Form 8038-G), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this 23rd day of December, 2015.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

\$2,801,121
CITY OF LAS VEGAS, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)	DELIVERY, DEPOSIT AND
SAN MIGUEL COUNTY)	CROSS-RECEIPT CERTIFICATE
CITY OF LAS VEGAS)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk of the City of Las Vegas, New Mexico (the "Governmental Unit"):

1. On the date of this Certificate, the Governmental Unit executed and delivered, or caused to be executed and delivered, a Loan Agreement (the "Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$2,801,121, as authorized by Governmental Unit Ordinance No. ____ (the "Ordinance") adopted on November 18, 2015 relating to the execution and delivery of the Loan Agreement. The undersigned have received \$2,801,121 as proceeds from the Loan Agreement, being the full purchase price therefore.

2. The proceeds of the Loan Agreement will be placed in the funds and accounts created for the deposit of such moneys under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, each by and between the Finance Authority and BOKF, NA as successor Trustee and its successors and assigns, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture, as follows:

Governmental Unit's	
Account in the Program Fund:	\$2,500,000.00
Deposit to Loan Agreement	
Reserve Account:	280,112.10
Deposit to Finance Authority	
Debt Service Account:	.49
Processing Fee paid to the Finance	
Authority:	<u>21,008.41</u>
Total:	<u>\$2,801,121.00</u>

The proceeds of the Loan Agreement will be available to the Governmental Unit upon submittal of a Requisition Form to the Finance Authority in the form attached to the Loan Agreement as Exhibit "C" and will be used as set forth in the Ordinance and the Loan Agreement.

WITNESS our hands this 23rd day of December, 2015.

CITY OF LAS VEGAS, NEW MEXICO

[SEAL]

By: _____
Elmer J. Martinez, Mayor

By: _____
Casandra Fresquez, City Clerk

By: _____
Ann Marie Gallegos, Finance Director

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, on the date of this Certificate, the Finance Authority has received from City of Las Vegas the Loan Agreement.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

[on STB Letterhead]

December 23, 2015

New Mexico Finance Authority
207 Shelby St.
Santa Fe, NM 87501

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

\$2,801,121 New Mexico Finance Authority
Loan to the City of Las Vegas (3403-PP)

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the "Finance Authority") in connection with the \$2,801,121 Loan Agreement (the "Loan Agreement") between the City of Las Vegas, New Mexico (the "Governmental Unit") and the Finance Authority. The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Governmental Unit's Ordinance No. ____, adopted on November 18, 2015 (the "Ordinance"). The Loan Agreement has been executed and delivered to provide funds for a renovation, rehabilitation and repair of the Abe Montoya Recreation Center for the Governmental Unit, to fund the Loan Agreement Reserve Account and to pay the Processing Fee, as described in the Loan Agreement.

We have examined the Loan Agreement, Ordinance and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Governmental Unit contained in the Ordinance and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity:

1. The Ordinance creates a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Municipal Gross Receipts Tax revenues (the "Pledged Revenues") which it purports to create.

2. The Loan Agreement is a valid and binding special limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.

3. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien (but not an exclusive first lien) on the Pledged Revenues and on a parity with the lien thereon of other outstanding obligations secured by a first lien on the Pledged Revenues as set forth in the Loan Agreement. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

4. The Loan Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

5. Assuming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and with the covenants of the Governmental Unit regarding the use, expenditure and investment of Loan Agreement proceeds, interest on the Loan Agreement is excluded from gross income of the owners of the Loan Agreement for purposes of federal income taxation. Failure of the Governmental Unit to comply with its covenants and with the requirements of the Code may cause interest on the Loan Agreement to become includable in gross income for federal income tax purposes retroactive to the date of the Loan Agreement.

6. Interest on the Loan Agreement is excluded from net income of the owners thereof for State of New Mexico income tax purposes.

7. The Loan Agreement may be pledged as an "Additional Pledged Loan" or as a "Loan" under 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 BOKF, NA, as successor trustee (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.

We express no opinion with respect to the provisions of the Loan Agreement and the Ordinance with respect to indemnification or payment of attorneys' fees. Other than as described in this opinion, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of interest on, the Loan Agreement.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico and the federal laws of the United States of America. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no duty to advise you of the same or to undertake to determine or confirm continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Code.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent. This opinion is effective as of this date and we undertake no obligation to update or modify this opinion for any future events or occurrences.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

3679304.doc

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10-7-15 DEPT: Community Development MEETING DATE: 10-21-15

ITEM/TOPIC: Resolution No. 15-42. Abatement of nuisances located at 236 Bernal Street.

ACTION REQUESTED OF COUNCIL:

Approval/ Disapproval of Resolution No. 15-42. Abatement of nuisances located at 236 Bernal Street.

BACKGROUND/RATIONALE:

Property noted above has several nuisances on the property. The property owner started work but didn't continue. No further work has been completed to abate the nuisances. First tag was issued 120 Days ago. Request to grant abatement

STAFF RECOMMENDATION:

Approval of Resolution 15-42.

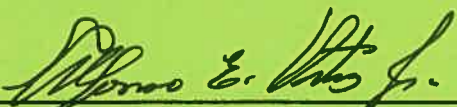
COMMITTEE RECOMMENDATION:

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

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

**CITY OF LAS VEGAS
RESOLUTION NO. 15-42**

A RESOLUTION DECLARING 236 BERNAL STREET WHICH IS OWNED AND CONTROLLED BY PABLO JOAQUIN AND ALFRED LOPEZ TO BE DANGEROUS, COVERED WITH RUINS, RUBBISH, WRECKAGE AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3-18-5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Community Development Department/Code Enforcement as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Pablo Joaquin and Alfred Lopez, whose address is 236 Bernal Street, according to the records at the San Miguel County Assessor's Office and described in said records as "1811 Town of Las Vegas Lt 10" (property code # (1-095-092-067-260-161).

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace and safety of the community and is in violation of City of Las Vegas Ordinance 301 Sections 6 Nuisance Declared; Unsanitary Premises (B); Hazardous Premises (C); Outdoor Vehicle Storage-Inoperable Vehicles (G); as well as Chapter 377-28 Responsibility of property owner to maintain adjacent right-of-way. Items stored on the premises and visible from the public right of way in violations of City ordinances include but are not limited to tin, cars, trucks, boards, dead branches, metals, and weeds.

WHEREAS, the City has posted 2 Certified Red Tags on the Property in plain view of the side walk notifying of the violation on the property. Certified mail was also sent out twice to the property owners noted above. 2 Certified letters were also sent out extending the process a total of 20 days.

WHEREAS, proper notices served upon certified mail and on the property included: a Red Tag Notice of Violation on June 16, 2015; a Notice of Pending Abatement on June 29, 2015; a Letter of Extension on July 9, 2015; a Final Notice on August 6, 2015. In the face of these notices, the nuisances remain and continue to pose a hazard to health, welfare, and safety of the public. Both Red Tags allowed for 10 days to correct the violations noted above.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires

abatement as follows: All weeds, wreckage, rubbish and debris as described above and any other materials in violation of the Ordinance described above shall be removed from the property and properly disposed of.

B. The City shall serve a copy of this resolution on the owner, occupant or agent, including Pablo Joaquin and Alfred Lopez, in charge of the premises as shown by the records of the County Assessors. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3-18-5 D. NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3-18-5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF _____ 2015

Alfonso E. Ortiz Jr, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Dave Romero, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10-7-15

DEPT: Community Development

MEETING DATE: 10-21-15

ITEM/TOPIC: Resolution No. 15-47. Abatement of nuisances located at 831 Chavez Street.

ACTION REQUESTED OF COUNCIL:

Approval/ Disapproval of Resolution No. 15-47. Abatement of nuisances located at 831 Chavez Street.

BACKGROUND/RATIONALE:

Property noted above has several nuisances on the property. The property has not been cleaned or maintained for several years, creating a hazard to the public health, welfare, and safety.

STAFF RECOMMENDATION:

Approval of Resolution 15-47.

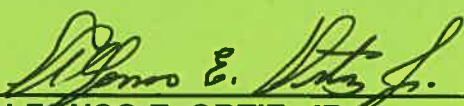
COMMITTEE RECOMMENDATION:

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



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



**ELMER J. MARTINEZ
CITY MANAGER**

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

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

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

**CITY OF LAS VEGAS
RESOLUTION NO. 15-47**

A RESOLUTION DECLARING 831 CHAVEZ STREET WHICH IS OWNED AND CONTROLLED BY DANNY PADILLA & OTHERS TO BE DANGEROUS, COVERED WITH RUINS, RUBBISH, WRECKAGE AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3-18-5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Community Development Department/Code Enforcement as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Danny Padilla and Others, whose address is 8804 Suncrest Avenue SW Albuquerque, NM., according to the records at the San Miguel County Assessor's Office and described in said records as "Subdivision 1811 Town of Las Vegas Blk 15" (property code # 1-094-092-445-218-13.

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301 Sections 6 Nuisance Declared; Unsanitary Premises (B); Hazardous Premises (C); Dangerous/Unsafe Buildings or Structures (H). Items stored on the premises and visible from the public right of way in violations of City ordinances include but are not limited to glass, tin, boards, plastic, weeds, dead branches, Chinese elms, and a dilapidated structure. Walls on the building are deteriorating, and creating a menace for the public.

WHEREAS, the City has posted 2 Certified Red Tags on the Property in plain view of the side walk notifying of the violation on the property. Certified mail was also sent out twice to the property owners noted above. Certified Mail was signed.

WHEREAS, proper notices served upon certified mail and on the property included: a Red Tag Notice of Violation on August 25, 2015; a Notice of Pending Abatement on September 4, 2015. In the face of these notices, the nuisances remain and continue to pose a hazard to health, welfare, and safety of the public. Both Red Tags allowed for 10 days to correct the violations noted above.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All trailers, wreckage, rubbish and debris as described above and

any other materials in violation of the Ordinance described above shall be removed from the property and properly disposed of.

B. The City shall serve a copy of this resolution on the owner, occupant or agent, including Danny Padilla & others, in charge of the premises as shown by the records of the County Assessors. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3-18-5 D. NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3-18-5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF _____ 2015

Alfonso E. Ortiz Jr, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Dave Romero, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/21/15

DEPT: Community Development

MEETING DATE: 10/21/15

ITEM/TOPIC:

Recommendation to adopt Resolution #15-48 in support of MainStreet de Las Vegas' application in the amount of \$50,000 to New Mexico MainStreet for way finding signage in Las Vegas' downtown districts

ACTION REQUESTED OF COUNCIL:

Approval/Disapproval of recommendation to adopt Resolution #15-48 in support of MainStreet de Las Vegas' application in the amount of \$50,000 to New Mexico MainStreet for way finding signage in Las Vegas' downtown districts

BACKGROUND/RATIONALE:

MainStreet de Las Vegas is submitting an application to New Mexico MainStreet for a 2016 appropriation in the amount of \$50,000 for way finding signage. If awarded, the City of Las Vegas will serve as fiscal agent and will commit a minimum of \$6,000 cash match and \$4,000 in-kind match to the project. MainStreet is working collaboratively with the City's Event Planner/Film Liaison to incorporate City brand elements into all signage.

STAFF RECOMMENDATION:

Approval

COMMITTEE RECOMMENDATION:

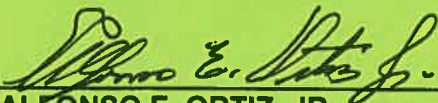
N/A

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

**CITY OF LAS VEGAS
RESOLUTION NO: 15-48**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, IN SUPPORT OF
APPLICATION BY MAINSTREET DE LAS VEGAS FOR NEW MEXICO MAINSTREET
FISCAL YEAR 2016 APPROPRIATION FOR WAY FINDING SIGNAGE**

WHEREAS, the City of Las Vegas supports the revitalization and economic development of its historic commercial core, and

WHEREAS, the City of Las Vegas desires to maintain an economically vital and vibrant town center for its residents, visitors and tourists, and

WHEREAS, the City of Las Vegas sees an economically healthy downtown as one of its critical assets, and

WHEREAS, the City of Las Vegas recognizes its traditional commercial core as representing the unique history and culture of our community, and

WHEREAS, the City of Las Vegas recently completed a comprehensive branding package ("New Adventures Down Old Trails") which includes way finding, and

WHEREAS, the City of Las Vegas fully supports and endorses the application by MainStreet de Las Vegas for way finding signage in the downtown districts in the amount of \$50,000, and

WHEREAS, the City of Las Vegas agrees to serve as fiscal agent for funds.

NOW THEREFORE be it resolved that the City of Las Vegas does hereby support MainStreet de Las Vegas' application to New Mexico MainStreet for \$50,000 for way finding signage in Las Vegas' downtown districts. The City of Las Vegas commits \$10,000 in match and will serve as the fiscal agent.

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

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero, City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/30/15

DEPT: Utilities Dept.

MEETING DATE: 10/21/15

ITEM/TOPIC: Award request for bid #2016-17 for Natural Gas Inventory Supplies as a multiple source award to Mountain States Pipe & Supply, KGM and Secor.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award bid #2016-17 to multiple bidders.

BACKGROUND/RATIONALE: The City of Las Vegas Gas Division went out for bids for natural gas inventory supplies. It is necessary to keep inventory stocked and on hand for gas line repairs as needed. We would like to award to all bidders as prices are lower on different materials for each vendor.

Advertised:	09/16/15; Las Vegas Optic, Albuquerque Journal and City Website.	
Bid Opening:	September 30, 2015	
Number of Bidders:	3	
Lowest Bidder:	Mountain States Pipe & Supply	} See attached Bid Tabulation for Pricing
	KGM	
	Secor	
Funding Source:	City Budget	
Budget Line Item:	620-0000-610-7407	

STAFF RECOMMENDATION: Award bid to multiple bidders.

COMMITTEE RECOMMENDATION: This item will be discussed at the October 13, 2015 regular Utility Advisory Committee Meeting. 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.

KLG by S. Muniz

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Alfonso E. Ortiz Jr.

ALFONSO E. ORTIZ, JR.
MAYOR

Elmer J. Martinez

ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., September 30, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID NATURAL GAS INVENTORY SUPPLIES

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 NORTH GRAND, LAS VEGAS, NM

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 NORTH GRAND, LAS VEGAS, NM

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: REBID NATURAL GAS INVENTORY SUPPLIES, Opening No. 2016-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-17

Date Issued: 9-11-15

Date Issued: Published:

Albuquerque Journal September 16, 2015
Las Vegas Optic September 16, 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, September 30 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for OCTOBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or Initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I _____, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this _____ day of _____, 20____.

(SEAL)

Signature

Notary Public Signature
My Commission Expires: _____

CITY OF LAS VGAS

BID ITEM (S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM	DESCRIPTION	UNIT PRICE
1.	Roots-Series B3 Line Mount Meter's 11-M175 (TC)-4" Flange 8 Bolt	<hr/>
2.	American 425 Natural Gas Meter	<hr/>
3.	American AC 630 Natural Gas Meter	<hr/>
4.	750/1600 Natural Gas Meter w/max working pressure 100lb – w/standard connections 45LT	<hr/>
5.	1000 Natural Gas Meter working pressure 25lb	
6.	Model-441-57S Self-Operated Low and High Pressure Large Capacity Regulators 4" 8 Bolt Flange ASME	<hr/>
7.	Model-046-2Field High Pressure Service Regulator 1"x1"	<hr/>
8.	275 TC Meter w/1" connections, galvanized. One side insulated. Or equal	<hr/>
9.	2" x 2" 243-8-2 regulator IRV, 6" to 14" spring, w/3/8" orifice. Or equal	<hr/>
10.	2" x 2" 243-HP Regulator, IRV w/1/2" orifice. 3 PSI to 10 PSI or equal to	<hr/>
11.	1" x1" 143-80-2 regulator. IRV 6" to 14" spring. 3/8" orifice. Or equal	<hr/>
12.	3/4" x 3/4" Model 496 regulator. IRV 6" to 14" spring. 1/8" orifice. Or equal	<hr/>
13.	1" x 1" 143-80-2 HP regulator IRV 2 -6 PSI, 3/8" orifice. Or equal	<hr/>
14.	1" x 1" Model 496 regulator IRV 6" to 14" spring. 1/8" orifice. Or equal	<hr/>
15.	2 x 2-243-RPC-B Regulator. 1/2" orifice – 10 PSIG-35 PSI. Or equal	<hr/>
16.	45LT x 1 1/4" galvanized gas meter connection Per Set	<hr/>
17.	45LT x 1 1/4" galvanized insulated gas meter connection. Per Set Insulated	<hr/>

18. 20LT x 1" M.P.T. galvanized swivel & nut Per Set - Insulated _____
19. ¾" Polyethylene Gas Pipe Performance Pipe PE 3408– A.S.T.M-D-2513 or equal _____
20. 1" Polyethylene Gas Pipe Performance Pipe PE 3408– A.S.T.M-D-2513 or equal _____
21. 1 ¼" Polyethylene Gas Pipe Performance Pipe PE 3408– A.S.T.M-D-2513 or equal _____
22. 2" Polyethylene Gas Pipe Performance Pipe PE 3408 – A.S.T.M-D-2513 or equal _____
23. 4" Polyethylene Gas Pipe Performance Pipe PE 3408– A.S.T.M-D-2513 or equal _____
24. 4" IPS Transition fitting steel weld end x PE 3408 butt connection– A.S.T.M-D-2513 _____
25. 2" IPS Transition fitting steel weld end x PE 3408 Butt connection– A.S.T.M-D-2513 _____
26. 1" IPS Transition fitting steel weld end x PE 3408 Butt connection– A.S.T.M-D-2513 _____
27. PQ-11-Bypass Tee 2" IPS main x 2" IPS Abandonment outlet Part#-5662-17-1017-00 Continental Industries _____
28. 4" PE 3408 butt fusion connection cap– A.S.T.M-D-2513 _____
29. 2" PE 3408 butt fusion connection cap– A.S.T.M-D-2513 _____
30. 1" PE 3408 butt fusion connection cap– A.S.T.M-D-2513 _____
31. 4"x 2 PE 3408 butt fusion connection – A.S.T.M-D-2513 Reducer _____
32. 2" x 1" PE 3408 butt fusion connection – A.S.T.M-D-2513 Reducer _____
33. 1 1/4" x 1" PE 3408 butt fusion connection Reducer _____
34. 1" x 3/4" PE 3408 butt fusion connection Reducer _____
35. 1 1/4" x 2" PE 3408 butt fusion connection Reducer _____
36. 1 1/4" PE 3408 butt fusion connection cap _____

37. 2" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513
Tee

38. 4" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513
Tee

39. 1" PE 3408 butt fusion connection 90 degree
elbow-A.S.T.M-D2513

40. 1 1/4" PE 3408 butt fusion connection 90 degree
elbow– A.S.T.M-D-2513

41. 2" PE 3408 butt fusion connection 90 degree elbow–
A.S.T.M-D-2513

42. 4" PE 3408 butt fusion connection 90 degree elbow–
A.S.T.M-D-2513

43. 2" x 1" PE tapping tee assembly– A.S.T.M-D-2513

44. 2" x 2" PE tapping tee assembly– A.S.T.M-D-2513

45. 4" x 1" PE tapping tee assembly

46. 4" x 2" PE tapping tee assembly

Note: Tapping tee assemblies to be adaptable to performance pipe PE
3408 fusion connections or equal

47. Anodeless service riser. 1" IPS x 1" NPT-SDR-11-P.E.
3408 R.W. Lyall or equal– A.S.T.M-D-2513

48. Anodeless service riser. 2" NPT x 2" IPS SDR11-P.E. 3408
R.W. Lyall or equal– A.S.T.M-D-2513

49. 2" PE 3408 Valve– A.S.T.M-D-2513

50. 4" PE 3408 Valve– A.S.T.M-D-2513

51. 2" x 2"-175 Mueller Lubeseal in line pvc valve

52. 2" x 1" gas service saddle PVC w/compression outlet.
Continental #5361-1014 or equal

53. 1 1/4" pipe joint clamp MB Skinner #089862 or equal

54. 1 1/2" pipe joint clamp MB Skinner #089861 or equal

55. 2" pipe joint clamp MB Skinner #089860 or equal

56. 4" line stopper fitting 250 P.S.I. Mueller #H17190 or equal

- | | | |
|-----|--|-------|
| 57. | 2" line stopper fitting 250 P.S.I. Mueller #H17190 or equal | _____ |
| 58. | 2" plug valve, lubricated w/flange connection. CI for gas | _____ |
| 59. | 2" plug valve, lubricated w/threaded ends. CI for gas | _____ |
| 60. | 4" plug valve, lubricated w/flange ends. CI for gas | _____ |
| 61. | Meter barrel lock. Mueller #504979 or equal | _____ |
| 62. | 3" line stoppers fittings 250. P.S.I. Mueller | _____ |
| 63. | ¾" Mueller steel auto perf tee or equal | _____ |
| 64. | 1" Mueller steel autoperf tee or equal | _____ |
| 65. | 3/4" IPS x 1" IPS transition Punch Tee | _____ |
| 66. | Thermoweld cartridge #15 CP Box of 20 | _____ |
| 67. | 2" PVC to PVC compression for gas | _____ |
| 68. | 1" PVC T PVC compression coupling for gas | _____ |
| 69. | Lock wing iron body meter stop Inlet: 1" inside I.P. thread
Outlet: 1" insulated union coupling w/inside I.P. thread.
Finish: black or brass. 175 P.S.I. | _____ |
| 70. | Lock wing Iron body meter stop Inlet: 1" inside I.P. thread
Outlet: 1" inside I.P. thread Finish: Black or brass 175 P.S.I. | _____ |
| 71. | Tinker & Razor Half Cell reference electrodes
Model-6-B-cucu 504 Half cell 1/ ¼" x 6" | _____ |
| 72. | CuCu-504 crystals 1lb. 3ox bottle P#04-9011 | _____ |
| 73. | Ceramic Tip Assembly- Pointed
P#118-027 | _____ |
| 74. | 2 x 1 – PE 4710 HDPE Tapping Tee w/Rectangular Base &
Model EFVEB-BB7YY00 | _____ |
| 75. | 4 x 1 –PE-4710-HDPE Tapping Tee w/Rectangular Base &
model EFVEB-BB7YY00 Excess Flow Valve | _____ |
| 76. | Excess Flow Valve Model B – w/minimum Trip Point of
525SCFit @ 10 P.S.I. Stick Type | _____ |
| 77. | 2" PVC to 2" IPS Transition Fitting | _____ |
| 78. | Valve Boxes Plastic for 2" to 3" FP Valve-31 | _____ |

79.	Valve Supports for 2" Valve	_____
80.	Valve Supports for 4" Valve	_____
81.	Trenton wax tape 6"x9' (16 rolls per case)	_____
82.	Trenton wax tape primer brown (4 gal per case)	_____
83.	Barricade tape Gas Line Below yellow & black (8 rolls per case)	_____
84.	#12 Solid BC .030 w/yellow tracer wire 500 ft (500 ft rolls/ 4 rolls per case)	_____
85.	Harveys 10 mil Pipe Wrap 2" x 100' (24 per case)	_____
86.	Magnesium—Anode – HC – Potential – 32lb	_____
87.	Magnesium – Anodes – 5lbs H.C	_____
88.	Magnesium-Anodes-9lb H.C.	_____
89.	Magnesium – Anodes – 17lbs H.C	_____
90.	Magnesium – Anodes – 50lbs H.C	_____

Note:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. All items to be F.O.B. City of Las Vegas, Utility Center, 905 12th Street Las Vegas, NM 87701.
3. Unit Price Includes Freight and Sales Tax on taxable item on unit bid.
4. The City of Las Vegas reserves the right to award bid on an individual item basis.
5. Item 13, R275 meter, maximum allowable operating pressure to be 5 PSI. To be equipped with 1" Connection.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 30-Sep-2015

TIME: 2:00PM

OPENING NO.: 2016-17

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

DEPARTMENT: UTILITIES GAS

ITEM(S): REBID NATURAL GAS INVENTORY SUPPLIES

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Mountain State Pipe & Supply	award pending		✓	✓
2 KGM	award pending		✓	✓
3 Mountain State Pipe & Supply (duplicate)			✓	✓
4 Secor	award pending		✓	✓
5				
6				

COMPANY REPRESENTATIVE

COMPANY NAME

[Signature]
[Signature]

City of Las Vegas Gas
CLV

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

OPENED BY: FINANCE DEPARTMENT

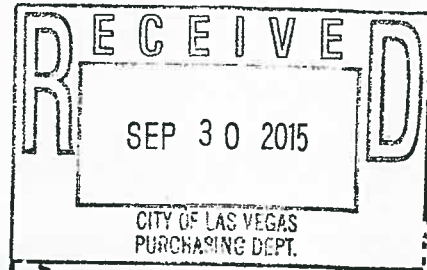
DATE: 9/30/15

DATE: 9/30/15

COPIES TAKEN BY:

DATE: 9/30/2015

- Copy -



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., September 30, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID NATURAL GAS INVENTORY SUPPLIES

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 NORTH GRAND, LAS VEGAS, NM

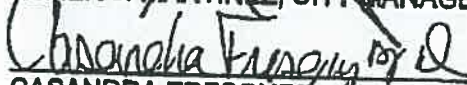
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 NORTH GRAND, LAS VEGAS, NM

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: REBID NATURAL GAS INVENTORY SUPPLIES, Opening No. 2016-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-17

Date Issued: 9-11-15

Date Issued: Published:

Albuquerque Journal

Las Vegas Optic

City website: www.lasvegasnm.gov

September 16, 2015

September 16, 2015

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any Insubstantial Irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, ~~September 30~~ 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for OCTOBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is Incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 84-0441361

SOCIAL SECURITY NUMBER: _____

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Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

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The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

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The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

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Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: MOUNTAIN STATES PIPE & SUPPLY
AUTHORIZED AGENT: SCOTT VANTEYLINGEN
ADDRESS: 111 W. LAS VEGAS STREET, COLO SPRGS, CO 80903
TELEPHONE NUMBER (719) 634-5555
FAX NUMBER (719) 634-5551
DELIVERY: STOCK - 30 DAYS
STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A
NEW MEXICO CONTRACTORS LICENSE NO.: N/A
BID ITEM (S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF COLORADO

COUNTY OF EL PASO

I SCOTT VANTEYLINGEN, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 28th day of SEPTEMBER, 2015.

(SEAL)

Signature

Notary Public Signature

My Commission Expires: 08/26/19

CAROL A. JENNINGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994024021
MY COMMISSION EXPIRES AUGUST 26, 2019

CITY OF LAS VEGAS

BID ITEM(S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM	DESCRIPTION	UNIT PRICE
1.	Roots-Series B3 Line Mount Meter's 11-M175 (TC)-4" Flange 8 Bolt	<u>NO BID</u>
2.	American 425 Natural Gas Meter	<u>\$536⁰⁰</u>
3.	American AC 630 Natural Gas Meter	<u>\$1063⁶⁰</u>
4.	750/1600 Natural Gas Meter w/max working pressure 100lb - w/standard connections 45LT	<u>\$3085⁸⁰</u>
5.	1000 Natural Gas Meter working pressure 25lb	<u>NO BID</u>
6.	Model-441-57S Self-Operated Low and High Pressure Large Capacity Regulators 4" 8 Bolt Flange ASME	
7.	Model-046-2Field High Pressure Service Regulator 1"x1"	<u>NO BID</u>
8.	275 TC Meter w/1" connections, galvanized. One side Insulated. Or equal	<u>\$185⁰⁰</u>
9.	2" x 2" 243-8-2 regulator IRV, 6" to 14" spring, w/3/4" orifice. Or equal	<u>NO BID</u>
10.	2" x 2" 243-HP Regulator, IRV w/1/2" orifice. 3 PSI to 10 PSI or equal to	<u>NO BID</u>
11.	1" x 1" 143-80-2 regulator. IRV 6" to 14" spring. 3/8" orifice. Or equal	<u>NO BID</u>
12.	3/4" x 3/4" Model 496 regulator. IRV 6" to 14" spring. 1/8" orifice. Or equal	<u>NO BID</u>
13.	1" x 1" 143-80-2 HP regulator IRV 2-6 PSI, 3/8" orifice. Or equal	<u>NO BID</u>
14.	1" x 1" Model 496 regulator IRV 6" to 14" spring. 1/8" orifice. Or equal	<u>NO BID</u>
15.	2 x 2-243-RPC-B Regulator. 1/2" orifice - 10 PSIG-35 PSI. Or equal	<u>NO BID</u>
16.	45LT x 1 1/4" galvanized gas meter connection Per Set	<u>\$27⁸⁴</u> 5 PC MIN
17.	45LT x 1 1/4" galvanized insulated gas meter connection. Per Set Insulated	<u>\$29⁰⁰</u> 5 PC MIN

18.	20LT x 1" M.P.T. galvanized swivel & nut Per Set - Insulated	<u>\$ 13⁶²</u> 50 PCS MIN
19.	3/4" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	<u>NO BID</u>
20.	1" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	<u>NO BID</u>
21.	1 1/4" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	<u>NO BID</u>
22.	2" Polyethylene Gas Pipe Performance Pipe PE 3408 - A.S.T.M-D-2513 or equal	<u>NO BID</u>
23.	4" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	<u>NO BID</u>
24.	4" IPS Transition fitting steel weld end x PE 3408 butt connection- A.S.T.M-D-2513	<u>NO BID</u>
25.	2" IPS Transition fitting steel weld end x PE 3408 Butt connection- A.S.T.M-D-2513	<u>NO BID</u>
26.	1" IPS Transition fitting steel weld end x PE 3408 Butt connection- A.S.T.M-D-2513	<u>NO BID</u>
27.	PQ-11-Bypass Tee 2" IPS main x 2" IPS Abandonment outlet Part#-5662-17-1017-00 Continental Industries	<u>NO BID</u>
28.	4" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	<u>\$ 18.18 / 10</u> PC MIN
29.	2" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	<u>\$ 3.93 / 10</u> PC MIN
30.	1" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	<u>\$ 8.25 / 10</u> PC MIN
31.	4"x 2 PE 3408 butt fusion connection - A.S.T.M-D-2513 Reducer	<u>\$ 19.17 / 10</u> PC MIN
32.	2" x 1" PE 3408 butt fusion connection - A.S.T.M-D-2513 Reducer	<u>\$ 11.88 / 10</u> PC MIN
33.	1 1/4" x 1" PE 3408 butt fusion connection Reducer	<u>\$ 13.38 / 10</u> PC MIN
34.	1" x 3/4" PE 3408 butt fusion connection Reducer	<u>\$ 9.57 / 10</u> PC MIN
35.	1 1/4" x 2" PE 3408 butt fusion connection Reducer	<u>\$ 12.12 / 10</u> PC MIN
36.	1 1/4" PE 3408 butt fusion connection cap	<u>\$ 5.49 / 10</u> PC MIN

- | | | |
|--|---|--------------------------------------|
| 37. | 2" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513 Tee | <u>\$9⁶⁵ / 10 PC MIN</u> |
| 38. | 4" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513 Tee | <u>\$32⁴⁶ / 4 PC MIN</u> |
| 39. | 1" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D2513 | <u>\$9¹⁵ / 10 PC MIN</u> |
| 40. | 1 1/4" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D-2513 | <u>\$10²⁵ / 10 PC MIN</u> |
| 41. | 2" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D-2513 | <u>\$8¹⁶ / 10 PC MIN</u> |
| 42. | 4" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D-2513 | <u>\$25²⁰ / 4 PC MIN</u> |
| 43. | 2" x 1" PE tapping tee assembly- A.S.T.M-D-2513 | <u>NO BID</u> |
| 44. | 2" x 2" PE tapping tee assembly- A.S.T.M-D-2513 | <u>NO BID</u> |
| 45. | 4" x 1" PE tapping tee assembly | <u>NO BID</u> |
| 46. | 4" x 2" PE tapping tee assembly | <u>NO BID</u> |
| Note: Tapping tee assemblies to be adaptable to performance pipe PE 3408 fusion connections or equal | | |
| 47. | Anodeless service riser. 1" IPS x 1" NPT-SDR-11-P.E. 3408 R.W. Lyall or equal- A.S.T.M-D-2513 | <u>\$64³⁵ / 10 PC MIN</u> |
| 48. | Anodeless service riser. 2" NPT x 2" IPS SDR11-P.E. 3408 R.W. Lyall or equal- A.S.T.M-D-2513 | <u>\$185⁰⁰ / 5 PC MIN</u> |
| 49. | 2" PE 3408 Valve- A.S.T.M-D-2513 | <u>NO BID</u> |
| 50. | 4" PE 3408 Valve- A.S.T.M-D-2513 | <u>NO BID</u> |
| 51. | 2" x 2"-175 Mueller Lubeseal in line pvc valve | <u>NO BID</u> |
| 52. | 2" x 1" gas service saddle PVC w/compression outlet. Continental #5361-1014 or equal | <u>NO BID</u> |
| 53. | 1 1/4" pipe joint clamp MB Skinner #089862 or equal | <u>NO BID</u> |
| 54. | 1 1/2" pipe joint clamp MB Skinner #089861 or equal | <u>NO BID</u> |
| 55. | 2" pipe joint clamp MB Skinner #089860 or equal | <u>NO BID</u> |
| 56. | 4" line stopper fitting 250 P.S.I. Mueller #H17190 or equal | <u>\$170³⁹ / 4 PC MIN</u> |

57.	2" line stopper fitting 250 P.S.I. Mueller #H17190 or equal	<u>\$ 72⁷⁶ / 6 PC MIN</u>
58.	2" plug valve, lubricated w/flange connection. CI for gas	<u>NO BID</u>
59.	2" plug valve, lubricated w/threaded ends. CI for gas	<u>NO BID</u>
60.	4" plug valve, lubricated w/flange ends. CI for gas	<u>NO BID</u>
61.	Meter barrel lock. Mueller #504979 or equal	<u>\$ 10.⁰⁰ / 50 PC MIN</u>
62.	3" line stoppers fittings 250. P.S.I. Mueller	<u>\$ 147⁹⁶ / 5 PC MIN</u>
63.	¾" Mueller steel auto perf tee or equal	<u>\$ 25⁸¹ / 25 PC MIN</u>
64.	1" Mueller steel autoperf tee or equal	<u>\$ 33⁸⁴ / 25 PC MIN</u>
65.	3/4" IPS x 1" IPS transition Punch Tee	<u>\$ 69³⁶ / 10 PC MIN</u>
66.	Thermoweld cartridge #15 CP Box of 20	<u>NO BID</u>
67.	2" PVC to PVC compression for gas	<u>NO BID</u>
68.	1" PVC T PVC compression coupling for gas	<u>NO BID</u>
69.	Lock wing iron body meter stop Inlet: 1" Inside I.P. thread Outlet: 1" insulated union coupling w/inside I.P. thread. Finish: black or brass. 175 P.S.I.	<u>\$ 49⁶² / 10 PC MIN</u>
70.	Lock wing iron body meter stop Inlet: 1" Inside I.P. thread Outlet: 1" inside I.P. thread Finish: Black or brass 175 P.S.I.	<u>\$ 33⁹⁴ / 15 PC MIN</u>
71.	Tinker & Razor Half Cell reference electrodes Model-6-B-cucu 504 Half cell 1/¼" x 6"	<u>NO BID</u>
72.	CuCu-504 crystals 1lb. 3oz bottle P#04-9011	<u>NO BID</u>
73.	Ceramic Tip Assembly- Pointed P#118-027	<u>NO BID</u>
74.	2 x 1 – PE 4710 HDPE Tapping Tee w/Rectangular Base & Model EFVEB-BB7YY00	<u>NO BID</u>
75.	4 x 1 – PE-4710-HDPE Tapping Tee w/Rectangular Base & model EFVEB-BB7YY00 Excess Flow Valve	<u>NO BID</u>
76.	Excess Flow Valve Model B – w/minimum Trip Point of 525SCFt @ 10 P.S.I. Stick Type	<u>NO BID</u>
77.	2" PVC to 2" IPS Transition Fitting	<u>NO BID</u>
78.	Valve Boxes Plastic for 2" to 3" FP Valve-31	<u>NO BID</u>

79.	Valve Supports for 2" Valve	<u>NO BID</u>
80.	Valve Supports for 4" Valve	<u>NO BID</u>
81.	Trenton wax tape 6"x9' (16 rolls per case)	<u>NO BID</u>
82.	Trenton wax tape primer brown (4 gal per case)	<u>NO BID</u>
83.	Barricade tape Gas Line Below yellow & black (8 rolls per case)	<u>\$18⁵⁰/ROLL</u> 8 ROLL MIN
84.	#12 Solid BC .030 w/yellow tracer wire 500 ft (500 ft rolls/ 4 rolls per case) SOLID COPPER 45 MIL	<u>.20/LF</u> 2000' MIN
85.	Harveys 10 mil Pipe Wrap 2" x 100' (24 per case)	<u>NO BID</u>
86.	Magnesium-Anode - HC - Potential - 32lb	<u>NO BID</u>
87.	Magnesium - Anodes - 5lbs H.C	<u>NO BID</u>
88.	Magnesium-Anodes-9lb H.C.	<u>NO BID</u>
89.	Magnesium - Anodes - 17lbs H.C	<u>NO BID</u>
90.	Magnesium - Anodes - 50lbs H.C	<u>NO BID</u>

Note:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. All items to be F.O.B. City of Las Vegas, Utility Center, 905 12th Street Las Vegas, NM 87701.
3. Unit Price includes Freight and Sales Tax on taxable item on unit bid.
4. The City of Las Vegas reserves the right to award bid on an individual item basis.
5. Item 13, R275 meter, maximum allowable operating pressure to be 5 PSI. To be equipped with 1" Connection.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature _____

Date _____

Title (position) _____

-OR-

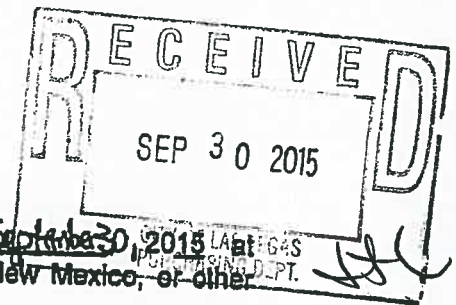
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature 

Date 9/28/15

COO
Title (Position)

COPY
REQUEST FOR BIDS



The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., September 30, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID NATURAL GAS INVENTORY SUPPLIES

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 NORTH GRAND, LAS VEGAS, NM

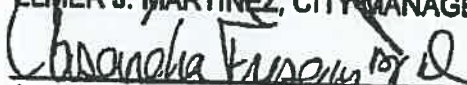
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 NORTH GRAND, LAS VEGAS, NM

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: REBID NATURAL GAS INVENTORY SUPPLIES, Opening No. 2016-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-17

Date Issued: 9-11-15

Date Issued: Published:

Albuquerque Journal

Las Vegas Optic

City website: www.lasvegasnm.gov

September 16, 2015

September 16, 2015

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any Insubstantial Irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, ~~September 30~~ 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for OCTOBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is Incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 84-0441361

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City Issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: MOUNTAIN STATES PIPE & SUPPLY
AUTHORIZED AGENT: SCOTT VANTEYLINGEN
ADDRESS: 111 W. LAS VEGAS STREET, COLO SPRS, CO 80903
TELEPHONE NUMBER (719) 634-5555
FAX NUMBER (719) 634-5551
DELIVERY: STOCK - 30 DAYS
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NEW MEXICO CONTRACTORS LICENSE NO.: N/A
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AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF COLORADO
COUNTY OF EL PASO

I, SCOTT VANTEYLINGEN, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 28th day of SEPTEMBER, 2015.

(SEAL)

[Signature]
Signature

[Signature]
Notary Public Signature
My Commission Expires: 08/26/19

CAROL A. JENNINGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994024021
MY COMMISSION EXPIRES AUGUST 26, 2019

CITY OF LAS VEGAS

BID ITEM (S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM	DESCRIPTION	UNIT PRICE
1.	Roots-Series B3 Line Mount Meter's 11-M175 (TC)-4" Flange 8 Bolt	<u>NO BID</u>
2.	American 425 Natural Gas Meter	<u>\$536⁰⁰</u>
3.	American AC 630 Natural Gas Meter	<u>\$1063⁶⁰</u>
4.	750/1600 Natural Gas Meter w/max working pressure 100lb - w/standard connections 45LT	<u>\$3085⁸⁰</u>
5.	1000 Natural Gas Meter working pressure 25lb	<u>NO BID</u>
6.	Model-441-575 Self-Operated Low and High Pressure Large Capacity Regulators 4" 8 Bolt Flange ASME	<u>NO BID</u>
7.	Model-046-2Field High Pressure Service Regulator 1"x1"	<u>NO BID</u>
8.	275 TC Meter w/1" connections, galvanized. One side Insulated. Or equal	<u>\$185⁰⁰</u>
9.	2" x 2" 243-8-2 regulator IRV, 6" to 14" spring, w/3/4 orifice. Or equal	<u>NO BID</u>
10.	2" x 2" 243-HP Regulator, IRV w/1/2" orifice. 3 PSI to 10 PSI or equal to	<u>NO BID</u>
11.	1" x 1" 143-80-2 regulator. IRV 6" to 14" spring. 3/8" orifice. Or equal	<u>NO BID</u>
12.	3/4" x 3/4" Model 496 regulator. IRV 6" to 14" spring. 1/8" orifice. Or equal	<u>NO BID</u>
13.	1" x 1" 143-80-2 HP regulator IRV 2-6 PSI, 3/8" orifice. Or equal	<u>NO BID</u>
14.	1" x 1" Model 496 regulator IRV 6" to 14" spring. 1/8" orifice. Or equal	<u>NO BID</u>
15.	2 x 2-243-RPC-B Regulator. 1/2" orifice - 10 PSIG-35 PSI. Or equal	<u>NO BID</u>
16.	45LT x 1 1/4" galvanized gas meter connection Per Set	<u>\$27⁸⁴</u> 5 PC MIN
17.	45LT x 1 1/4" galvanized insulated gas meter connection. Per Set Insulated	<u>\$29⁰⁰</u> 5 PC MIN

18.	20LT x 1" M.P.T. galvanized swivel & nut Per Set - Insulated	<u>\$ 13⁶²</u> 50 PCS MIN
19.	3/4" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	<u>NO BID</u>
20.	1" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	<u>NO BID</u>
21.	1 1/4" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	<u>NO BID</u>
22.	2" Polyethylene Gas Pipe Performance Pipe PE 3408 - A.S.T.M-D-2513 or equal	<u>NO BID</u>
23.	4" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	<u>NO BID</u>
24.	4" IPS Transition fitting steel weld end x PE 3408 butt connection- A.S.T.M-D-2513	<u>NO BID</u>
25.	2" IPS Transition fitting steel weld end x PE 3408 Butt connection- A.S.T.M-D-2513	<u>NO BID</u>
26.	1" IPS Transition fitting steel weld end x PE 3408 Butt connection- A.S.T.M-D-2513	<u>NO BID</u>
27.	PQ-11-Bypass Tee 2" IPS main x 2" IPS Abandonment outlet Part#-5662-17-1017-00 Continental Industries	<u>NO BID</u>
28.	4" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	<u>\$ 18.18 / 10</u> PC MIN
29.	2" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	<u>\$ 3.93 / 10</u> PC MIN
30.	1" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	<u>\$ 8.25 / 10</u> PC MIN
31.	4"x 2 PE 3408 butt fusion connection - A.S.T.M-D-2513 Reducer	<u>\$ 19.17 / 10</u> PC MIN
32.	2" x 1" PE 3408 butt fusion connection - A.S.T.M-D-2513 Reducer	<u>\$ 11.88 / 10</u> PC MIN
33.	1 1/4" x 1" PE 3408 butt fusion connection Reducer	<u>\$ 13.38 / 10</u> PC MIN
34.	1" x 3/4" PE 3408 butt fusion connection Reducer	<u>\$ 9.57 / 10</u> PC MIN
35.	1 1/4" x 2" PE 3408 butt fusion connection Reducer	<u>\$ 12.12 / 10</u> PC MIN
36.	1 1/4" PE 3408 butt fusion connection cap	<u>\$ 5.49 / 10</u> PC MIN

- | | | |
|--|---|---------------------------------------|
| 37. | 2" PE 3408 butt fusion connection Tee - A.S.T.M-D-2513 Tee | <u>\$ 9⁶⁵ / 10 PC MIN</u> |
| 38. | 4" PE 3408 butt fusion connection Tee - A.S.T.M-D-2513 Tee | <u>\$ 32⁴⁶ / 4 PC MIN</u> |
| 39. | 1" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D-2513 | <u>\$ 9¹⁵ / 10 PC MIN</u> |
| 40. | 1 1/4" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D-2513 | <u>\$ 10²⁵ / 10 PC MIN</u> |
| 41. | 2" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D-2513 | <u>\$ 8¹⁶ / 10 PC MIN</u> |
| 42. | 4" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D-2513 | <u>\$ 25²⁰ / 4 PC MIN</u> |
| 43. | 2" x 1" PE tapping tee assembly- A.S.T.M-D-2513 | <u>NO BID</u> |
| 44. | 2" x 2" PE tapping tee assembly- A.S.T.M-D-2513 | <u>NO BID</u> |
| 45. | 4" x 1" PE tapping tee assembly | <u>NO BID</u> |
| 46. | 4" x 2" PE tapping tee assembly | <u>NO BID</u> |
| Note: Tapping tee assemblies to be adaptable to performance pipe PE 3408 fusion connections or equal | | |
| 47. | Anodeless service riser. 1" IPS x 1" NPT-SDR-11-P.E. 3408 R.W. Lyall or equal- A.S.T.M-D-2513 | <u>\$ 64³⁵ / 10 PC MIN</u> |
| 48. | Anodeless service riser. 2" NPT x 2" IPS SDR11-P.E. 3408 R.W. Lyall or equal- A.S.T.M-D-2513 | <u>\$ 185⁰⁰ / 5 PC MIN</u> |
| 49. | 2" PE 3408 Valve- A.S.T.M-D-2513 | <u>NO BID</u> |
| 50. | 4" PE 3408 Valve- A.S.T.M-D-2513 | <u>NO BID</u> |
| 51. | 2" x 2"-175 Mueller Lubeseal in line pvc valve | <u>NO BID</u> |
| 52. | 2" x 1" gas service saddle PVC w/compression outlet. Continental #5361-1014 or equal | <u>NO BID</u> |
| 53. | 1 1/4" pipe joint clamp MB Skinner #089862 or equal | <u>NO BID</u> |
| 54. | 1 1/2" pipe joint clamp MB Skinner #089861 or equal | <u>NO BID</u> |
| 55. | 2" pipe joint clamp MB Skinner #089860 or equal | <u>NO BID</u> |
| 56. | 4" line stopper fitting 250 P.S.I. Mueller #H17190 or equal | <u>\$ 170³⁹ / 4 PC MIN</u> |

57.	2" line stopper fitting 250 P.S.I. Mueller #H17190 or equal	<u>\$ 72⁷⁶ / 6 PC MIN</u>
58.	2" plug valve, lubricated w/flange connection. CI for gas	<u>NO BID</u>
59.	2" plug valve, lubricated w/threaded ends. CI for gas	<u>NO BID</u>
60.	4" plug valve, lubricated w/flange ends. CI for gas	<u>NO BID</u>
61.	Meter barrel lock. Mueller #504979 or equal	<u>\$ 10.⁰⁰ / 50 PC MIN</u>
62.	3" line stoppers fittings 250. P.S.I. Mueller	<u>\$ 147⁹⁶ / 5 PC MIN</u>
63.	3/4" Mueller steel auto perf tee or equal	<u>\$ 25⁸¹ / 25 PC MIN</u>
64.	1" Mueller steel autoperf tee or equal	<u>\$ 33⁸⁴ / 25 PC MIN</u>
65.	3/4" IPS x 1" IPS transition Punch Tee	<u>\$ 69³⁶ / 10 PC MIN</u>
66.	Thermoweld cartridge #15 CP Box of 20	<u>NO BID</u>
67.	2" PVC to PVC compression for gas	<u>NO BID</u>
68.	1" PVC T PVC compression coupling for gas	<u>NO BID</u>
69.	Lock wing iron body meter stop Inlet: 1" inside I.P. thread Outlet: 1" insulated union coupling w/inside I.P. thread. Finish: black or brass. 175 P.S.I.	<u>\$ 49⁶² / 10 PC MIN</u>
70.	Lock wing iron body meter stop Inlet: 1" Inside I.P. thread Outlet: 1" inside I.P. thread Finish: Black or brass 175 P.S.I.	<u>\$ 33⁹⁴ / 15 PC MIN</u>
71.	Tinker & Razor Half Cell reference electrodes Model-6-B-cucu 504 Half cell 1/4" x 6"	<u>NO BID</u>
72.	CuCu-504 crystals 1lb. 3oz bottle P#04-9011	<u>NO BID</u>
73.	Ceramic Tip Assembly- Pointed P#118-027	<u>NO BID</u>
74.	2 x 1 - PE 4710 HDPE Tapping Tee w/Rectangular Base & Model EFVEB-BB7YY00	<u>NO BID</u>
75.	4 x 1 - PE-4710-HDPE Tapping Tee w/Rectangular Base & model EFVEB-BB7YY00 Excess Flow Valve	<u>NO BID</u>
76.	Excess Flow Valve Model B - w/minimum Trip Point of 525SCFit @ 10 P.S.I. Stick Type	<u>NO BID</u>
77.	2" PVC to 2" IPS Transition Fitting	<u>NO BID</u>
78.	Valve Boxes Plastic for 2" to 3" FP Valve-31	<u>NO BID</u>

79.	Valve Supports for 2" Valve	<u>NO BID</u>
80.	Valve Supports for 4" Valve	<u>NO BID</u>
81.	Trenton wax tape 6"x9' (16 rolls per case)	<u>NO BID</u>
82.	Trenton wax tape primer brown (4 gal per case)	<u>NO BID</u>
83.	Barricade tape Gas Line Below yellow & black (8 rolls per case)	<u>\$18.50/ROLL</u> 8 ROLL MIN
84.	#12 Solid BC .030 w/yellow tracer wire 500 ft (500 ft rolls/ 4 rolls per case) SOLID COPPER 45 MIL	<u>.20/LF</u> 2000' MIN
85.	Harveys 10 mil Pipe Wrap 2" x 100' (24 per case)	<u>NO BID</u>
86.	Magnesium--Anode -- HC -- Potential -- 32lb	<u>NO BID</u>
87.	Magnesium -- Anodes -- 5lbs H.C	<u>NO BID</u>
88.	Magnesium-Anodes-9lb H.C.	<u>NO BID</u>
89.	Magnesium -- Anodes -- 17lbs H.C	<u>NO BID</u>
90.	Magnesium -- Anodes -- 50lbs H.C	<u>NO BID</u>

Note:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. All items to be F.O.B. City of Las Vegas, Utility Center, 905 12th Street Las Vegas, NM 87701.
3. Unit Price Includes Freight and Sales Tax on taxable item on unit bid.
4. The City of Las Vegas reserves the right to award bid on an Individual item basis.
5. Item 13, R275 meter, maximum allowable operating pressure to be 5 PSI. To be equipped with 1" Connection.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

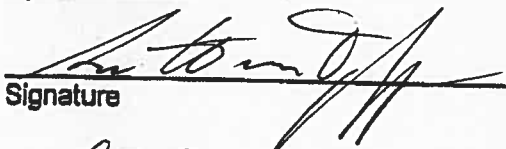
Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

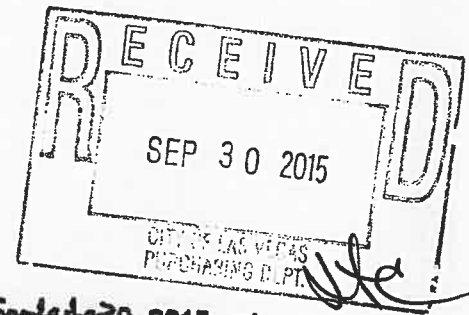
9/28/15

Date

COO

Title (Position)

KGM



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., September 30, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID NATURAL GAS INVENTORY SUPPLIES

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 NORTH GRAND, LAS VEGAS, NM

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 NORTH GRAND, LAS VEGAS, NM

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: REBID NATURAL GAS INVENTORY SUPPLIES. Opening No. 2016-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-17

Date Issued: 9-11-15

Date Issued: Published:

Albuquerque Journal

Las Vegas Optic

City website: www.lasvegasnm.gov

September 16, 2015
September 16, 2015

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, ~~September 30~~ 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for OCTOBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 911923788
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: KGM
AUTHORIZED AGENT: _____
ADDRESS: 10934 E. 55TH PLACE TULSA, OK
TELEPHONE NUMBER 918, 794-9494
FAX NUMBER 918 794-5575
DELIVERY: BEST WAY
STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
NEW MEXICO CONTRACTORS LICENSE NO.: _____
BID ITEM (S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Oklahoma

COUNTY OF Tulsa

I NANCY WOOD, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this

29th

Signature

day of

September, 2015.



Notary Public Signature

My Commission Expires:

4-18-2018

CITY OF LAS VEGAS

BID ITEM(S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM	DESCRIPTION	UNIT PRICE
1.	Roots-Series B3 Line Mount Meter's 11-M175 (TC)-4" Flange 8 Bolt	<u>\$ 3,344.79</u>
2.	American 425 Natural Gas Meter	<u>\$ 281.07</u>
3.	American AC 630 Natural Gas Meter	<u>\$ 567.72</u>
4.	750/1600 Natural Gas Meter w/max working pressure 100lb - w/standard connections 45LT	<u>\$ 675.00</u>
5.	1000 Natural Gas Meter working pressure 25lb	<u>\$ 1,097.36</u>
6.	Model-441-57S Self-Operated Low and High Pressure Large Capacity Regulators 4" 8 Bolt Flange ASME	<u>X</u>
7.	Model-D46-2Field High Pressure Service Regulator 1"x1"	<u>X</u>
8.	275 TC Meter w/1" connections, galvanized. One side Insulated. Or equal	<u>\$ 94.00</u>
9.	2" x 2" 243-8-2 regulator IRV, 6" to 14" spring, w/3/8" orifice. Or equal 2" 1813B 3/8 8.5-14"	<u>\$ 300.00</u>
10.	2" x 2" 243-HP Regulator, IRV w/1/2" orifice. 3 PSI to 10 PSI or equal to	<u>\$ 440.00</u>
11.	1" x 1" 143-80-2 regulator. IRV 6" to 14" spring. 3/8" orifice. Or equal 1" 1813C 3/8 6-15"	<u>\$ 42.00</u>
12.	3/4" x 3/4" Model 496 regulator. IRV 6" to 14" spring. 1/8" orifice. Or equal 3/4" 1813C 1/8 x 3/16 6-15"	<u>\$ 38.00</u>
13.	1" x 1" 143-80-2 HP regulator IRV 2-6 PSI, 3/8" orifice. Or equal 1" SR113 HP	<u>\$ 48.00</u>
14.	1" x 1" Model 496 regulator IRV 6" to 14" spring. 1/8" orifice. Or equal 1" 1813C 1/8 x 3/16 6-15"	<u>\$ 42.00</u>
15.	2 x 2-243-RPC-B Regulator. 1/2" orifice - 10 PSIG-35 PSI. Or equal	<u>\$ 800.00</u>
16.	45LT x 1 1/4" galvanized gas meter connection Per Set	<u>\$ 38</u>
17.	45LT x 1 1/2" galvanized insulated gas meter connection. Per Set Insulated	<u>\$ 38</u>

18.	20LT x 1" M.P.T. galvanized swivel & nut Per Set - Insulated	<u>\$ 16.00</u>
19.	¾" Polyethylene Gas Pipe Performance Pipe PE 3408-- A.S.T.M-D-2513 or equal	<u> </u>
20.	1" Polyethylene Gas Pipe Performance Pipe PE 3408-- A.S.T.M-D-2513 or equal	<u> </u>
21.	1 ¼" Polyethylene Gas Pipe Performance Pipe PE 3408-- A.S.T.M-D-2513 or equal	<u> </u>
22.	2" Polyethylene Gas Pipe Performance Pipe PE 3408 -- A.S.T.M-D-2513 or equal	<u> </u>
23.	4" Polyethylene Gas Pipe Performance Pipe PE 3408-- A.S.T.M-D-2513 or equal	<u> </u>
24.	4" IPS Transition fitting steel weld end x PE 3408 butt connection-- A.S.T.M-D-2513	<u> </u>
25.	2" IPS Transition fitting steel weld end x PE 3408 Butt connection-- A.S.T.M-D-2513	<u> </u>
26.	1" IPS Transition fitting steel weld end x PE 3408 Butt connection-- A.S.T.M-D-2513	<u> </u>
27.	PQ-11-Bypass Tee 2" IPS main x 2" IPS Abandonment outlet Part#-S662-17-1017-00 Continental Industries	<u> </u>
28.	4" PE 3408 butt fusion connection cap-- A.S.T.M-D-2513	<u> </u>
29.	2" PE 3408 butt fusion connection cap-- A.S.T.M-D-2513	<u> </u>
30.	1" PE 3408 butt fusion connection cap-- A.S.T.M-D-2513	<u> </u>
31.	4"x 2 PE 3408 butt fusion connection -- A.S.T.M-D-2513 Reducer	<u> </u>
32.	2" x 1" PE 3408 butt fusion connection -- A.S.T.M-D-2513 Reducer	<u> </u>
33.	1 1/4" x 1" PE 3408 butt fusion connection Reducer	<u> </u>
34.	1" x 3/4" PE 3408 butt fusion connection Reducer	<u> </u>
35.	1 1/4" x 2" PE 3408 butt fusion connection Reducer	<u> </u>
36.	1 1/4" PE 3408 butt fusion connection cap	<u> </u>

37. 2" PE 3408 butt fusion connection Tee -- A.S.T.M-D-2513 Tee
38. 4" PE 3408 butt fusion connection Tee -- A.S.T.M-D-2513 Tee
39. 1" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D2513
40. 1 1/4" PE 3408 butt fusion connection 90 degree elbow-- A.S.T.M-D-2513
41. 2" PE 3408 butt fusion connection 90 degree elbow-- A.S.T.M-D-2513
42. 4" PE 3408 butt fusion connection 90 degree elbow-- A.S.T.M-D-2513
43. 2" x 1" PE tapping tee assembly-- A.S.T.M-D-2513
44. 2" x 2" PE tapping tee assembly-- A.S.T.M-D-2513
45. 4" x 1" PE tapping tee assembly
46. 4" x 2" PE tapping tee assembly
- Note: Tapping tee assemblies to be adaptable to performance pipe PE 3408 fusion connections or equal
47. Anodeless service riser. 1" IPS x 1" NPT-SDR-11-P.E. 3408 R.W. Lyall or equal-- A.S.T.M-D-2513
48. Anodeless service riser. 2" NPT x 2" IPS SDR11-P.E. 3408 R.W. Lyall or equal-- A.S.T.M-D-2513
49. 2" PE 3408 Valve-- A.S.T.M-D-2513
50. 4" PE 3408 Valve-- A.S.T.M-D-2513
51. 2" x 2"-175 Mueller Lubeseal in line pvc valve
52. 2" x 1" gas service saddle PVC w/compression outlet. Continental #5361-1014 or equal
53. 1 1/4" pipe joint clamp MB Skinner #089862 or equal
54. 1 1/2" pipe joint clamp MB Skinner #089861 or equal
55. 2" pipe joint clamp MB Skinner #089860 or equal
56. 4" line stopper fitting 250 P.S.I. Mueller #H17190 or equal

- | | | |
|-----|--|-------|
| 57. | 2" line stopper fitting 250 P.S.I. Mueller #H17190 or equal | _____ |
| 58. | 2" plug valve, lubricated w/flange connection. CI for gas | _____ |
| 59. | 2" plug valve, lubricated w/threaded ends. CI for gas | _____ |
| 60. | 4" plug valve, lubricated w/flange ends. CI for gas | _____ |
| 61. | Meter barrel lock. Mueller #504979 or equal | _____ |
| 62. | 3" line stoppers fittings 250. P.S.I. Mueller | _____ |
| 63. | ¾" Mueller steel auto perf tee or equal | _____ |
| 64. | 1" Mueller steel autopert tee or equal | _____ |
| 65. | ¾" IPS x 1" IPS transition Punch Tee | _____ |
| 66. | Thermoweld cartridge #15 CP Box of 20 | _____ |
| 67. | 2" PVC to PVC compression for gas | _____ |
| 68. | 1" PVC T PVC compression coupling for gas | _____ |
| 69. | Lock wing iron body meter stop Inlet: 1" inside I.P. thread
Outlet: 1" insulated union coupling w/inside I.P. thread.
Finish: black or brass. 175 P.S.I. | _____ |
| 70. | Lock wing iron body meter stop Inlet: 1" inside I.P. thread
Outlet: 1" inside I.P. thread Finish: Black or brass 175 P.S.I. | _____ |
| 71. | Tinker & Razor Half Cell reference electrodes
Model-6-B-cucu 504 Half cell 1/ ¼" x 6" | _____ |
| 72. | CuCu-504 crystals 1lb. 3oz bottle P#04-9011 | _____ |
| 73. | Ceramic Tip Assembly- Pointed
P#118-027 | _____ |
| 74. | 2 x 1 – PE 4710 HDPE Tapping Tee w/Rectangular Base &
Model EFVEB-BB7YY00 | _____ |
| 75. | 4 x 1 –PE-4710-HDPE Tapping Tee w/Rectangular Base &
model EFVEB-BB7YY00 Excess Flow Valve | _____ |
| 76. | Excess Flow Valve Model B – w/minimum Trip Point of
525SCFit @ 10 P.S.I. Stick Type | _____ |
| 77. | 2" PVC to 2" IPS Transition Fitting | _____ |
| 78. | Valve Boxes Plastic for 2" to 3" FP Valve-31 | _____ |

79.	Valve Supports for 2" Valve	
80.	Valve Supports for 4" Valve	
81.	Trenton wax tape 6"x9' (16 rolls per case)	
82.	Trenton wax tape primer brown (4 gal per case)	
83.	Barricade tape Gas Line Below yellow & black (8 rolls per case)	
84.	#12 Solid BC .030 w/yellow tracer wire 500 ft (500 ft rolls/ 4 rolls per case)	
85.	Harveys 10 mil Pipe Wrap 2" x 100' (24 per case)	
86.	Magnesium—Anode — HC — Potential — 32lb	
87.	Magnesium — Anodes — 5lbs H.C	
88.	Magnesium—Anodes—9lb H.C.	
89.	Magnesium — Anodes — 17lbs H.C	
90.	Magnesium — Anodes — 50lbs H.C	

Note:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. All items to be F.O.B. City of Las Vegas, Utility Center, 905 12th Street Las Vegas, NM 87701.
3. Unit Price Includes Freight and Sales Tax on taxable item on unit bid.
4. The City of Las Vegas reserves the right to award bid on an individual item basis.
5. Item 13, R275 meter, maximum allowable operating pressure to be 5 PSI. To be equipped with 1" Connection.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature _____

Date _____

Title (position) _____

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature *[Signature]*

Date 9-29-15

PRESIDENT
Title (Position)

Secor

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., September 30, 2015 at 2:20 pm the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

REBID NATURAL GAS INVENTORY SUPPLIES

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 NORTH GRAND, LAS VEGAS, NM

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 NORTH GRAND, LAS VEGAS, NM

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: REBID NATURAL GAS INVENTORY SUPPLIES Opening No. 2016-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

Elmer J. Martinez
ELMER J. MARTINEZ, CITY MANAGER

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Ann M. Gallegos
ANN M. GALLEGOS, FINANCE DIRECTOR

June Tafoya-Cordova
JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-17

Date Issued: 9-11-15

Date Issued: Published:

Albuquerque Journal September 16, 2015
Las Vegas Optic September 16, 2015
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, ~~September 30~~ 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for OCTOBER, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:

76-0320316

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS):

02-463323-002

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

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

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Secor

AUTHORIZED AGENT: Robert Keys

ADDRESS: 705 Rankin Road NE Albuquerque NM 87107

TELEPHONE NUMBER (505) 341-0777

FAX NUMBER (505) 341-0771

DELIVERY: Best Way - City of Las Vegas NM

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Bernalillo

I Robert Keys, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 28th day of September, 2015.

(SEAL)



OFFICIAL SEAL
PAULINE ROYBAL

NOTARY PUBLIC - State of New Mexico
My Commission Expires 01-11-17

Signature

Notary Public Signature

My Commission Expires

CITY OF LAS VEGAS

BID ITEM (S): REBID NATURAL GAS INVENTORY SUPPLY

ITEM	DESCRIPTION	UNIT PRICE
1.	Roots-Series B3 Line Mount Meter's 11-M175 (TC)-4" Flange 8 Bolt	1. <u>6,942.86 ea.</u>
2.	American 425 Natural Gas Meter	2. <u>765.38 ea.</u>
3.	American AC 630 Natural Gas Meter	3. <u>1,311.43 ea.</u>
4.	750/1600 Natural Gas Meter w/max working pressure 100lb - w/standard connections 45LT	4. <u>3,454.29 ea.</u>
5.	1000 Natural Gas Meter working pressure 25lb	5. <u>2,740.00 ea.</u>
6.	Model-441-57S Self-Operated Low and High Pressure Large Capacity Regulators 4" 8 Bolt Flange ASME	6. <u>8,164.07 ea.</u>
7.	Model-046-2Field High Pressure Service Regulator 1"x1"	7. <u>335.71 ea.</u>
8.	275 TC Meter w/1" connections, galvanized. One side Insulated. Or equal	8. <u>No Bid</u>
9.	2" x 2" 243-8-2 regulator IRV, 6" to 14" spring, w/3/8 orifice. Or equal	9. <u>425.00 ea.</u>
10.	2" x 2" 243-HP Regulator, IRV w/1/2" orifice. 3 PSI to 10 PSI or equal to	10. <u>553.57 ea.</u>
11.	1" x 1" 143-80-2 regulator. IRV 6" to 14" spring. 3/8" orifice. Or equal	11. <u>110.00 ea.</u>
12.	3/4" x 3/4" Model 496 regulator. IRV 6" to 14" spring. 1/8" orifice. Or equal	12. <u>100.29 ea.</u>
13.	1" x 1" 143-80-2 HP regulator IRV 2-6 PSI, 3/8" orifice. Or equal	13. <u>152.36 ea.</u>
14.	1" x 1" Model 496 regulator IRV 6" to 14" spring. 1/8" orifice. Or equal	14. <u>100.29 ea.</u>
15.	2 x 2-243-RPC-B Regulator. 1/2" orifice - 10 PSIG-35 PSI. Or equal	15. <u>6,171.43 ea.</u>
16.	45LT x 1 1/4" galvanized gas meter connection Per Set	16. <u>45.71 set</u>
17.	45LT x 1 1/4" galvanized insulated gas meter connection. Per Set Insulated	17. <u>45.71 set</u>

18.	20LT x 1" M.P.T. galvanized swivel & nut Per Set - Insulated	18. <u>32.50</u> set
19.	¾" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	19. <u>1.56</u> ft.
20.	1" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	20. <u>1.71</u> ft.
21.	1 ¼" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	21. <u>1.99</u> ft.
22.	2" Polyethylene Gas Pipe Performance Pipe PE 3408 - A.S.T.M-D-2513 or equal	22. <u>2.59</u> ft.
23.	4" Polyethylene Gas Pipe Performance Pipe PE 3408- A.S.T.M-D-2513 or equal	23. <u>9.88</u> ft.
24.	4" IPS Transition fitting steel weld end x PE 3408 butt connection- A.S.T.M-D-2513	24. <u>117.64</u> ea.
25.	2" IPS Transition fitting steel weld end x PE 3408 Butt connection- A.S.T.M-D-2513	25. <u>56.51</u> ea.
26.	1" IPS Transition fitting steel weld end x PE 3408 Butt connection- A.S.T.M-D-2513	26. <u>46.50</u> ea.
27.	PQ-11-Bypass Tee 2" IPS main x 2" IPS Abandonment outlet Part#-5662-17-1017-00 Continental Industries	27. <u>251.14</u> ea.
28.	4" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	28. <u>22.87</u> ea.
29.	2" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	29. <u>13.13</u> ea.
30.	1" PE 3408 butt fusion connection cap- A.S.T.M-D-2513	30. <u>14.07</u> ea.
31.	4"x 2 PE 3408 butt fusion connection - A.S.T.M-D-2513 Reducer	31. <u>21.56</u> ea.
32.	2" x 1" PE 3408 butt fusion connection - A.S.T.M-D-2513 Reducer	32. <u>15.87</u> ea.
33.	1 1/4" x 1" PE 3408 butt fusion connection Reducer	33. <u>16.60</u> ea.
34.	1" x 3/4" PE 3408 butt fusion connection Reducer	34. <u>17.43</u> ea.
35.	1 1/4" x 2" PE 3408 butt fusion connection Reducer	35. <u>15.97</u> ea.
36.	1 1/4" PE 3408 butt fusion connection cap	36. <u>12.74</u> ea.

37.	2" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513 Tee	37. <u>17.70</u> ea.
38.	4" PE 3408 butt fusion connection Tee – A.S.T.M-D-2513 Tee	38. <u>37.31</u> ea.
39.	1" PE 3408 butt fusion connection 90 degree elbow-A.S.T.M-D2513	39. <u>14.51</u> ea.
40.	1 1/4" PE 3408 butt fusion connection 90 degree elbow– A.S.T.M-D-2513	40. <u>15.11</u> ea.
41.	2" PE 3408 butt fusion connection 90 degree elbow– A.S.T.M-D-2513	41. <u>15.99</u> ea.
42.	4" PE 3408 butt fusion connection 90 degree elbow– A.S.T.M-D-2513	42. <u>32.76</u> ea.
43.	2" x 1" PE tapping tee assembly– A.S.T.M-D-2513	43. <u>31.43</u> ea.
44.	2" x 2" PE tapping tee assembly– A.S.T.M-D-2513	44. <u>124.29</u> ea.
45.	4" x 1" PE tapping tee assembly	45. <u>31.43</u> ea.
46.	4" x 2" PE tapping tee assembly	46. <u>124.29</u> ea.
Note: Tapping tee assemblies to be adaptable to performance pipe PE 3408 fusion connections or equal		
47.	Anodeless service riser. 1" IPS x 1" NPT-SDR-11-P.E. 3408 R.W. Lyall or equal– A.S.T.M-D-2513	47. <u>60.31</u> ea
48.	Anodeless service riser. 2" NPT x 2" IPS SDR11-P.E. 3408 R.W. Lyall or equal– A.S.T.M-D-2513	48. <u>138.53</u> ea.
49.	2" PE 3408 Valve– A.S.T.M-D-2513	49. <u>118.11</u> ea.
50.	4" PE 3408 Valve– A.S.T.M-D-2513	50. <u>350.43</u> ea.
51.	2" x 2"-175 Mueller Lubeseal in line pvc valve	51. <u>193.99</u> ea.
52.	2" x 1" gas service saddle PVC w/compression outlet. Continental #5361-1014 or equal	52. <u>92.89.</u> ea.
53.	1 1/4" pipe joint clamp MB Skinner #089862 or equal	53. <u>201.07</u> ea.
54.	1 1/2" pipe joint clamp MB Skinner #089861 or equal	54. <u>207.14</u> ea.
55.	2" pipe joint clamp MB Skinner #089860 or equal	55. <u>219.29</u> ea.
56.	4" line stopper fitting 250 P.S.I. Mueller #H17190 or equal	56. <u>202.56</u> ea.

57.	2" line stopper fitting 250 P.S.I. Mueller #H17190 or equal	57.	<u>97.96</u>	ea.
58.	2" plug valve, lubricated w/flange connection. CI for gas	58.	<u>234.50</u>	ea.
59.	2" plug valve, lubricated w/threaded ends. CI for gas	59.	<u>179.60</u>	ea.
60.	4" plug valve, lubricated w/flange ends. CI for gas	60.	<u>496.30</u>	ea.
61.	Meter barrel lock. Mueller #504979 or equal	61.	<u>20.71</u>	ea.
62.	3" line stoppers fittings 250. P.S.I. Mueller	62.	<u>170.53</u>	ea.
63.	¾" Mueller steel auto perf tee or equal	63.	<u>37.65</u>	ea.
64.	1" Mueller steel autoperf tee or equal	64.	<u>No Bid</u>	
65.	3/4" IPS x 1" IPS transition Punch Tee	65.	<u>46.26</u>	ea.
66.	Thermoweld cartridge #15 CP Box of 20	66.	<u>54.29</u>	Box
67.	2" PVC to PVC compression for gas	67.	<u>No Bid</u>	
68.	1" PVC T PVC compression coupling for gas	68.	<u>No Bid</u>	
69.	Lock wing iron body meter stop Inlet: 1" inside I.P. thread Outlet: 1" insulated union coupling w/inside I.P. thread. Finish: black or brass. 175 P.S.I.	69.	<u>98.76</u>	ea.
70.	Lock wing iron body meter stop Inlet: 1" inside I.P. thread Outlet: 1" inside I.P. thread Finish: Black or brass 175 P.S.I.	70.	<u>68.74</u>	ea.
71.	Tinker & Razor Half Cell reference electrodes Model-6-B-cucu 504 Half cell 1/ ¼" x 6"	71.	<u>103.57</u>	ea.
72.	CuCu-504 crystals 1lb. 3ox bottle P#04-9011	72.	<u>44.29</u>	ea.
73.	Ceramic Tip Assembly- Pointed P#118-027	73.	<u>36.43</u>	ea.
74.	2 x 1 – PE 4710 HDPE Tapping Tee w/Rectangular Base & Model EFVEB-BB7YY00	74.	<u>73.81</u>	ea.
75.	4 x 1 –PE-4710-HDPE Tapping Tee w/Rectangular Base & model EFVEB-BB7YY00 Excess Flow Valve	75.	<u>80.69</u>	ea.
76.	Excess Flow Valve Model B – w/minimum Trip Point of 525SCFit @ 10 P.S.I. Stick Type	76.	<u>29.01</u>	ea.
77.	2" PVC to 2" IPS Transition Fitting	77.	<u>70.36</u>	ea.
78.	Valve Boxes Plastic for 2" to 3" FP Valve-31	78.	<u>138.40</u>	ea.

79.	Valve Supports for 2" Valve	79. <u>23.94</u> ea.
80.	Valve Supports for 4" Valve	80. <u>35.53</u> ea.
81.	Trenton wax tape 6"x9' (16 rolls per case)	81. <u>52.39</u> ea.
82.	Trenton wax tape primer brown (4 gal per case)	82. <u>153.07</u> ea.
83.	Barricade tape Gas Line Below yellow & black (8 rolls per case)	83. <u>32.86</u> ft.
84.	#12 Solid BC .030 w/yellow tracer wire 500 ft (500 ft rolls/ 4 rolls per case)	84. <u>0.24</u> ft.
85.	Harveys 10 mil Pipe Wrap 2" x 100' (24 per case)	85. <u>28.21</u> ft.
86.	Magnesium-Anode - HC - Potential - 32lb	86. <u>282.71</u> ea.
87.	Magnesium - Anodes - 5lbs H.C	87. <u>89.93</u> ea.
88.	Magnesium-Anodes-9lb H.C.	88. <u>135.79</u> ea.
89.	Magnesium - Anodes - 17lbs H.C	89. <u>201.86</u> ea.
90.	Magnesium - Anodes - 50 lbs H.C <u>48 lbs</u>	90. <u>474.14</u> ea.

Note:

1. Bid prices to remain firm for a period of one (1) year after date of bid awardment.
2. All items to be F.O.B. City of Las Vegas, Utility Center, 905 12th Street Las Vegas, NM 87701.
3. Unit Price Includes Freight and Sales Tax on taxable item on unit bid.
4. The City of Las Vegas reserves the right to award bid on an individual item basis.
5. Item 13, R275 meter, maximum allowable operating pressure to be 5 PSI. To be equipped with 1" Connection.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

9-28-15

Date

Inside Sales

Title (Position)

SECOR

Project Quotation

Salesman: Robert Keys
Office: Albuquerque, NM
Phone: 505-341-0777
Facsimile: 505-341-0771
Date: September 25, 2015
Quote # 09252015RK1

Complete Piping Systems Serving:
Municipal, Industrial, Environmental,
Gas, and Mining Industries.

Project Name: Las Vegas, NM
Location: Las Vegas, NM
Bid Date: September 30, 2015
Engineer:
Contractor: City of Las Vegas
Municipality:

Line Item	Quantity	Size	Manufacturer	Description	Unit Price	Total Price	Availability
1	1			Roots-Series B3 Line Mounted Meter 11M175 (TC) 4" Flange 8 Bolt	\$6,942.86 ea.	\$6,942.86	
2	1			American Meter AL425-10 Non-TC	\$765.38 ea.	\$765.38	
3	1			American Meter AC630-25 Non-TC	\$1,311.43 ea.	\$1,311.43	
4	1			American Meter AL800-100 Non-TC w/ Connections	\$3,454.29 ea.	\$3,454.29	
5	1			American Meter AL1000-25 Non-TC	\$2,740.00 ea.	\$2,740.00	
6	1			Sensus 441-57S 4" 250 RF Flanged Stainless Steel Trim	\$8,164.07 ea.	\$8,164.07	
7	1			1" 046-2 Regulator	\$335.71 ea.	\$335.71	
8	1			275 TC Meter w/ 1" Connections	No Bid	No Bid	
9	1			2" x 2" 243-8-2 Regulator Green/Black Spring w/ 3/8" Orifice, 10 Deg Valve Seat	\$425.00 ea.	\$425.00	
10	1			2" 243-HP Regulator, 1/2" Orifice, Specify Either 3 - 6.5 # or 6 - 10 # Spring	\$553.57 ea.	\$553.57	
11	1			1" 143-80-2 Regulator 3/8" Orifice, Green Spring, Gray Paint, Position 105	\$110.00 ea.	\$110.00	
12	1			3/4" 496-043B20 Regulator, 1/8" Orifice, 6 - 14" WC Green Spring	\$100.29 ea.	\$100.29	
13	1			1" 143-80-2HP Regulator, 3/8" Orifice, 2 - 6 # Black Spring	\$152.36 ea.	\$152.36	
14	1			1" 496-043B20 Regulator, 1/8" Orifice, 6 - 14" WC Spring	\$100.29 ea.	\$100.29	
15	1			2" 243-RPC-B-3 Regulator, 1/2" Orifice, 10 - 35# Brown Spring	\$1,171.43 ea.	\$1,171.43	
16	1	1-1/4"		45LT x 1-1/4" Galvanized Meter Connection	\$45.71 Set	\$45.71	
17	1	1-1/2"		45LT x 1-1/2" Galvanized Meter Connection	\$45.71 Set	\$45.71	
18	1	1"		Insulated 20LT x 1" Galvanized Meter Connection	\$32.50 Set	\$32.50	
19	500	3/4" IPS		Insulated PE4710 SDR-11 Blk x Yellow Stripe x 500'	\$1.56 ft.	\$778.57	
20	500	1" IPS		PE4710 SDR-11 Blk x Yellow Stripe x 500'	\$1.71 ft.	\$857.14	
21	500	1-1/4" IPS		PE4710 SDR-11 Blk x Yellow Stripe x 500'	\$1.99 ft.	\$992.86	

23	40	4" IPS	PE4710 SDR-11 BIK x Yellow Stripe x 500'	\$2.59 ft.	\$1,292.86
24	1	4" IPS	PE4710 SDR-11 BIK x Yellow Stripe x 40'	\$9.88 ft.	\$395.29
25	1	2" IPS	PE4710 SDR-11 x Steel Weld-End Trans	\$117.64 ea.	\$117.64
26	1	1" IPS	PE4710 SDR-11 x Steel Weld-End Trans	\$56.51 ea.	\$56.51
27	1	2" IPS	PE4710 SDR-11 x Steel Weld-End Trans	\$46.50 ea.	\$46.50
			PQ-11 Bypass Tee 2" IPS Main x 2" IPS	\$251.14 ea.	\$251.14
28	1	4" IPS	Abandonment Outlet #5662-17-1017-00		
29	1	2" IPS	PE4710 SDR-11 B.F. Cap	\$22.87 ea.	\$22.87
30	1	1" IPS	PE4710 SDR-11 B.F. Cap	\$13.13 ea.	\$13.13
31	1	4" x 2"	PE4710 SDR-11 B.F. Cap	\$14.07 ea.	\$14.07
32	1	2" x 1"	PE4710 SDR-11 B.F. Reducer	\$21.56 ea.	\$21.56
33	1	1-1/4" - 1"	PE4710 SDR-11 B.F. Reducer	\$15.87 ea.	\$15.87
34	1	1" x 3/4"	PE4710 SDR-11 B.F. Reducer	\$16.60 ea.	\$16.60
35	1	2" x 1-1/4"	PE4710 SDR-11 B.F. Reducer	\$17.43 ea.	\$17.43
36	1	1-1/4" IPS	PE4710 SDR-11 B.F. Reducer	\$15.97 ea.	\$15.97
37	1	2" IPS	PE4710 SDR-11 B.F. Cap	\$12.74 ea.	\$12.74
38	1	4" IPS	PE4710 SDR-11 B.F. Tee	\$17.70 ea.	\$17.70
39	1	1" IPS	PE4710 SDR-11 B.F. Tee	\$37.31 ea.	\$37.31
40	1	1-1/4" IPS	PE4710 SDR-11 B.F. 90 Deg Elbow	\$14.51 ea.	\$14.51
41	1	2" IPS	PE4710 SDR-11 B.F. 90 Deg Elbow	\$15.11 ea.	\$15.11
42	1	4" IPS	PE4710 SDR-11 B.F. 90 Deg Elbow	\$15.99 ea.	\$15.99
43	1	2" x 1"	PE4710 SDR-11 B.F. 90 Deg Elbow	\$32.76 ea.	\$32.76
44	1	2" x 2"	PE4710 Tapping Tee Assembly # 1097181	\$31.43 ea.	\$31.43
45	1	4" x 1"	PE4710 Tapping Tee Assembly # 1096157	\$124.29 ea.	\$124.29
46	1	4" x 2"	PE4710 Tapping Tee Assembly # 1096144	\$31.43 ea.	\$31.43
47	1	1" IPS	PE4710 Tapping Tee Assembly # 1096155	\$124.29 ea.	\$124.29
48	1	2" IPS	PE4710 Anodeless Service Riser	\$60.31 ea.	\$60.31
49	1	2" IPS	PE4710 Anodeless Service Riser	\$138.53 ea.	\$138.53
50	1	4" IPS	PE4710 Full Port B.F. Poly Valves	\$118.11 ea.	\$118.11
51	1	2"	PE4710 Full Port B.F. Poly Valves	\$350.43 ea.	\$350.43
52	1	2" x 1"	Black Meter Stop 175 PSI	\$193.99 ea.	\$193.99
			Gas Service Saddle PVC w/ Compression outlet	\$92.89 ea.	\$92.89
			# 5864-17-1014-00		
53	1	1-1/4"	Pipe Joint Clamp MB Skinner #089862	\$201.07 ea.	\$201.07
54	1	1-1/2"	Pipe Joint Clamp MB Skinner #089861	\$207.14 ea.	\$207.14
55	1	2"	Pipe Joint Clamp MB Skinner #089860	\$219.29 ea.	\$219.29
56	1	4"	Line Stopper Fitting 250 PSI # H17190	\$202.56 ea.	\$202.56
57	1	2"	Line Stopper Fitting 250 PSI # H17190	\$97.96 ea.	\$97.96
58	1	2"	Plug Valve Lubricated w/ Flange Connections	\$234.50 ea.	\$234.50
59	1	2"	Plug Valve Lubricated w/ Threaded Connections	\$179.60 ea.	\$179.60
60	1	4"	Plug Valve Lubricated w/ Flanged Connections	\$496.30 ea.	\$496.30
61	1		Meter Barrel Lock # 504978	\$20.71 ea.	\$20.71
62	1	3"	Line Stopper Fitting 250 PSI # H17190	\$170.53 ea.	\$170.53
63	1	3/4"	Steel Auto Perf Tee H-18101	\$37.65 ea.	\$37.65
64	1	1"	Steel Auto Perf Tee	No Bid	No Bid

66	1	Thermoweld	Thermoweld Cartridge 15CP (Box of 20)	\$46.26 ea.	\$46.26
67	1	2"	PVC to PVC Compression for Gas	\$54.29 box	\$54.29
68	1	1"	PVC to PVC Compression for Gas	No Bid	No Bid
69	1	1"	Black Insulated Iron Body Meter Stop 175 PSI	No Bid	No Bid
70	1	1"	Black Iron Body Meter Stop 175 PSI	\$98.76 ea.	\$98.76
71	1	1"	Half Cell Reference Electrodes Model 6-B	\$68.74 ea.	\$68.74
72	1		Copper Sulfate Crystals (1lb. 3oz.)	\$103.57 ea.	\$103.57
73	1		118-027 Ceramic Tip Assembly - Pointed	\$44.29 ea.	\$44.29
74	1	2" x 1"	PE4710 Tapping Tee w/ Rectangular Base & Model EFVEB-BB7YY00 Excess Flow Valve	\$36.43 ea.	\$36.43
75	1	4" x 1"	PE4710 Tapping Tee w/ Rectangular Base & Model EFVEB-BB7YY00 Excess Flow Valve	\$73.81 ea.	\$73.81
76	1	1"	PE4710 Excess Flow Valve 525 SCFH	\$80.69 ea.	\$80.69
77	1	2" IPS	PVC x PE4710 B.F. Transition Fitting	\$29.01 ea.	\$29.01
78	1		Valve Box for 2" & 3" FP Poly Valve	\$70.36 ea.	\$70.36
79	1		2" Valve Support VV5	\$138.40 ea.	\$138.40
80	1		4" Valve Support VV17	\$23.94 ea.	\$23.94
81	1		Trenton Wax Tape 6" x 9' (16 Rolls Per Case)	\$35.53 ea.	\$35.53
82	1		Trenton Wax Tape Primer Brown (4 Gal per Case)	\$52.39 ea.	\$52.39
83	1		Barricade Tape Gas Line Below Yellow & Black	\$153.07 ea.	\$153.07
84	500	12 gauge	#12 Solid Yellow Tracer wire 500'	\$32.86 rl.	\$32.86
85	1		Harveys 10 Mil Pipe Wrap 2" x 100'	\$0.24 ft.	\$118.57
86	1	32 Lbs.	Hi Potential Packaged Mag Anode w/ 10' #12 wire	\$28.21 rl.	\$28.21
87	1	5 Lbs.	Hi Potential Packaged Mag Anode w/ 10' #12 wire	\$282.71 ea.	\$282.71
88	1	9 Lbs.	Hi Potential Packaged Mag Anode w/ 10' #12 wire	\$89.93 ea.	\$89.93
89	1	17 Lbs.	Hi Potential Packaged Mag Anode w/ 10' #12 wire	\$135.79 ea.	\$135.79
90	1	48 Lbs.	Hi Potential Packaged Mag Anode w/ 10' #12 wire	\$201.86 ea.	\$201.86
				\$474.14 ea.	\$474.14

Additional Comments:

<<<< Terms & Conditions >>>>

- * Payment Terms: 30 days net.
- * FOB Point: Las Vegas, NM
- * Ship Via: Best Way
- * Quote Valid Until: September 30, 2016
- * Sale Prices exclude any applicable sales taxes.
- * Changes in quantities may affect price per unit.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/9/2015

DEPT: City Clerk

MEETING DATE: 10/21/2015

ITEM/TOPIC: Conduct a Public Hearing for the Application for a Transfer of Ownership Liquor License.

ACTION REQUESTED OF COUNCIL:

Conduct a public hearing and approval/disapproval of application requesting a Transfer of Ownership submitted by Franken Oil & Distributing Company, DBA Franken Oil & Distributing Company, located at 1339 Grand Avenue, Las Vegas, New Mexico 87701, License/Application # 0290/955700.

BACKGROUND/RATIONALE:

An application for a Transfer of Ownership of Liquor License 0290. The applicant currently owns the liquor license but there has been a change to the stockholders of the corporation.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

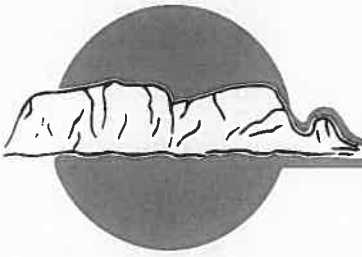

ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



CITY OF LAS VEGAS

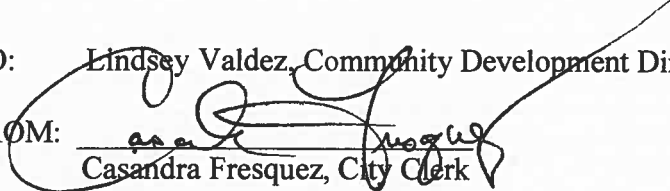
1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

ALFONSO E. ORTIZ, JR.

Mayor

MEMORANDUM

TO: Lindsey Valdez, Community Development Director

FROM: 
Casandra Fresquez, City Clerk

DATE: September 14, 2015

RE: Application for a Transfer of Ownership

Enclosed is a copy of the application for a Transfer of Ownership submitted by Franken Oil & Distributing Company, DBA Franken Oil & Distributing Company, 1339 Grand Avenue, Las Vegas, New Mexico, License/Application No. 0290/955700.

This information is being submitted to your office for review and to verify that the information contained in page 2 of the application is correct and in compliance with the distance requirements to the nearest church, school and military installation as mandated in the New Mexico State Statutes. Further, I would like to ensure that the area is zoned to allow such an establishment. Please submit to this office written confirmation as to whether or not the location proposed for use of the license meets those requirements.

By copy of this memorandum, I am also notifying Police Chief Juan Montano of this application for his input, if any.

The Las Vegas City Council will hold a public hearing regarding the above application on October 21, 2015 at 6:00 p.m. and will require the information prior to the meeting.

Should you have any questions, please do not hesitate to contact me. Thank you in advance for your assistance.

Enclosures:

xc: Benito Lujan, Zoning/Licensing Supervisor
Elmer Martinez, City Manager
Dave Romero, City Attorney
Juan Montano, Chief of Police



Susana Martinez
GOVERNOR

Robert "Mike" Unthank
SUPERINTENDENT

Tania Maestas, Esq.
ACTING CHIEF GENERAL
COUNSEL

Mary Kay Root
DIRECTOR

New Mexico Regulation and Licensing Department ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87505
P.O. Box 25101 ▪ Santa Fe, New Mexico 87505-5101
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

September 8, 2015

Certified Mail No.: 7012 2920 0002 2239 0340

Casandra Fresquez
City Clerk
1700 N. Grand Avenue
Las Vegas, NM 87701

Re: Lic. No. /Appl. No.: License No. 0290 / Appl. No. 955700
Name of Applicant: Franken Oil & Distributing Company
Doing Business As: Franken Oil & Distributing Company
Proposed Location: 1339 N. Grand Avenue
Las Vegas, NM 87701

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**; it is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body **shall** hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the inherent conflict between the new 30 day notice and the existing 45 day hearing requirement. Extensions to the 45-day hearing requirement will be granted when necessary to allow for compliance with the 30 day notice. Notice of the Public Hearing required by the Liquor Control Act **shall** be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; and (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record **shall** be made of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 0290. THE APPLICANT CURRENTLY OWNES THIS LIQUOR LICENSE BUT THERE HAS BEEN A CHANGE TO THE STOCKHOLDERS OF THE CORPORATION.

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

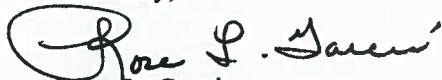
The governing body may disapprove the issuance or transfer of the license if:

- 1) The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the Applicant/Licensee has obtained a waiver from the Local Option District governing body for the proposed licensed premises).
- 2) The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a Zoning Statement from the governing body, this is not a basis for disapproval.
- 3) The issuance would be detrimental to the public health, safety, or morals of the residents of the Local Option District. Disapproval by the governing body on public health, safety, or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

Within thirty (30) days after the Public Hearing, the governing body **shall** notify the Alcohol and Gaming Division as to whether the local governing body has approved or disapproved the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notice of publication(s). **If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may give Final Approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (Page 1 of the Application page noting disapproval).

Sincerely,



Rose L. Garcia
Hearing Officer
NM Regulation & Licensing Dept.
Alcohol & Gaming Division
Phone: 505-476-4552
Fax: 505-476-4595
Email: rosel.garcia@state.nm.us

Enclosures:

1. Original Page 1 of the Application (must be signed and returned).
2. Copy of Page 2 of the Application



RECEIVED

MAY 15 2015

Rev. 02/12



LIQUOR LICENSE APPLICATION

ALCOHOL & GAMING DIVISION

Application fee - \$200.00 Fees are non-refundable.

State Liquor License # 290
Application Number 955700
Local option (AGD use) _____

Record Owner of Existing License Franken Oil & Distributing Company
Current D/B/A Name Better Stop Convenience Store
Current Premises Address 1339 N. Grand Ave., Las Vegas NM 87701

Application is for: Change of Stock _____ Change of Officers/Directors ☒ Transfer Ownership of Existing License ☒ Transfer Ownership and Location _____ Transfer Location _____ Other _____

Issue New License _____ Type of License being applied for Dispenser

Applicant is: Individual _____ Corporation ☒ Partnership (General or Limited) _____ Limited Liability Company _____

NAME OF APPLICANT (company or individual) Franken Oil & Distributing Company ADDRESS (including city, state, zip) 1025 Douglas Ave, Las Vegas NM 87701 TELEPHONE NUMBER 505-425-7578

D/B/A name to be used: Better Stop Convenience Store Phone number for licensed premises: _____

Physical location where license is to be used: 1339 N. Grand Ave, Las Vegas NM 87701

(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address: c/o Franken Oil & Dist, 1025 Douglas Ave, Las Vegas NM 87701

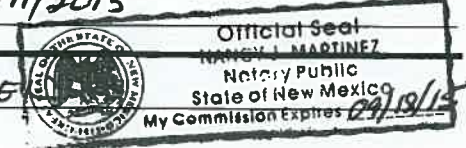
Are alcoholic beverages currently being dispensed at the proposed location? Yes ☒ No _____ If yes, give license number and type 290 (Dispenser)

I, (print name) Alan G. Franken, as (title) President, being first duly sworn upon oath deposes and says: that I am the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public

Signature of Applicant Alan G. Franken, Pres Date 5/11/2015

SUBSCRIBED AND SWORN TO before me this 11th day of MAY, 20 15 by ALAN G. FRANKEN
Notary Public Nancy J. Martinez My Commission Expires 04/18/15



Local Governing Body of: _____ (City or County). Hearing held on _____ 20 _____

Check one: Approved _____ Disapproved _____ City/County Official _____ (Signature & Title)

For Alcohol and Gaming Division Use Only

Approved _____ Disapproved _____ Director Approval _____ Date _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
SS-60-6B-10

1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant _____ Leased by Applicant (attach copy of deed or lease) ☒ Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) Franken Properties, Inc.

B. Date and term of lease _____

3. Premises location is zoned (example C-1) C-3

If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church *(Property line of church to licensed premises—shortest distance).

Miles/feet 1,680 Feet Name of church Calvary Baptist Church Address/location of church 300 Buck Ave, Las Vegas, NM 87701

5. Distance from nearest school *(Property line of school to licensed premises—shortest distance).

Miles/feet 1260 Feet Name of school Paul D. Elementary Sch. Address/location of school 1104 Third St., Las Vegas NM 87701

6. Distance from military installation *(Property line of military installation to licensed premises—shortest distance.)

Miles 3 miles Name of Military Installation, circle one: NM Army National Guard, 720th Div.
Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 ½ x 11 inches, and must include the total square footage of premises.

*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

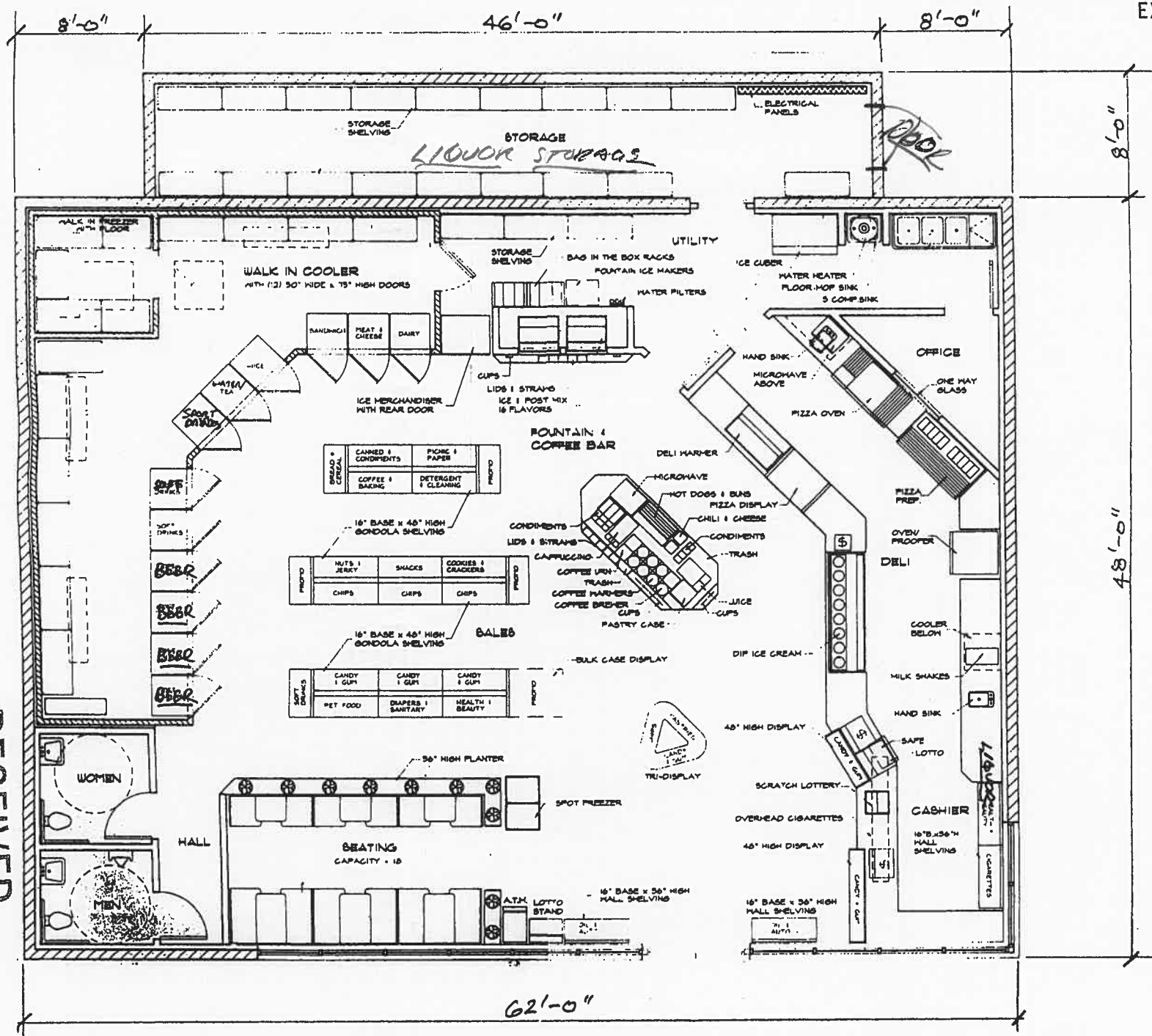
Lounge _____ Restaurant _____ Package Grocery ☒ Racetrack _____ Hotel _____ Other (specify) _____

RECEIVED

Return this form to the Alcohol and Gaming Division, 2550 Cerrillos Road, Santa Fe, New Mexico 87505.

AUG 07 2015

ALCOHOL & GAMING DIVISION



ITEM 7. LICENSED PREMISE 3,344 SQUARE FEET



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.

Mayor

MEMORANDUM

To: Casandra Fresquez, City Clerk

From: Benito A. Lujan
Benito A. Lujan, Zoning/Licensing Supervisor

Date: September 16, 2015

Re: Zoning and Distance Requirements for a Transfer of Ownership Application
License No. 0290/955700, 1339 Grand Avenue.

As per your request of memorandum dated September 14, 2015 I have reviewed and verified that the information contained on page 2 of Application License No. 290/955700 is correct and in compliance with the distance requirements to the nearest church, school and military installation as mandated by New Mexico State Statutes. The following are my findings regarding the zoning classification of 1339 Grand Avenue along with the aforementioned distant requirements thereto:

Zoning: 1339 Grand Avenue

- 1339 Grand Avenue is currently within a C-3 (General Commercial Zone). This zone is intended to provide for eating and drinking places, including bars, restaurants, and cocktail lounges.

Distant requirements: From 1339 Grand Avenue to nearest Church, School and Military Installation

- **Church:** Church of Christ located at 300 Baca Avenue being a distance of approximately 2,048' feet from the subject site.
- **School:** Paul D. Henry Elementary located at 1104 Third Street being a distance of approximately 1,297' feet from the subject site.
- **Military Installation:** National Guard, Las Vegas NM, being a distance of approximately 2.6 miles from the subject site.

XC: Elmer Martinez, City Manager
Lindsey Valdez, Community Development Director
David Romero, City Attorney
Juan Montano, Chief of Police

CITY COUNCIL MEETING AGENDA REQUEST

DATE: October 8, 2015

DEPT: Community Services/Senior Center

MEETING DATE: October 21, 2015

ITEM/TOPIC: Resolution 15-52 Authorizing submission of the area plan to Non-Metro Area Agency on Aging for the Las Vegas Senior Center

ACTION REQUESTED OF COUNCIL: *Adopt Resolution 15-52 Authorizing submission of the area plan to Non-Metro Area Agency on Aging for the Las Vegas Senior Center*

BACKGROUND/RATIONALE: *The North Central New Mexico Economic Development District (NCNMEDD), Non – Metro Area Agency on Aging (Non-Metro AAA) is accepting proposals for the provision of services to the elderly, to include, but not limited to, congregate meals, home delivered meals, transportation, adult day care, respite care, homemaker services, etc. NCNMEDD Non – Metro AAA will make funding available from the Older Americans Act (OAA) of 1965 and State Appropriations through annual contract agreements.*

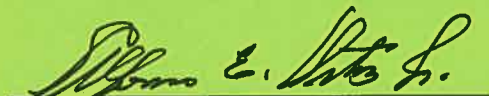
STAFF RECOMMENDATION: Adoption

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
Resolution No. 15-52**

A RESOLUTION AUTHORIZING SUBMISSION OF THE AREA PLAN TO NON-METRO AREA AGENCY ON AGING FOR THE LAS VEGAS SENIOR CENTER

WHEREAS, the City of Las Vegas has determined that there is a need to provide services for senior citizens; and

WHEREAS, the seniors were afforded the opportunity to submit suggestions and recommendations at advertised public hearings; and

WHEREAS, the City of Las Vegas authorizes the submission of an area plan to Non-Metro Area Agency on Aging.

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

Elmer J. Martinez, City Manager for the City of Las Vegas is authorized to sign and enter into a contract(s) and sign off on all official documents with Non-Metro Area Agency on Aging.

ADOPTED by the Governing Body at its meeting of October __, 2015.

Alfonso E. Ortiz, Jr., Mayor

ATTEST

Casandra Fresquez, City Clerk