



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
April 14, 2021–Wednesday– 5:30 p.m.
Virtual Meeting Held by Video Conference Via Google Meet**

The public is invited to submit written comments for public input prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on April 14, 2021, addressed via email to the City Clerk at cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRL0qVevel5JYeRw?view_as=subscriber

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda). Public Input submitted to the City Clerk via email or fax will be read into the record.**
- VII. MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Approval of appointments to the following Committee:
 - Business Advisory Committee
 - Approval to Remove Design Review Board (DRB) members
 - Proclamation for National Crime Victims’ Week, April 18-24, 2021

- Recognition of Fire Department Staff

VIII. COUNCILORS' REPORTS

IX. POLICE CHIEF'S REPORT

X. PRESENTATIONS (Not to exceed 10-15 minutes per person)

- Presentation by Erik Harrigan and Regina Gaysina with RBC Capital reporting on the City's bonding capacity for future loans.
- Presentation by Dr. Eric Romero with New Mexico Highlands University reporting on the NMHU Cultural Park collaboration.
- Presentation by Bill Hendrickson, Community Development Director advising Council that Community Development will be working with the Las Vegas Arts Council for submitting a grant through the National Endowment for the Arts.
- Presentation by Chuck Griego, Film and Events Coordinator, giving an update regarding the Fourth of July Fiestas and other sponsored City events.

XI. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).

1. Request to Publish Ordinance No. 21-05 authorizing a loan agreement with NMFA for the water line replacement project on Mills Avenue and Hot Springs Blvd.

Maria Gilvarry, Utilities Director, The loan funding package is assigned as follows: The loan principle; \$200,000.00, Loan Subsidy Grant Funds; \$600,000.00 for a total amount of \$800,000.00. This project is expected to be fully funded based on engineering estimates.

2. Request to Publish Ordinance No. 21-06 authorizing a loan agreement with NMFA for the water treatment plant SCADA system project.

Maria Gilvarry, Utilities Director, The loan funding package is assigned as follows: The loan principle; \$125,000.00, Loan Subsidy Grant Funds; \$375,000.00 for a total amount of \$500,000.00. First phase is fully funded based on engineering estimates.

3. Request to Publish Ordinance No. 21-07 authorizing a loan agreement with NMFA for the water treatment plant clarifier sedimentation basin vacuum system project.

Maria Gilvarry, Utilities Director, The loan funding package is assigned as follows: The loan principle; \$75,000.00, Loan Subsidy Grant Funds; \$225,000.00 for a total amount of \$300,000.00. First phase is fully funded based on engineering estimates.

4. Request to Publish Ordinance No. 21-08 authorizing a loan agreement with NMFA for the Hanna Park effluent line extension project.

Maria Gilvarry, Utilities Director, The loan funding package is assigned as follows: The loan principle; \$125,000.00, Loan Subsidy Grant Funds; \$375,000.00 for a total amount of \$500,000.00. This project is expected to be fully funded based on engineering estimates.

5. Request to Publish Ordinance No. 21-09 authorizing a loan agreement with NMFA for the water treatment plant pump replacement project.

Maria Gilvarry, Utilities Director, The loan funding package is assigned as follows: The loan principle; \$50,000.00, Loan Subsidy Grant Funds; \$150,000.00 for a total amount of \$200,000.00. This project is expected to be fully funded based on engineering estimates.

XII. BUSINESS ITEMS:

Public Hearing for Business Item 1 (The public is invited to submit written comments for the public hearing. Comments should be submitted by 4:30 p.m. on April 14, 2021 addressed via email to the City Clerk at cfresquez@lasvegasnm.gov or faxed to (505) 425-7335 and will be read into the record during the discussion of the item.

1. Conduct a Public Hearing and Adopt Ordinance No. 21-04, An Ordinance to amend the Code of the City of Las Vegas by amending Section 200-40 and Section 301-11, entitled "Alternative method of abatement". This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers. Publication requirements have been met.

Bill Hendrickson, Community Development Director This ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

2. Request approval of Lodger's Tax Board recommendation for the leasing of two billboards on I-40 for 1 year.

Bill Hendrickson, Community Development Director/Krutik Bhakta, Lodgers Tax Chairman This is an expansion to the I-40 corridor to attract visitors to Las Vegas. Cost for the 1-year contract is \$8,004.30 each for a total of 16,008.60. The contract with Las Vegas First will become effective in April.

3. Request approval to publish Ordinance 21-10 an ordinance to amend the Code of the City of Las Vegas by amending the court fees collected by the Municipal Court in Section 20-13(A).

Scott Aaron, City Attorney Amendments are being made at the request of Judge Trujillo for more specificity in regards to court fees collected.

4. Request to award request for proposals #2021-15 for the Public Works concrete flatwork to JJ & Son Excavation.

Maria Gilvarry, Utilities Director The RFP was advertised in the Las Vegas Optic, Albuquerque Journal and City website. Public Works received three proposals.

5. Request approval of Resolution No. 21-13 Acceptance and Approval of the FY 2020 Audit.

Jesus Baquera, Finance Director The FY 2020 audit has been completed and the City of Las Vegas has received a letter from the State Auditor authorizing release of the FY2020 audit.

XIII. EXECUTIVE SESSION

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

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

XIV. ADJOURN

ATTENTION PERSONS WITH 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 attending the meeting via Google Meet, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

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



Casandra Fresquez <cfresquez@lasvegasnm.gov>

Business Advisory Committee member appointees

1 message

Loretta Martin <lmartin@lasvegasnm.gov>

Wed, Apr 7, 2021 at 11:49 AM

To: Casandra Fresquez <cfresquez@lasvegasnm.gov>

Cc: Bill Hendrickson <bhendrickson@lasvegasnm.gov>, Dr William Taylor <williamtaylor@lasvegasnm.gov>

Casandra,

Here is the confirmed list of Business Advisory Committee members for appointment and approval at the April 14 Council meeting.

Jane Lumsden
Sara Jo Matthews
Jacque Geoffrion
Eugene Romero
Phillip Martinez
Nancy Coalillio
Allan Afedlt
Matt Martinez
Councilor David Romero
Josef Jaureguiberry
Jose Maestas

--

" The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours"

Loretta A Abreu Martin
Community Liaison
City of Las Vegas
1700 Grand Ave
Las Vegas, New Mexico 87701
505 454-1401 #1003

The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours

This communication is the property of [The City of Las Vegas](#) and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.



CITY OF LAS VEGAS
COUNCIL SPECIAL MEETING AGENDA REQUEST FORM

Meeting Date: April 14, 2021

Date Submitted: 4/2/21

Department: Finance

Item/Topic: Presentation by Erik Harrigan and Regina Gaysina with RBC Capital reporting on the City's bonding capacity for future loans.

Fiscal Impact: N/A

Attachments: N/A

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

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

William Taylor

City Manager

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



CITY OF LAS VEGAS
COUNCIL SPECIAL MEETING AGENDA REQUEST FORM

Meeting Date: April 14, 2021

Date Submitted: 4/2/21

Department: Executive

Item/Topic: Presentation by Dr. Eric Romero with New Mexico Highlands University reporting on the NMHU Cultural Park collaboration.

Fiscal Impact: N/A

Attachments: N/A

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

Approved For Submittal By:
Mayor Louie Trujillo


City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: 4/14/21

Date Submitted: 3/26/21

Department: Community Development

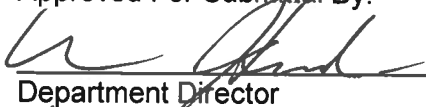
Item/Topic: Presentation advising Council that Community Development will be working with the Las Vegas Arts Council for submitting a grant through the National Endowment for the Arts. Projects for underserved youth are the focus in providing exposure to or appreciation of the arts. This will be used to get youth involved in creating murals around the City.

Fiscal Impact: Grant is for \$10,000 with a City match of \$10,000. Total for program is \$20,000.

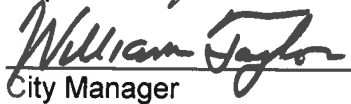
Attachments: NEA Program Description

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.

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CHALLENGE AMERICA: Program Description

FAQs for Applicants & Awardees in Response to COVID-19 » [</covid-19-faqs>](#)

The National Endowment for the Arts is the only arts funder in America—public or private—that provides access to the arts in all 50 states, the District of Columbia, and U.S. territories. Through our grantmaking to thousands of organizations each year, we support the creative capacity of communities to provide all Americans with diverse opportunities for arts participation. Since 2001, the Challenge America program has extended the Arts Endowment's reach by promoting equal access to the arts in communities across America.

Challenge America offers support primarily to small organizations for projects in all artistic disciplines that extend the reach of the arts to populations that are underserved. The program is rooted in principles that include, but are not limited to, our recognition that:

- Some populations and some geographic areas have limited grant funding opportunities, and/or have been historically underserved by national arts funding;
- Some small organizations may face barriers to accessing grant funding; and
- Some applicants to the Arts Endowment may benefit from enhanced technical assistance resources.

Challenge America seeks to address these potential barriers for organizations seeking funding. The program features an abbreviated application, a standardized \$10,000 grant amount, and a robust structure of technical assistance to facilitate entry to Arts Endowment funding opportunities.

This category is an entry point for organizations seeking Arts Endowment funding. First-time applicants to the Arts Endowment, as well as previous Arts Endowment applicants who have **not** been recommended for funding in any of the three most recent Fiscal Years (FYs 2019, 2020, or 2021) in any of the following grant programs, **are eligible** to apply:

- Grants for Arts Projects (formerly known as Art Works),
- Research Grants in the Arts, or
- Our Town.

Previous Arts Endowment applicants recommended for FY 2019, FY 2020, or FY 2021 funding in Grants for Arts Projects (formerly known as Art Works), Research Grants in the Arts, or Our Town are **not eligible** to apply.

Previous Challenge America applicants and grantees **are eligible** to apply, as long as they were not recommended for FY 2019, FY 2020, or FY 2021 funding in Grants for Arts Projects (formerly known as Art Works), Research Grants in the Arts, or Our Town. See Applicant Eligibility </grants/challenge-america/eligibility> for more information.

Our expectation is that organizations will eventually transition from Challenge America to Grants for Arts Projects </grants/grants-for-arts-projects>, the Arts Endowment's principal funding opportunity.

Projects

Challenge America supports arts projects in all artistic disciplines. Projects must extend the reach of the arts to populations that are underserved. Possible projects include, but are not limited to: arts programming, including commissioning or presentation of artists or artwork; marketing and promotional activities; and organizational planning. Projects may consist of one or more specific events or activities, and should not cover an entire season of programming. **We do not support seasonal or general operating support.** Applicants should carefully read the application Review Criteria </grants/challenge-america/application-review> and address those criteria in the application.

Applicants proposing Arts Education projects: Projects for youth where the focus is exposure to or appreciation of the arts—whether activities take place in school, after school, during the summer, or in community settings are welcome in Challenge America. Projects for youth with a pre-K-12, standards-based arts education focus should

not apply to Challenge America. (See the Arts Education section of the Grants for Arts Projects </grants/grants-for-arts-projects/program-description> funding category for more information.)

What do we mean by underserved populations?

The term “underserved,” as defined by our legislation and agency policy, refers to those whose opportunities to experience the arts are limited by **geography, ethnicity, economics, or disability**. At least one of these characteristics must be evident in the proposed project. Age alone (e.g., youth, seniors) does not qualify a group as underserved.

As appropriate, engagement with the following constituencies is encouraged (in accordance with White House Executive Orders):

- Historically Black Colleges and Universities,
- Tribal Colleges and Universities,
- American Indian and Alaska Native tribes,
- African American Serving Institutions,
- Hispanic Serving Institutions,
- Asian American and Pacific Islander communities, and
- Organizations that support the independence and lifelong inclusion of people with disabilities.

Projects may focus on reaching a particular constituency; however, they may not be exclusionary under national laws and policies </sites/default/files/gtc-for-organizations-rev2-12.14.20.pdf#page=22> prohibiting discrimination. This extends to hiring practices and audience engagement.

Staff Assistance

We understand that applying for federal funding can be a significant undertaking. Our staff strives to ensure that every applicant receives the support they need to understand every step of the application process and ultimately submit the most competitive application possible.

We are available to answer questions you might have about Challenge America. Reach out to us if you have questions about whether your organization and proposed project are a good match for the Challenge America program, or about any other aspect of the application process. Contact: challengeamerica@arts.gov or 202-682-5700

For more information, see “How to Apply </grants/challenge-america/how-to-apply>” in the left sidebar, as well as the application questions that you will be asked located here </sites/default/files/fy22-challenge-america-part2-instructions.pdf>.

National Historic Preservation Act and/or the National Environmental Policy Act Review

If you are recommended for a grant, your project may be subject to the National Historic Preservation Act [/https://www.achp.gov/digital-library-section-106-landing/citizens-guide-section-106-review](https://www.achp.gov/digital-library-section-106-landing/citizens-guide-section-106-review) (NHPA) and/or the National Environmental Policy Act [/https://www.epa.gov/nepa](https://www.epa.gov/nepa) (NEPA), in which case the National Endowment for the Arts will conduct a review of your project to ensure that it is compliant with NHPA/NEPA.

Some of the common project types that garner a NHPA review are:

- A project involving or occurring near a district, site, building, landscape, structure or object that is 50 years old and therefore potentially eligible for inclusion in the National Register of Historic Places (note that in some instances, buildings or structures that are less than 50 years old may be included in or eligible for inclusion in the National Register of Historic Places).
- The commissioning and installation of temporary or permanent outdoor furnishings such as benches or market structures, or art such as a sculpture or mural.
- An outdoor arts festival.
- Design planning and services for projects that may involve a historic site, structure, or district.

This review and approval process may take up to several months to complete and may delay your project's start date and our ability to make a grant award and/or our ability to release grant funds. If you are recommended for an award which may have historic preservation or environmental concerns (NHPA/NEPA), you will be notified and asked to provide additional information. Thorough and complete information for all project activities and locations will expedite the review. The Arts Endowment cannot release an award and/or grant funds until the NHPA/NEPA review is complete.

Learn more about the questions you will need to answer

<https://www.arts.gov/sites/default/files/nhpa-nepa-questionnaire-pra-11.1.19-rev.pdf> for the review of a project impacted by the National Historic Preservation Act and/or the National Environmental Policy Act.

Accessibility

Federal regulations require that all National Endowment for the Arts-funded projects be accessible to people with disabilities. Funded activities must be held in a physically accessible venue and program access and effective communication must be provided for participants and audience members with disabilities. If your project is recommended for funding, you will be asked to provide detailed information describing how you will make your project physically and programmatically accessible to people with disabilities. See [Award Administration </grants/challenge-america/award-administration>](#) for more information.

Stay Connected to the National Endowment for the Arts

Sign up for our newsletters and magazine

Newsletter Signup
</form/e-newsletter-signup>

Magazine Signup </form/sign-up-for-american-artscape-magazine>



CITY OF LAS VEGAS
COUNCIL SPECIAL MEETING AGENDA REQUEST FORM

Meeting Date: April 14, 2021

Date Submitted: 4/2/21

Department: Community Development

Item/Topic: Presentation by Chuck Griego, Film and Events Coordinator, giving an update regarding the Fourth of July Fiestas and other sponsored City events.

Fiscal Impact: N/A

Attachments: N/A

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

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

William Gayle

City Manager

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: April 14, 2021

Date Submitted: 03/31/21

Department: Utilities

Item/Topic: Publication of Ordinance No. 21-05 authorizing a loan agreement with NMFA for the water line replacement project on Mills Avenue and Hot Springs Blvd. The loan funding package is assigned as follows:

Loan Principle: \$200,000.00

Loan Subsidy Grant Funds: \$600,000.00

Total Amount: \$800,000.00

Fiscal Impact: This project is expected to be fully funded based on engineering estimates.

Attachments: Ordinance 21-05 (Agreement), Ordinance 21-05 notice of publication, NMFA financing and distribution schedule and list.

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.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
ORDINANCE NO. 21-05 OF THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
MAY 12, 2021**

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

The City Council (the “Governing Body”) of the City of Las Vegas, New Mexico (the “Governmental Unit”), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, being the meeting place of the Governing Body for the meeting held on the 12th day of May, 2021, at the hour of 5:30 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

Councilors:

Absent:

Also Present:

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

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-05

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN TWO HUNDRED THOUSAND DOLLARS (\$200,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN SIX HUNDRED THOUSAND DOLLARS (\$600,000), FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION OF A WATER DISTRIBUTION MAIN REPLACEMENT, INCLUDING BUT NOT LIMITED TO, THE REPLACEMENT OF EXISTING SERVICES, THE INSTALLATION OF ASSOCIATED APPURTENANCES, AND PRESSURE REDUCING VALVES ALONG HOT SPRINGS BOULEVARD BETWEEN THE SOUTHSIDE OF MILLS AVENUE AND SAN MIGUEL STREET, INCLUDING THE BORE AT HOT SPRINGS BOULEVARD AND MILLS AVENUE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

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

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

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

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

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

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

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; NMSA 1978, §§ 3-31-1 through 3-31-12; the Municipal Charter of the Governmental Unit, all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

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

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

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

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

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

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

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

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

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

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

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is six hundred thousand dollars (\$600,000).

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is two hundred thousand dollars (\$200,000).

“Maximum Principal Amount” means eight hundred thousand dollars (\$800,000).

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

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

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

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

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

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

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 21-05 adopted by the Governing Body of the Governmental Unit on May 12, 2021, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

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

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

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

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

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

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

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

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

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

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described on 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.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of two hundred thousand dollars (\$200,000) and interest thereon, and to accept a loan subsidy in the amount of six hundred thousand dollars (\$600,000) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of two hundred thousand dollars (\$200,000). The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

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

Section 7. 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 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 nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability

upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien, but not necessarily an exclusive lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. 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 and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this 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 Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, 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 Closing Date, 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, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, 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 is of general circulation in the Governmental Unit, and the 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:

[Remainder of page intentionally left blank.]

[Form of Summary of Ordinance for Publication.]

City of Las Vegas, San Miguel County, 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. 21-05, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on May 12, 2021. Complete copies of the Ordinance are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Ave., Las Vegas, New Mexico 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-05

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN TWO HUNDRED THOUSAND DOLLARS (\$200,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN SIX HUNDRED THOUSAND DOLLARS (\$600,000), FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION OF A WATER DISTRIBUTION MAIN REPLACEMENT, INCLUDING BUT NOT LIMITED TO, THE REPLACEMENT OF EXISTING SERVICES, THE INSTALLATION OF ASSOCIATED APPURTENANCES, AND PRESSURE REDUCING VALVES ALONG HOT SPRINGS BOULEVARD BETWEEN THE SOUTHSIDE OF MILLS AVENUE AND SAN MIGUEL STREET, INCLUDING THE BORE AT HOT SPRINGS BOULEVARD AND MILLS AVENUE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance.
This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF MAY, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

The motion to adopt 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 other matters not relating to the Ordinance, the meeting on motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

I, Casandra Fresquez, the duly appointed, 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 (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, on May 12, 2021, at the hour of 5:30 p.m., insofar as the same relate to the adoption of the Ordinance and the execution and delivery of the proposed Loan 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution No. 20-33 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of June, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

[SEAL]

By _____
Casandra Fresquez, City Clerk

EXHIBIT “A”

Affidavit of Publication of Notice of Public Hearing and Intent to Adopt Ordinance,
Notice and Agenda of Meeting and
Affidavit of Publication of Notice of Adoption of Ordinance

CITY OF LAS VEGAS, NEW MEXICO
Notice of Public Hearing

Notice is hereby given that at its regular meeting on May 12, 2021, commencing at the hour of 5:30 p.m., being held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, the City of Las Vegas, New Mexico ("City") will conduct a public hearing to consider a proposed Ordinance, the title of which appears below. A complete copy of the Ordinance is available for public inspection during normal and regular business hours at the Office of the City Clerk, at 1700 North Grand Ave., Las Vegas, New Mexico, 87701.

The title of the proposed Ordinance is:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN TWO HUNDRED THOUSAND DOLLARS (\$200,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN SIX HUNDRED THOUSAND DOLLARS (\$600,000), FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION OF A WATER DISTRIBUTION MAIN REPLACEMENT, INCLUDING, BUT NOT LIMITED TO, THE REPLACEMENT OF EXISTING SERVICES, THE INSTALLATION OF ASSOCIATED APPURTENANCES, AND PRESSURE REDUCING VALVES ALONG HOT SPRINGS BOULEVARD BETWEEN THE SOUTHSIDE OF MILLS AVENUE AND SAN MIGUEL STREET, INCLUDING THE BORE AT HOT SPRINGS BOULEVARD AND MILLS AVENUE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.

Publication of this notice constitutes compliance with NMSA 1978, § 3-17-3.

MARCH 2021						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2021						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2021						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NEW MEXICO FINANCE AUTHORITY

FINANCING SCHEDULE & DISTRIBUTION LIST

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO DRINKING WATER STATE REVOLVING LOAN FUND LOANS PROJECT NUMBERS:

DW-5354 – (\$800,000) Hotsprings Waterline replacement
DW-5355 – (\$500,000) WTP Pump Replacement
DW-5356 – (\$300,000) Clarifier Basin Vacuum system
DW-5362 – (\$500,000) Hanna Park Re-use System Expansion
DW-5363 – (\$200,000) WTP pump replacement

Prepared: March 1, 2021

Revised: March 25, 2021

DATE	ACTION	PARTIES
Wednesday, September 9, 2020	Financial Advisor presents to Credit Committee	Finance Authority
Wednesday, September 16, 2020	Public Lending Committee recommends approval	Finance Authority
Thursday, September 24, 2020	Finance Authority Board meeting to approve loan requests	Finance Authority
Thursday, March 25, 2021	Distribute draft Ordinances and Notices of Public Hearing for review and comment to all	VN
Wednesday, March 31, 2021	Comments due on draft Notices of Public Hearing and draft Ordinances	Finance Authority, Borrower, Borrower's counsel
Wednesday, April 7, 2021	If needed, distribution of revised drafts of Notices of Public Hearing and Ordinances to City for first readings	VN
Wednesday, April 14, 2021	First reading of Ordinances; Governing Body Schedules Ordinances for Public Hearing and has first readings of Ordinances	Borrower
Monday, April 19, 2021	Distribute revised Ordinance, and draft Loan Documents for review and comment to all	VN
Monday, April 26, 2021	Submit Notices of Public Hearing and Intent to Adopt Ordinances to newspaper for publication before 11:00 a.m.	VN

DATE	ACTION	PARTIES
Monday, April 26, 2021	Final Interim Debt Service Schedules Due to VN	Finance Authority
Wednesday, April 28, 2021	Publication of Notices of Public Hearing and Intent to Adopt Ordinances published in <i>Las Vegas Optic</i>	Newspaper
Wednesday, April 28, 2021	Final comments due on drafts of the Ordinances, Loan Agreements and Closing Documents	Finance Authority, Borrower, Borrower's Counsel
Wednesday, May 5, 2021	Closing documents in final form distributed to Borrower for signature with a copy to the Finance Authority	VN
Wednesday, May 12, 2021	Submit notices of adoption of Ordinances to the <i>Las Vegas Optic</i>	VN
Wednesday, May 12, 2021	Governing Body adopts Ordinances	Borrower
Friday, May 14, 2021	Publication of notices of adoption of Ordinances in the <i>Las Vegas Optic</i>	Legal newspaper for Borrower
Wednesday, May 26, 2021	Delivery of fully executed documents to Loan Counsel	Borrower
Thursday, June 10, 2021	Distribution of signed Ordinances, Loan Documents and Closing Documents to the Finance Authority for signature before 5:00 p.m.	VN
Monday, June 14, 2021	Expiration of 30-day limitation of action period	
Wednesday, June 16, 2021	Finance Authority signatures due	Finance Authority
Friday, June 18, 2021	Send closing emails to working group	VN
Friday, June 18, 2021	Closing by email	All
Two weeks after receipt of all transcript documents	Transcripts distributed	VN

BORROWER

City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701
Phone: (505) 454-1401

Contact(s):
Marvin Cordova, Project Manager
905 12th Street
Las Vegas, New Mexico
Email: mcordova@lasvegasnm.gov
Phone: (505) 454-1401 ext. 2003

NEW MEXICO FINANCE AUTHORITY

(Finance Authority)
207 Shelby Street
Santa Fe, New Mexico 87501
Phone: (505) 984-1454

Michael Vonderheide,
Managing Director, Program Administration
Email: mvonderheide@nmfa.net

Bryan Otero, Legal and Compliance Counsel
Email: botero@nmfa.net
Charlotte Larragoite

Maria Gilvarry, Utilities Director
Phone: (505) 454-3832 ext. 2000
Email: gilvarrym@lasvegasnm.gov

Casandra Fresquez, City Clerk
Email: cfresquez@lasvegasnm.gov
Phone: (505) 454-1401 ext.1402

BORROWER'S COUNSEL

Scott G. Aaron, City Attorney
Email: saaron@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1201

Darlene Arguello, Paralegal
Email: darlenea@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1203

BORROWER'S ENGINEERS

DW-5354

Wayland Oliver, Project Engineer
Stantec
Phone: (575) 461-4277
Email: wayland.oliver@stantec.com

DW-5355, DW-5356 and DW-5363

Donzil Q. Worthington, Project Engineer
Bohannon Huston, Inc.
Phone: (505) 823-1000
Email: dworthington@bhinc.com

DW-5362

Jonah Ruybalid, P.E., CFM
Molzen Corbin
Phone: (505) 242-5700
Email: jruybalid@molzencorbin.com

LOAN COUNSEL

Virtue & Najjar, PC (VN)
2200 Brothers Road, 2nd Floor
P.O. Box 22249
Santa Fe, New Mexico 87502-2249
Phone: (505) 983-6101
Fax: (505) 983-8304

Richard L.C. Virtue, Attorney
Email: rvirtue@virtuelaw.com
Phone: (505) 983-6101 ext. 57

Paralegal and Compliance Assistant
Email: clarragoite@nmfa.net

Todd Johansen, Senior Program Administrator
Email: tjohansen@nmfa.net

Drinking Water Administrator
Email: DW@nmfa.net

Leslie J. Medina, Managing Director,
Loan Operations
Email: lmedina@nmfa.net

Mary Finney, Funding Coordinator
Phone: (505) 992-9658
Email: mfinney@nmfa.net

NEWSPAPER

Las Vegas Optic
614 Lincoln Street
Las Vegas, NM 87701
Phone: (505) 425-6796
Email: legals@lasvegasoptic.com

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

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

Cybele Carpenter, Paralegal
Email: ccarpenter@virtuelaw.com
Phone: (505) 983-6101 ext. 0



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: April 14, 2021

Date Submitted: 03/31/21

Department: Utilities

Item/Topic: Publication of Ordinance No. 21-06 authorizing a loan agreement with NMFA for the water treatment plant SCADA system project. The loan funding package is assigned as follows:

Loan Principle: \$125,000.00

Loan Subsidy Grant Funds: \$375,000.00

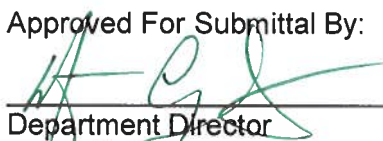
Total Amount: \$500,000.00

Fiscal Impact: First phase is fully funded based on engineering estimates.

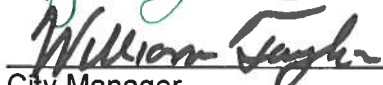
Attachments: Ordinance 21-06 (Agreement), Ordinance 21-06 notice of publication, NMFA financing and distribution schedule and list.

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.

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
ORDINANCE NO. 21-06 OF THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
MAY 12, 2021**

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

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico (the "Governmental Unit"), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, being the meeting place of the Governing Body for the meeting held on the 12th day of May, 2021, at the hour of 5:30 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

Councilors:

Absent:

Also Present:

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

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-06

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000), FOR THE PURPOSE OF FINANCING THE COSTS OF A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM THAT WILL MONITOR AND CONTROL THE PROCESS BOTH LOCALLY AND REMOTELY WITH VARIOUS PROCESS ELEMENTS FOR THE EXISTING WATER TREATMENT FACILITY WHICH PROVIDES THE PRIMARY SOURCE OF DRINKING WATER FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

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

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

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

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

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

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

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; NMSA 1978, §§ 3-31-1 through 3-31-12; the Municipal Charter of the Governmental Unit, all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

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

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

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

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

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

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

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

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

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

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

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is three hundred seventy-five thousand dollars (\$375,000).

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is one hundred twenty-five thousand dollars (\$125,000).

“Maximum Principal Amount” means five hundred thousand dollars (\$500,000).

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

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

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

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

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

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

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 21-06 adopted by the Governing Body of the Governmental Unit on May 12, 2021, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

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

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

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

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

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

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

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

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

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

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described on 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.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of one hundred twenty-five thousand dollars (\$125,000) and interest thereon, and to accept a loan subsidy in the amount of three hundred seventy-five thousand dollars (\$375,000) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of one hundred twenty-five thousand dollars (\$125,000). The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

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

Section 7. 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 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 nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in

this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien, but not necessarily an exclusive lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. 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 and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this 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 Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, 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 Closing Date, 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, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, 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 is of general circulation in the Governmental Unit, and the 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:

[Remainder of page intentionally left blank.]

[Form of Summary of Ordinance for Publication.]

City of Las Vegas, San Miguel County, 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. 21-06, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on May 12, 2021. Complete copies of the Ordinance are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Ave., Las Vegas, New Mexico 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-06

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000), FOR THE PURPOSE OF FINANCING THE COSTS OF A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM THAT WILL MONITOR AND CONTROL THE PROCESS BOTH LOCALLY AND REMOTELY WITH VARIOUS PROCESS ELEMENTS FOR THE EXISTING WATER TREATMENT FACILITY WHICH PROVIDES THE PRIMARY SOURCE OF DRINKING WATER FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance.
This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF MAY, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

The motion to adopt 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 other matters not relating to the Ordinance, the meeting on motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

I, Casandra Fresquez, the duly appointed, 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 (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, on May 12, 2021, at the hour of 5:30 p.m., insofar as the same relate to the adoption of the Ordinance and the execution and delivery of the proposed Loan 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution No. 20-33 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of June, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

[SEAL]

By Casandra Fresquez, City Clerk

EXHIBIT "A"

Affidavit of Publication of Notice of Public Hearing and Intent to Adopt Ordinance,
Notice and Agenda of Meeting and
Affidavit of Publication of Notice of Adoption of Ordinance

CITY OF LAS VEGAS, NEW MEXICO
Notice of Public Hearing

Notice is hereby given that at its regular meeting on May 12, 2021, commencing at the hour of 5:30 p.m., being held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, the City of Las Vegas, New Mexico ("City") will conduct a public hearing to consider a proposed Ordinance, the title of which appears below. A complete copy of the Ordinance is available for public inspection during normal and regular business hours at the Office of the City Clerk, at 1700 North Grand Ave., Las Vegas, New Mexico, 87701.

The title of the proposed Ordinance is:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000), FOR THE PURPOSE OF FINANCING THE COSTS OF A SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM THAT WILL MONITOR AND CONTROL THE PROCESS BOTH LOCALLY AND REMOTELY WITH VARIOUS PROCESS ELEMENTS FOR THE EXISTING WATER TREATMENT FACILITY WHICH PROVIDES THE PRIMARY SOURCE OF DRINKING WATER FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.
Publication of this notice constitutes compliance with NMSA 1978, § 3-17-3.

MARCH 2021						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2021						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2021						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NEW MEXICO FINANCE AUTHORITY

FINANCING SCHEDULE & DISTRIBUTION LIST

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO DRINKING WATER STATE REVOLVING LOAN FUND LOANS PROJECT NUMBERS:

DW-5354 – (\$800,000) Hotsprings Waterline replacement
DW-5355 – (\$500,000) WTP Pump Replacement
DW-5356 – (\$300,000) Clarifier Basin Vacuum system
DW-5362 – (\$500,000) Hanna Park Re-use System Expansion
DW-5363 – (\$200,000) WTP pump replacement

Prepared: March 1, 2021

Revised: March 25, 2021

DATE	ACTION	PARTIES
Wednesday, September 9, 2020	Financial Advisor presents to Credit Committee	Finance Authority
Wednesday, September 16, 2020	Public Lending Committee recommends approval	Finance Authority
Thursday, September 24, 2020	Finance Authority Board meeting to approve loan requests	Finance Authority
Thursday, March 25, 2021	Distribute draft Ordinances and Notices of Public Hearing for review and comment to all	VN
Wednesday, March 31, 2021	Comments due on draft Notices of Public Hearing and draft Ordinances	Finance Authority, Borrower, Borrower's counsel
Wednesday, April 7, 2021	If needed, distribution of revised drafts of Notices of Public Hearing and Ordinances to City for first readings	VN
Wednesday, April 14, 2021	First reading of Ordinances; Governing Body Schedules Ordinances for Public Hearing and has first readings of Ordinances	Borrower
Monday, April 19, 2021	Distribute revised Ordinance, and draft Loan Documents for review and comment to all	VN
Monday, April 26, 2021	Submit Notices of Public Hearing and Intent to Adopt Ordinances to newspaper for publication before 11:00 a.m.	VN

DATE	ACTION	PARTIES
Monday, April 26, 2021	Final Interim Debt Service Schedules Due to VN	Finance Authority
Wednesday, April 28, 2021	Publication of Notices of Public Hearing and Intent to Adopt Ordinances published in <i>Las Vegas Optic</i>	Newspaper
Wednesday, April 28, 2021	Final comments due on drafts of the Ordinances, Loan Agreements and Closing Documents	Finance Authority, Borrower, Borrower's Counsel
Wednesday, May 5, 2021	Closing documents in final form distributed to Borrower for signature with a copy to the Finance Authority	VN
Wednesday, May 12, 2021	Submit notices of adoption of Ordinances to the <i>Las Vegas Optic</i>	VN
Wednesday, May 12, 2021	Governing Body adopts Ordinances	Borrower
Friday, May 14, 2021	Publication of notices of adoption of Ordinances in the <i>Las Vegas Optic</i>	Legal newspaper for Borrower
Wednesday, May 26, 2021	Delivery of fully executed documents to Loan Counsel	Borrower
Thursday, June 10, 2021	Distribution of signed Ordinances, Loan Documents and Closing Documents to the Finance Authority for signature before 5:00 p.m.	VN
Monday, June 14, 2021	Expiration of 30-day limitation of action period	
Wednesday, June 16, 2021	Finance Authority signatures due	Finance Authority
Friday, June 18, 2021	Send closing emails to working group	VN
Friday, June 18, 2021	Closing by email	All
Two weeks after receipt of all transcript documents	Transcripts distributed	VN

BORROWER

City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701
Phone: (505) 454-1401

Contact(s):
Marvin Cordova, Project Manager
905 12th Street
Las Vegas, New Mexico
Email: mcordova@lasvegasnm.gov
Phone: (505) 454-1401 ext. 2003

NEW MEXICO FINANCE AUTHORITY

(Finance Authority)
207 Shelby Street
Santa Fe, New Mexico 87501
Phone: (505) 984-1454

Michael Vonderheide,
Managing Director, Program Administration
Email: mvonderheide@nmfa.net

Bryan Otero, Legal and Compliance Counsel
Email: botero@nmfa.net
Charlotte Larragoite

Maria Gilvarry, Utilities Director
Phone: (505) 454-3832 ext. 2000
Email: gilvarrym@lasvegasnm.gov

Cassandra Fresquez, City Clerk
Email: cfresquez@lasvegasnm.gov
Phone: (505) 454-1401 ext.1402

BORROWER'S COUNSEL

Scott G. Aaron, City Attorney
Email: saaron@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1201

Darlene Arguello, Paralegal
Email: darlenea@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1203

BORROWER'S ENGINEERS

DW-5354

Wayland Oliver, Project Engineer
Stantec
Phone: (575) 461-4277
Email: wayland.oliver@stantec.com

DW-5355, DW-5356 and DW-5363

Donzil Q. Worthington, Project Engineer
Bohannon Huston, Inc.
Phone: (505) 823-1000
Email: dworthington@bhinc.com

DW-5362

Jonah Ruybalid, P.E., CFM
Molzen Corbin
Phone: (505) 242-5700
Email: jruybalid@molzencorbin.com

LOAN COUNSEL

Virtue & Najjar, PC (VN)
2200 Brothers Road, 2nd Floor
P.O. Box 22249
Santa Fe, New Mexico 87502-2249
Phone: (505) 983-6101
Fax: (505) 983-8304

Richard L.C. Virtue, Attorney
Email: rvirtue@virtuelaw.com
Phone: (505) 983-6101 ext. 57

Paralegal and Compliance Assistant
Email: clarragoite@nmfa.net

Todd Johansen, Senior Program Administrator
Email: tjohansen@nmfa.net

Drinking Water Administrator
Email: DW@nmfa.net

Leslie J. Medina, Managing Director,
Loan Operations
Email: lmolina@nmfa.net

Mary Finney, Funding Coordinator
Phone: (505) 992-9658
Email: mfinney@nmfa.net

NEWSPAPER

Las Vegas Optic
614 Lincoln Street
Las Vegas, NM 87701
Phone: (505) 425-6796
Email: legals@lasvegasoptic.com

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

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

Cybele Carpenter, Paralegal
Email: ccarpenter@virtuelaw.com
Phone: (505) 983-6101 ext. 0



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: April 14, 2021

Date Submitted: 03/31/21

Department: Utilities

Item/Topic: Publication of Ordinance No. 21-07 authorizing a loan agreement with NMFA for the water treatment plant clarifier sedimentation basin vacuum system project. The loan funding package is assigned as follows:

Loan Principle: \$75,000.00

Loan Subsidy Grant Funds: \$225,000.00

Total Amount: \$300,000.00

Fiscal Impact: Funding will cover 60% of project cost. Balance will be City funded.

Attachments: Ordinance 21-07 (Agreement), Ordinance 21-07 notice of publication, NMFA financing and distribution schedule and list.

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.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
ORDINANCE NO. 21-07 OF THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
MAY 12, 2021**

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

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico (the "Governmental Unit"), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, being the meeting place of the Governing Body for the meeting held on the 12th day of May, 2021, at the hour of 5:30 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

Councilors:

Absent:

Also Present:

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

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-07

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000), FOR THE PURPOSE OF FINANCING THE COSTS OF REPLACING THE GOVERNMENTAL UNIT'S FAILING CLARIFIER SEDIMENTATION BASIN VACUUM SYSTEM LOCATED AT THE GOVERNMENTAL UNIT'S WATER TREATMENT PLANT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

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

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

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

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

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

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

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; NMSA 1978, §§ 3-31-1 through 3-31-12; the Municipal Charter of the Governmental Unit, all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

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

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

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

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding

to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

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

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

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement as shown on the Term Sheet.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit "B" thereto.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is two hundred twenty-five thousand dollars (\$225,000).

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is seventy-five thousand dollars (\$75,000).

“Maximum Principal Amount” means three hundred thousand dollars (\$300,000).

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

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

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

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

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

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

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 21-07 adopted by the Governing Body of the Governmental Unit on May 12, 2021, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

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

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

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

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

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

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

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

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

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

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described on 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.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose

of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of seventy-five thousand dollars (\$75,000) and interest thereon, and to accept a loan subsidy in the amount of two hundred twenty-five thousand dollars (\$225,000) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of seventy-five thousand dollars (\$75,000). The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

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

Section 7. 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 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 nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or

give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case

moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien, but not necessarily an exclusive lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. 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 and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this 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 Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, 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 Closing Date, 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, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, 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 is of general circulation in the Governmental Unit, and the 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:

[Remainder of page intentionally left blank.]

[Form of Summary of Ordinance for Publication.]

City of Las Vegas, San Miguel County, 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. 21-07, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on May 12, 2021. Complete copies of the Ordinance are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Ave., Las Vegas, New Mexico 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-07

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000), FOR THE PURPOSE OF FINANCING THE COSTS OF REPLACING THE GOVERNMENTAL UNIT'S FAILING CLARIFIER SEDIMENTATION BASIN VACUUM SYSTEM LOCATED AT THE GOVERNMENTAL UNIT'S WATER TREATMENT PLANT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance.
This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF MAY, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

The motion to adopt 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 other matters not relating to the Ordinance, the meeting on motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

I, Casandra Fresquez, the duly appointed, 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 (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, on May 12, 2021, at the hour of 5:30 p.m., insofar as the same relate to the adoption of the Ordinance and the execution and delivery of the proposed Loan 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution No. 20-33 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of June, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

[SEAL]

By _____
Casandra Fresquez,, City Clerk

EXHIBIT “A”

Affidavit of Publication of Notice of Public Hearing and Intent to Adopt Ordinance,
Notice and Agenda of Meeting and
Affidavit of Publication of Notice of Adoption of Ordinance

CITY OF LAS VEGAS, NEW MEXICO
Notice of Public Hearing

Notice is hereby given that at its regular meeting on May 12, 2021, commencing at the hour of 5:30 p.m., being held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, the City of Las Vegas, New Mexico ("City") will conduct a public hearing to consider a proposed Ordinance, the title of which appears below. A complete copy of the Ordinance is available for public inspection during normal and regular business hours at the Office of the City Clerk, at 1700 North Grand Ave., Las Vegas, New Mexico, 87701.

The title of the proposed Ordinance is:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000), FOR THE PURPOSE OF FINANCING THE COSTS OF REPLACING THE GOVERNMENTAL UNIT'S FAILING CLARIFIER SEDIMENTATION BASIN VACUUM SYSTEM LOCATED AT THE GOVERNMENTAL UNIT'S WATER TREATMENT PLANT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.
Publication of this notice constitutes compliance with NMSA 1978, § 3-17-3.

MARCH 2021						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2021						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2021						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NEW MEXICO FINANCE AUTHORITY

FINANCING SCHEDULE & DISTRIBUTION LIST

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO DRINKING WATER STATE REVOLVING LOAN FUND LOANS PROJECT NUMBERS:

DW-5354 – (\$800,000) Hotsprings Waterline replacement
DW-5355 – (\$500,000) WTP Pump Replacement
DW-5356 – (\$300,000) Clarifier Basin Vacuum system
DW-5362 – (\$500,000) Hanna Park Re-use System Expansion
DW-5363 – (\$200,000) WTP pump replacement

Prepared: March 1, 2021

Revised: March 25, 2021

DATE	ACTION	PARTIES
Wednesday, September 9, 2020	Financial Advisor presents to Credit Committee	Finance Authority
Wednesday, September 16, 2020	Public Lending Committee recommends approval	Finance Authority
Thursday, September 24, 2020	Finance Authority Board meeting to approve loan requests	Finance Authority
Thursday, March 25, 2021	Distribute draft Ordinances and Notices of Public Hearing for review and comment to all	VN
Wednesday, March 31, 2021	Comments due on draft Notices of Public Hearing and draft Ordinances	Finance Authority, Borrower, Borrower's counsel
Wednesday, April 7, 2021	If needed, distribution of revised drafts of Notices of Public Hearing and Ordinances to City for first readings	VN
Wednesday, April 14, 2021	First reading of Ordinances; Governing Body Schedules Ordinances for Public Hearing and has first readings of Ordinances	Borrower
Monday, April 19, 2021	Distribute revised Ordinance, and draft Loan Documents for review and comment to all	VN
Monday, April 26, 2021	Submit Notices of Public Hearing and Intent to Adopt Ordinances to newspaper for publication before 11:00 a.m.	VN

DATE	ACTION	PARTIES
Monday, April 26, 2021	Final Interim Debt Service Schedules Due to VN	Finance Authority
Wednesday, April 28, 2021	Publication of Notices of Public Hearing and Intent to Adopt Ordinances published in <i>Las Vegas Optic</i>	Newspaper
Wednesday, April 28, 2021	Final comments due on drafts of the Ordinances, Loan Agreements and Closing Documents	Finance Authority, Borrower, Borrower's Counsel
Wednesday, May 5, 2021	Closing documents in final form distributed to Borrower for signature with a copy to the Finance Authority	VN
Wednesday, May 12, 2021	Submit notices of adoption of Ordinances to the <i>Las Vegas Optic</i>	VN
Wednesday, May 12, 2021	Governing Body adopts Ordinances	Borrower
Friday, May 14, 2021	Publication of notices of adoption of Ordinances in the <i>Las Vegas Optic</i>	Legal newspaper for Borrower
Wednesday, May 26, 2021	Delivery of fully executed documents to Loan Counsel	Borrower
Thursday, June 10, 2021	Distribution of signed Ordinances, Loan Documents and Closing Documents to the Finance Authority for signature before 5:00 p.m.	VN
Monday, June 14, 2021	Expiration of 30-day limitation of action period	
Wednesday, June 16, 2021	Finance Authority signatures due	Finance Authority
Friday, June 18, 2021	Send closing emails to working group	VN
Friday, June 18, 2021	Closing by email	All
Two weeks after receipt of all transcript documents	Transcripts distributed	VN

BORROWER

City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701
Phone: (505) 454-1401

Contact(s):
Marvin Cordova, Project Manager
905 12th Street
Las Vegas, New Mexico
Email: mcordova@lasvegasnm.gov
Phone: (505) 454-1401 ext. 2003

NEW MEXICO FINANCE AUTHORITY

(Finance Authority)
207 Shelby Street
Santa Fe, New Mexico 87501
Phone: (505) 984-1454

Michael Vonderheide,
Managing Director, Program Administration
Email: mvonderheide@nmfa.net

Bryan Otero, Legal and Compliance Counsel
Email: botero@nmfa.net
Charlotte Larragoite

Maria Gilvarry, Utilities Director
Phone: (505) 454-3832 ext. 2000
Email: gilvarrym@lasvegasnm.gov

Casandra Fresquez, City Clerk
Email: cfresquez@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1402

BORROWER'S COUNSEL

Scott G. Aaron, City Attorney
Email: saaron@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1201

Darlene Arguello, Paralegal
Email: darlenea@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1203

BORROWER'S ENGINEERS

DW-5354

Wayland Oliver, Project Engineer
Stantec
Phone: (575) 461-4277
Email: wayland.oliver@stantec.com

DW-5355, DW-5356 and DW-5363

Donzil Q. Worthington, Project Engineer
Bohannon Huston, Inc.
Phone: (505) 823-1000
Email: dworthington@bhinc.com

DW-5362

Jonah Ruybalid, P.E., CFM
Molzen Corbin
Phone: (505) 242-5700
Email: jruybalid@molzencorbin.com

LOAN COUNSEL

Virtue & Najjar, PC (VN)
2200 Brothers Road, 2nd Floor
P.O. Box 22249
Santa Fe, New Mexico 87502-2249
Phone: (505) 983-6101
Fax: (505) 983-8304

Richard L.C. Virtue, Attorney
Email: rvirtue@virtuelaw.com
Phone: (505) 983-6101 ext. 57

Paralegal and Compliance Assistant
Email: clarragoite@nmfa.net

Todd Johansen, Senior Program Administrator
Email: tjohansen@nmfa.net

Drinking Water Administrator
Email: DW@nmfa.net

Leslie J. Medina, Managing Director,
Loan Operations
Email: lmolina@nmfa.net

Mary Finney, Funding Coordinator
Phone: (505) 992-9658
Email: mfinney@nmfa.net

NEWSPAPER

Las Vegas Optic
614 Lincoln Street
Las Vegas, NM 87701
Phone: (505) 425-6796
Email: legals@lasvegasoptic.com

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

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

Cybele Carpenter, Paralegal
Email: ccarpenter@virtuelaw.com
Phone: (505) 983-6101 ext. 57



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: April 14, 2021

Date Submitted: 03/31/21

Department: Utilities

Item/Topic: Publication of Ordinance No. 21-08 authorizing a loan agreement with NMFA for the Hanna Park effluent line extension project. The loan funding package is assigned as follows:

Loan Principle: \$125,000.00

Loan Subsidy Grant Funds: \$375,000.00

Total Amount: \$500,000.00

Fiscal Impact: This project is expected to be fully funded based on engineering estimates.

Attachments: Ordinance 21-08 (Agreement), Ordinance 21-08 notice of publication, NMFA financing and distribution schedule and list.

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.

Approved For Submittal By:

Department Director

William Taylor
City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
ORDINANCE NO. 21-08 OF THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
MAY 12, 2021**

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

The City Council (the “Governing Body”) of the City of Las Vegas, New Mexico (the “Governmental Unit”), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, being the meeting place of the Governing Body for the meeting held on the 12th day of May, 2021, at the hour of 5:30 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

Councilors:

Absent:

Also Present:

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

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-08

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000), FOR THE PURPOSE OF FINANCING THE COSTS OF EXPANDING THE HANNA PARK WATER REUSE SYSTEM INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF APPROXIMATELY 7,000 FEET OF 4 INCH, 6 INCH, AND 10 INCH PVC EFFLUENT WATERLINES FROM THE GOVERNMENTAL UNIT'S RECREATION CENTER TO HANNA PARK INCLUDING ALL ASSOCIATED APPURTENANCES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

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

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

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

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

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

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

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; NMSA 1978, §§ 3-31-1 through 3-31-12; the Municipal Charter of the Governmental Unit, all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

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

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

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

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

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

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

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

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

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

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

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is three hundred seventy-five thousand dollars (\$375,000) .

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is one hundred twenty-five thousand dollars (\$125,000).

“Maximum Principal Amount” means five hundred thousand dollars (\$500,000).

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

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

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

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

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

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

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 21-08 adopted by the Governing Body of the Governmental Unit on May 12, 2021, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

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

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

"Subordinated Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Subsidy" means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

"System" means the public utility designated as the Governmental Unit's water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

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

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

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

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

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

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

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

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described on 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.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of one hundred twenty-five thousand dollars (\$125,000) and interest thereon, and to accept a loan subsidy in the amount of three hundred seventy-five thousand dollars (\$375,000) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of one hundred twenty-five thousand dollars (\$125,000). The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

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

Section 7. 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 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 nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in

this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien, but not necessarily an exclusive lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. 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 and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this 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 Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, 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 Closing Date, 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, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, 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 is of general circulation in the Governmental Unit, and the 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:

[Remainder of page intentionally left blank.]

[Form of Summary of Ordinance for Publication.]

City of Las Vegas, San Miguel County, 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. 21-08, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on May 12, 2021. Complete copies of the Ordinance are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Ave., Las Vegas, New Mexico 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-08

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000), FOR THE PURPOSE OF FINANCING THE COSTS OF EXPANDING THE HANNA PARK WATER REUSE SYSTEM INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF APPROXIMATELY 7,000 FEET OF 4 INCH, 6 INCH, AND 10 INCH PVC EFFLUENT WATERLINES FROM THE GOVERNMENTAL UNIT'S RECREATION CENTER TO HANNA PARK INCLUDING ALL ASSOCIATED APPURTENANCES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance.
This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF MAY, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

The motion to adopt 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 other matters not relating to the Ordinance, the meeting on motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

I, Casandra Fresquez, the duly appointed, 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 (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, on May 12, 2021, at the hour of 5:30 p.m., insofar as the same relate to the adoption of the Ordinance and the execution and delivery of the proposed Loan 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution No. 20-33 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of June, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

[SEAL]

By _____
Casandra Fresquez, City Clerk

EXHIBIT "A"

Affidavit of Publication of Notice of Public Hearing and Intent to Adopt Ordinance,
Notice and Agenda of Meeting and
Affidavit of Publication of Notice of Adoption of Ordinance

CITY OF LAS VEGAS, NEW MEXICO
Notice of Public Hearing

Notice is hereby given that at its regular meeting on May 12, 2021, commencing at the hour of 5:30 p.m., being held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, the City of Las Vegas, New Mexico ("City") will conduct a public hearing to consider a proposed Ordinance, the title of which appears below. A complete copy of the Ordinance is available for public inspection during normal and regular business hours at the Office of the City Clerk, at 1700 North Grand Ave., Las Vegas, New Mexico, 87701.

The title of the proposed Ordinance is:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000), FOR THE PURPOSE OF FINANCING THE COSTS OF EXPANDING THE HANNA PARK WATER REUSE SYSTEM INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF APPROXIMATELY 7,000 FEET OF 4 INCH, 6 INCH, AND 10 INCH PVC EFFLUENT WATERLINES FROM THE GOVERNMENTAL UNIT'S RECREATION CENTER TO HANNA PARK INCLUDING ALL ASSOCIATED APPURTENANCES; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.
Publication of this notice constitutes compliance with NMSA 1978, § 3-17-3.

MARCH 2021						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2021						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2021						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NEW MEXICO FINANCE AUTHORITY

FINANCING SCHEDULE & DISTRIBUTION LIST

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO DRINKING WATER STATE REVOLVING LOAN FUND LOANS PROJECT NUMBERS:

DW-5354 – (\$800,000) Hotsprings Waterline replacement
DW-5355 – (\$500,000) WTP Pump Replacement
DW-5356 – (\$300,000) Clarifier Basin Vacuum system
DW-5362 – (\$500,000) Hanna Park Re-use System Expansion
DW-5363 – (\$200,000) WTP pump replacement

Prepared: March 1, 2021

Revised: March 25, 2021

DATE	ACTION	PARTIES
Wednesday, September 9, 2020	Financial Advisor presents to Credit Committee	Finance Authority
Wednesday, September 16, 2020	Public Lending Committee recommends approval	Finance Authority
Thursday, September 24, 2020	Finance Authority Board meeting to approve loan requests	Finance Authority
Thursday, March 25, 2021	Distribute draft Ordinances and Notices of Public Hearing for review and comment to all	VN
Wednesday, March 31, 2021	Comments due on draft Notices of Public Hearing and draft Ordinances	Finance Authority, Borrower, Borrower's counsel
Wednesday, April 7, 2021	If needed, distribution of revised drafts of Notices of Public Hearing and Ordinances to City for first readings	VN
Wednesday, April 14, 2021	First reading of Ordinances; Governing Body Schedules Ordinances for Public Hearing and has first readings of Ordinances	Borrower
Monday, April 19, 2021	Distribute revised Ordinance, and draft Loan Documents for review and comment to all	VN
Monday, April 26, 2021	Submit Notices of Public Hearing and Intent to Adopt Ordinances to newspaper for publication before 11:00 a.m.	VN

DATE	ACTION	PARTIES
Monday, April 26, 2021	Final Interim Debt Service Schedules Due to VN	Finance Authority
Wednesday, April 28, 2021	Publication of Notices of Public Hearing and Intent to Adopt Ordinances published in <i>Las Vegas Optic</i>	Newspaper
Wednesday, April 28, 2021	Final comments due on drafts of the Ordinances, Loan Agreements and Closing Documents	Finance Authority, Borrower, Borrower's Counsel
Wednesday, May 5, 2021	Closing documents in final form distributed to Borrower for signature with a copy to the Finance Authority	VN
Wednesday, May 12, 2021	Submit notices of adoption of Ordinances to the <i>Las Vegas Optic</i>	VN
Wednesday, May 12, 2021	Governing Body adopts Ordinances	Borrower
Friday, May 14, 2021	Publication of notices of adoption of Ordinances in the <i>Las Vegas Optic</i>	Legal newspaper for Borrower
Wednesday, May 26, 2021	Delivery of fully executed documents to Loan Counsel	Borrower
Thursday, June 10, 2021	Distribution of signed Ordinances, Loan Documents and Closing Documents to the Finance Authority for signature before 5:00 p.m.	VN
Monday, June 14, 2021	Expiration of 30-day limitation of action period	
Wednesday, June 16, 2021	Finance Authority signatures due	Finance Authority
Friday, June 18, 2021	Send closing emails to working group	VN
Friday, June 18, 2021	Closing by email	All
Two weeks after receipt of all transcript documents	Transcripts distributed	VN

BORROWER

City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701
Phone: (505) 454-1401

Contact(s):
Marvin Cordova, Project Manager
905 12th Street
Las Vegas, New Mexico
Email: mcordova@lasvegasnm.gov
Phone: (505) 454-1401 ext. 2003

NEW MEXICO FINANCE AUTHORITY

(Finance Authority)
207 Shelby Street
Santa Fe, New Mexico 87501
Phone: (505) 984-1454

Michael Vonderheide,
Managing Director, Program Administration
Email: mvonderheide@nmfa.net

Bryan Otero, Legal and Compliance Counsel
Email: botero@nmfa.net
Charlotte Larragoite

Maria Gilvarry, Utilities Director
Phone: (505) 454-3832 ext. 2000
Email: gilvarrym@lasvegasnm.gov

Cassandra Fresquez, City Clerk
Email: cfresquez@lasvegasnm.gov
Phone: (505) 454-1401 ext.1402

BORROWER'S COUNSEL

Scott G. Aaron, City Attorney
Email: saaron@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1201

Darlene Arguello, Paralegal
Email: darlenea@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1203

BORROWER'S ENGINEERS

DW-5354

Wayland Oliver, Project Engineer
Stantec
Phone: (575) 461-4277
Email: wayland.oliver@stantec.com

DW-5355, DW-5356 and DW-5363

Donzil Q. Worthington, Project Engineer
Bohannon Huston, Inc.
Phone: (505) 823-1000
Email: dworthington@bhinc.com

DW-5362

Jonah Ruybalid, P.E., CFM
Molzen Corbin
Phone: (505) 242-5700
Email: jruybalid@molzencorbin.com

LOAN COUNSEL

Virtue & Najjar, PC (VN)
2200 Brothers Road, 2nd Floor
P.O. Box 22249
Santa Fe, New Mexico 87502-2249
Phone: (505) 983-6101
Fax: (505) 983-8304

Richard L.C. Virtue, Attorney
Email: rvirtue@virtuelaw.com
Phone: (505) 983-6101 ext. 57

Paralegal and Compliance Assistant
Email: clarragoite@nmfa.net

Todd Johansen, Senior Program Administrator
Email: tjohansen@nmfa.net

Drinking Water Administrator
Email: DW@nmfa.net

Leslie J. Medina, Managing Director,
Loan Operations
Email: lmolina@nmfa.net

Mary Finney, Funding Coordinator
Phone: (505) 992-9658
Email: mfinney@nmfa.net

NEWSPAPER

Las Vegas Optic
614 Lincoln Street
Las Vegas, NM 87701
Phone: (505) 425-6796
Email: legals@lasvegasoptic.com

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

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

Cybele Carpenter, Paralegal
Email: ccarpenter@virtuelaw.com
Phone: (505) 983-6101 ext. 0



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: April 14, 2021

Date Submitted: 03/31/21

Department: Utilities

Item/Topic: Publication of Ordinance No. 21-09 authorizing a loan agreement with NMFA for the water treatment plant pump replacement project. The loan funding package is assigned as follows:

Loan Principle: \$50,000.00

Loan Subsidy Grant Funds: \$150,000.00

Total Amount: \$200,000.00

Fiscal Impact: This project is expected to be fully funded based on engineering estimates.

Attachments: Ordinance 21-09 (Agreement), Ordinance 21-09 notice of publication, NMFA financing and distribution schedule and list.

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.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
ORDINANCE NO. 21-09 OF THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
MAY 12, 2021**

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

The City Council (the "Governing Body") of the City of Las Vegas, New Mexico (the "Governmental Unit"), met in a regular session in full conformity with the law and the rules and regulations of the Governing Body held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, being the meeting place of the Governing Body for the meeting held on the 12th day of May, 2021, at the hour of 5:30 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

Councilors:

Absent:

Also Present:

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

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-09

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN FIFTY THOUSAND DOLLARS (\$50,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), FOR THE PURPOSE OF FINANCING THE COSTS OF REPLACING THREE DILAPIDATED PUMPS EXCEEDING FORTY-YEARS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

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

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

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

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

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

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

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; NMSA 1978, §§ 3-31-1 through 3-31-12; the Municipal Charter of the Governmental Unit, all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

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

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

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

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

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

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

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement as shown on the Term Sheet.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

"Loan Agreement Payment" means, collectively, the Principal Component, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit "B" thereto.

"Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

"Maximum Forgiven Principal" means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy-five percent (75%) of the Maximum Principal Amount. The Maximum Forgiven Principal is one hundred fifty thousand dollars (\$150,000).

"Maximum Repayable Principal" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is fifty thousand dollars (\$50,000).

“Maximum Principal Amount” means two hundred thousand dollars (\$200,000).

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

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

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

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

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

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

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit’s general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“Ordinance” means this Ordinance No. 21-09 adopted by the Governing Body of the Governmental Unit on May 12, 2021, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

“Parity Obligations” means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

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

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

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being seventy-five percent (75%) of such Disbursement.

“System” means the public utility designated as the Governmental Unit’s water system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

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

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit

directed toward the acquisition and completion of the Project, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

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

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

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

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

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

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described on 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.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of fifty thousand dollars (\$50,000) and interest thereon, and to accept a loan subsidy in the amount of one hundred fifty thousand dollars

(\$150,000) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of fifty thousand dollars (\$50,000). The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

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

Section 7. 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 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 nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely

basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable lien, but not necessarily an exclusive lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. 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 and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this 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 Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, 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 Closing Date, 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, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, 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 is of general circulation in the Governmental Unit, and the 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:

[Remainder of page intentionally left blank.]

[Form of Summary of Ordinance for Publication.]

City of Las Vegas, San Miguel County, 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. 21-09, duly adopted and approved by the Governing Body of the City of Las Vegas, New Mexico (the "Governmental Unit"), on May 12, 2021. Complete copies of the Ordinance are available for public inspection during normal and regular business hours in the office of the City Clerk, 1700 North Grand Ave., Las Vegas, New Mexico 87701.

The title of the Ordinance is:

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO
ORDINANCE NO. 21-09

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN FIFTY THOUSAND DOLLARS (\$50,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), FOR THE PURPOSE OF FINANCING THE COSTS OF REPLACING THREE DILAPIDATED PUMPS EXCEEDING FORTY-YEARS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance.
This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF MAY, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

The motion to adopt 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 other matters not relating to the Ordinance, the meeting on motion duly made, seconded and carried, was adjourned.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

By _____
Louie Trujillo, Mayor

[SEAL]

ATTEST:

By _____
Casandra Fresquez, City Clerk

[Remainder of page intentionally left blank.]

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

I, Casandra Fresquez, the duly appointed, 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 (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, on May 12, 2021, at the hour of 5:30 p.m., insofar as the same relate to the adoption of the Ordinance and the execution and delivery of the proposed Loan 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution No. 20-33 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of June, 2021.

CITY OF LAS VEGAS,
SAN MIGUEL COUNTY, NEW MEXICO

[SEAL]

By Casandra Fresquez, City Clerk

EXHIBIT "A"

Affidavit of Publication of Notice of Public Hearing and Intent to Adopt Ordinance,
Notice and Agenda of Meeting and
Affidavit of Publication of Notice of Adoption of Ordinance

CITY OF LAS VEGAS, NEW MEXICO
Notice of Public Hearing

Notice is hereby given that at its regular meeting on May 12, 2021, commencing at the hour of 5:30 p.m., being held virtually via google meet video conference and livestreamed at http://www.lasvegasnm.gov/departments/city_clerk/city_meetings_and_minutes/index.php, the City of Las Vegas, New Mexico ("City") will conduct a public hearing to consider a proposed Ordinance, the title of which appears below. A complete copy of the Ordinance is available for public inspection during normal and regular business hours at the Office of the City Clerk, at 1700 North Grand Ave., Las Vegas, New Mexico, 87701.

The title of the proposed Ordinance is:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN FIFTY THOUSAND DOLLARS (\$50,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), FOR THE PURPOSE OF FINANCING THE COSTS OF REPLACING THREE DILAPIDATED PUMPS EXCEEDING FORTY-YEARS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title.
Publication of this notice constitutes compliance with NMSA 1978, § 3-17-3.

MARCH 2021						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2021						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2021						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NEW MEXICO FINANCE AUTHORITY

FINANCING SCHEDULE & DISTRIBUTION LIST

CITY OF LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO DRINKING WATER STATE REVOLVING LOAN FUND LOANS PROJECT NUMBERS:

- DW-5354 – (\$800,000) Hotsprings Waterline replacement
 DW-5355 – (\$500,000) WTP Pump Replacement
 DW-5356 – (\$300,000) Clarifier Basin Vacuum system
 DW-5362 – (\$500,000) Hanna Park Re-use System Expansion
 DW-5363 – (\$200,000) WTP pump replacement

Prepared: March 1, 2021

Revised: March 25, 2021

DATE	ACTION	PARTIES
Wednesday, September 9, 2020	Financial Advisor presents to Credit Committee	Finance Authority
Wednesday, September 16, 2020	Public Lending Committee recommends approval	Finance Authority
Thursday, September 24, 2020	Finance Authority Board meeting to approve loan requests	Finance Authority
Thursday, March 25, 2021	Distribute draft Ordinances and Notices of Public Hearing for review and comment to all	VN
Wednesday, March 31, 2021	Comments due on draft Notices of Public Hearing and draft Ordinances	Finance Authority, Borrower, Borrower's counsel
Wednesday, April 7, 2021	If needed, distribution of revised drafts of Notices of Public Hearing and Ordinances to City for first readings	VN
Wednesday, April 14, 2021	First reading of Ordinances; Governing Body Schedules Ordinances for Public Hearing and has first readings of Ordinances	Borrower
Monday, April 19, 2021	Distribute revised Ordinance, and draft Loan Documents for review and comment to all	VN
Monday, April 26, 2021	Submit Notices of Public Hearing and Intent to Adopt Ordinances to newspaper for publication before 11:00 a.m.	VN

DATE	ACTION	PARTIES
Monday, April 26, 2021	Final Interim Debt Service Schedules Due to VN	Finance Authority
Wednesday, April 28, 2021	Publication of Notices of Public Hearing and Intent to Adopt Ordinances published in <i>Las Vegas Optic</i>	Newspaper
Wednesday, April 28, 2021	Final comments due on drafts of the Ordinances, Loan Agreements and Closing Documents	Finance Authority, Borrower, Borrower's Counsel
Wednesday, May 5, 2021	Closing documents in final form distributed to Borrower for signature with a copy to the Finance Authority	VN
Wednesday, May 12, 2021	Submit notices of adoption of Ordinances to the <i>Las Vegas Optic</i>	VN
Wednesday, May 12, 2021	Governing Body adopts Ordinances	Borrower
Friday, May 14, 2021	Publication of notices of adoption of Ordinances in the <i>Las Vegas Optic</i>	Legal newspaper for Borrower
Wednesday, May 26, 2021	Delivery of fully executed documents to Loan Counsel	Borrower
Thursday, June 10, 2021	Distribution of signed Ordinances, Loan Documents and Closing Documents to the Finance Authority for signature before 5:00 p.m.	VN
Monday, June 14, 2021	Expiration of 30-day limitation of action period	
Wednesday, June 16, 2021	Finance Authority signatures due	Finance Authority
Friday, June 18, 2021	Send closing emails to working group	VN
Friday, June 18, 2021	Closing by email	All
Two weeks after receipt of all transcript documents	Transcripts distributed	VN

BORROWER

City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701
Phone: (505) 454-1401

Contact(s):
Marvin Cordova, Project Manager
905 12th Street
Las Vegas, New Mexico
Email: mcordova@lasvegasnm.gov
Phone: (505) 454-1401 ext. 2003

NEW MEXICO FINANCE AUTHORITY

(Finance Authority)
207 Shelby Street
Santa Fe, New Mexico 87501
Phone: (505) 984-1454

Michael Vonderheide,
Managing Director, Program Administration
Email: mvonderheide@nmfa.net

Bryan Otero, Legal and Compliance Counsel
Email: botero@nmfa.net
Charlotte Larragoite

Maria Gilvarry, Utilities Director
Phone: (505) 454-3832 ext. 2000
Email: gilvarrym@lasvegasnm.gov

Casandra Fresquez, City Clerk
Email: cfresquez@lasvegasnm.gov
Phone: (505) 454-1401 ext.1402

BORROWER'S COUNSEL

Scott G. Aaron, City Attorney
Email: saaron@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1201

Darlene Arguello, Paralegal
Email: darlenea@lasvegasnm.gov
Phone: (505) 454-1401 ext. 1203

BORROWER'S ENGINEERS

DW-5354

Wayland Oliver, Project Engineer
Stantec
Phone: (575) 461-4277
Email: wayland.oliver@stantec.com

DW-5355, DW-5356 and DW-5363

Donzil Q. Worthington, Project Engineer
Bohannon Huston, Inc.
Phone: (505) 823-1000
Email: dworthington@bhinc.com

DW-5362

Jonah Ruybalid, P.E., CFM
Molzen Corbin
Phone: (505) 242-5700
Email: jruybalid@molzencorbin.com

LOAN COUNSEL

Virtue & Najjar, PC (VN)
2200 Brothers Road, 2nd Floor
P.O. Box 22249
Santa Fe, New Mexico 87502-2249
Phone: (505) 983-6101
Fax: (505) 983-8304

Richard L.C. Virtue, Attorney
Email: rvirtue@virtuelaw.com
Phone: (505) 983-6101 ext. 57

Paralegal and Compliance Assistant
Email: clarragoite@nmfa.net

Todd Johansen, Senior Program Administrator
Email: tjohansen@nmfa.net

Drinking Water Administrator
Email: DW@nmfa.net

Leslie J. Medina, Managing Director,
Loan Operations
Email: lmedina@nmfa.net

Mary Finney, Funding Coordinator
Phone: (505) 992-9658
Email: mfinney@nmfa.net

NEWSPAPER

Las Vegas Optic
614 Lincoln Street
Las Vegas, NM 87701
Phone: (505) 425-6796
Email: legals@lasvegasoptic.com

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

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

Cybele Carpenter, Paralegal
Email: ccarpenter@virtuelaw.com
Phone: (505) 983-6101 ext. 0



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: April 14, 2021

Date Submitted: 3/24/21

Department: Community Development

Item/Topic: Conduct a Public Hearing and Adopt Ordinance No. 21-04, An Ordinance to amend the Code of the City of Las Vegas by amending Section 200-40 and Section 301-11, entitled "Alternative method of abatement". This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers. This ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

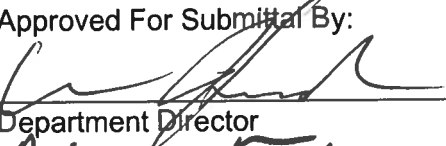
City Council approved publication of Ordinance No. 21-04 at the March 17, 2021 council meeting. Publication requirements have been met.

Fiscal Impact: N/A

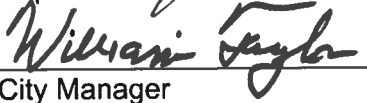
Attachments: Ordinance No. 21-04

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.

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO

Ordinance No. 21-04

AN ORDINANCE TO AMEND the Code of the City of Las Vegas by amending Section 200-40 and Section 301-11, entitled "Alternative method of abatement". This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. The Code of the City of Las Vegas, Section 200-40, and Section 301-11 are hereby amended to read as follows:

Alternative method of abatement.

A. Except as otherwise provided in this Section, an action filed in court for abatement shall be governed by the New Mexico Rules of Civil Procedure.

B. A civil action to abate a public nuisance may be brought in any court of competent jurisdiction against any person or entity who creates, performs, enables or maintains a public nuisance.

C. For cases in the City's Municipal Court, a lien against real estate may be foreclosed in the same manner that mortgages or other liens against real estate are foreclosed with like rights of redemption. Lien against personal property may be foreclosed in the same manner security interests are foreclosed. At the trial of any case foreclosing any lien, the recitals of the lien or other evidence of indebtedness shall be received in evidence as prima facie true. In the foreclosure of any lien created by municipal ordinance or under authority of law, a reasonable attorney's fee shall be granted by the court as part of the reasonable costs of the case.

D. The City may file a criminal complaint for public nuisance in the appropriate court as provided by New Mexico law.

Section 2. Full Force and Effect. Except as specifically amended above, Section 20-13 shall remain in full force and effect.

Section 3. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this _____ day of April, 2021.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 4/14/2021

Date Submitted: 3/18/2021

Department: Community Development

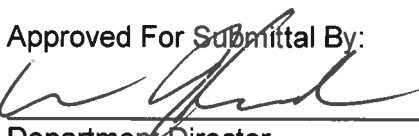
Item/Topic: Council Approve/Disapprove. Revisit Lodger's Tax board has approved the leasing of two billboards on I-40 for 1 year. This is an expansion to the I-40 corridor to attract visitors to Las Vegas. Las Vegas First and Lodger's Tax Board will present why this is important.

Fiscal Impact: Cost for the 1 year contract are \$8,004.30 each or \$16,008.60. The contract with Las Vegas First will become effective in March or April.

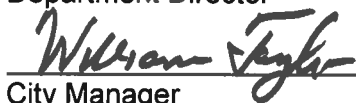
Attachments: Billboard Information

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.

Approved For Submittal By:



Department Director



City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



June 28, 2020

John Goodwin
Las Vegas First Independent Business Alliance
Las Vegas, NM

Dear Mr. Goodwin:

Sun Vista Outdoor Advertising is a New Mexico veteran-owned business that was started in 2004. We currently have 53 billboards located on Interstates 40 and 25.

Attached are two proposals for right-hand-read billboards, one on each side of the US Highway 85 Interchange on I-40. The third proposal is for a cross-read Bonus Billboard with reduced pricing for leasing the first two billboards. There are also cross-read billboards available MP 200 just east of Moriarty.

The billboards that I am proposing for Las Vegas are some of the largest currently permitted in the state. The 21'8" x 35' billboards are known as "spectaculars" due to their size (758.33 square feet) and shape which are excellent at attracting travelers' attention. Also attached is a map showing locations of available right-hand and cross-read billboards. Please note that the prices shown on the attached proposals are the same for any of the available locations listed. Lighting is optional but recommended, especially in winter. The billboards in these proposals are very readable and have 500 feet or more between billboard structures so your message will be very visible.

Sun Vista has a billboard graphic artist who has been in the business for over 20 years and has designed many unique advertising campaigns for communities like Moriarty, Santa Rosa, and Tucumcari, as well as many other private businesses along I-40. Production cost for each of the 21'8" x 35' billboards includes artwork, printing of the vinyl, and posting, and is \$1,402.38 for less than a three-year contract. For a three-year contract I will waive the production cost. Also, Sun Vista and the printer will warrant the vinyls for three years against defects in material and a loss of 20% or more in color. If a vinyl needs to be replaced, the printer will print the original artwork and Sun Vista will post it at no charge.

Thank you for the opportunity to work with you on attracting travelers to the businesses in Las Vegas. I look forward to meeting with you and discussing this proposal as soon as it is possible. Please feel free to call me with questions.

Sincerely,

A handwritten signature in black ink that reads "David Raybould".

David Raybould
Sun Vista Outdoor Advertising



**Proposed Billboard
for
Las Vegas First Independent Business Alliance**

Direction of Travel: Westbound 37 miles to US Highway 85 Interchange

County: Guadalupe

Location: .281 West of MP 293 on I-40 Right Read Sign

Face Number: 7800/7801 **Face Size:** 21'8" x 35' – 758.33 sq ft

Production Cost: \$1,402.38 – Sun Vista Outdoor will pay Production Costs on three year lease.

Monthly Lease: \$450.00
Lights: 60.00 (dusk to dawn)
Tax: 7.875% 40.16
Total: \$550.16

Traffic Count: Annual Average Traffic Count for:
2018 – 2,800,000 + Vehicles

Visibility & Readability: Excellent.



P.O. Box 16677 •

12/16/2014 AOL.COM



**Proposed Billboard
for
Las Vegas First Independent Business Alliance**

Direction of Travel: Eastbound

20 miles to US Highway 85 Interchange

County: Torrance

Location: .519 East of MP 236 on I-40

Right Read Sign

Face Number: 7196/7197

Face Size: 21'8" x 35' - 758.33 sq ft

Production Cost: \$1,402.38 - Sun Vista Outdoor will pay Production Costs on three year leases.

Monthly Lease: \$450.00

Lights: 60.00 (dusk to dawn)

Tax: 7.875% 40.16

Total: \$550.16

6,601.92
1,402.38

8,004.30
x 2 = 16,008.60

Traffic Count: Annual Average Traffic Count for:
2018 - 2,800,000 + Vehicles

Visibility & Readability: Excellent.





**Proposed Billboard
For
Las Vegas First Independent Business Alliance**

Direction of Travel: Eastbound 25 miles to US Highway 85 Interchange

County: Torrance

Location: .034 West of MP 221 on I-40 Cross Read Sign

Face Number: 7156 **Face Size:** 21'8" x 35' – 758.33 sq ft

Production Cost: \$1,402.38 – Sun Vista will pay Production Costs on three year leases.

Monthly Lease: \$225.00 - Bonus Billboard Pricing

Lights: 60.00 (dusk to dawn)

Tax: 7.875% 22.44

Total: \$307.44

Traffic Count: Annual Average Traffic Count for:
2018 – 2,800,000 Vehicles

Visibility & Readability: Excellent.



Discover...

Exit 256 US 84 N





**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: April 14, 2021

Date Submitted: 04/01/2021

Department: City Attorney

Item/Topic: Request to Publish Ordinance No. 21-10 amending the docket fees collected by the Municipal Court in Section 20-13(A). This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City of Las Vegas home rule powers. Amendments are being made at the request of Judge Trujillo for more specificity in regards to court fees collected.

Fiscal Impact: None

Attachments: Ordinance No. 21-10

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.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO

Ordinance No. 21-10

AN ORDINANCE TO AMEND the Code of the City of Las Vegas by amending the court fees collected by the Municipal Court in Section 20-13(A). This Ordinance is enacted pursuant to Sections 2.02 of the City of Las Vegas Municipal Charter, and is an exercise of the City's home rule powers.

BE IT ENACTED by the Governing Body of the City of Las Vegas as follows:

Section 1. The Code of the City of Las Vegas, Section 20-13(A) is hereby amended to read as follows:

20-13(A) Court Fee. In addition to any amounts collected by the Municipal Court as required by the State of New Mexico or entities other than the City of Las Vegas, the Municipal Court shall collect forty dollars (\$40.00) for a court fee from any person who: (i) pleads guilty to any charge, (ii) pleads no contest to any charge, (iii) is found guilty regarding any charge, or (iv) from any person or entity filing a civil complaint for violation of any City ordinance, with the following exception. No such fee shall be collected from the City Attorney for the City of Las Vegas, a municipal code enforcement officer, a municipal Fire Department employee acting in their role as such an employee, a campus security officer acting in their role as such an officer, or a full-time salaried City of Las Vegas, county or state law enforcement officer, when the complaint is filed on behalf of a governmental entity. The Municipal Court may grant free process to any private party upon a showing of evidence of indigence. The Municipal Court may deny free process if it finds that the complaint, on its face, fails to sufficiently state a cause of action.

Section 2. For each \$40.00 fee collected by the Municipal Court pursuant to 20-13(A), \$20.00 shall specifically go to the City's general fund, \$15.00 shall specifically be used for public safety purposes, and \$5.00 shall specifically be used for the Municipal Court building fund.

Section 3. Full Force and Effect. Except as specifically amended above, Section 20-13 shall remain in full force and effect.

Section 4. Severability. The provisions of this ordinance are declared to be severable, and if any portion of this ordinance, for any reason, is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 5. Effective Date. This ordinance shall become effective upon the execution by the Mayor and the affirmative vote of the majority of the Governing Body.

PASSED, ADOPTED and ENACTED this _____ day of April, 2021.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: April 14, 2021

Date Submitted: 04/02/2021

Department: Utilities

Item/Topic: Award request for proposals #2021-15 for the Public Works concrete flatwork to JJ & Son Excavation.

Advertised: 02/12/21; Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 03/24/21

Number of Proposers: 3 – JJ & Son Excavation

GM Emulsion, LLC

Hays Plumbing & Heating, Inc.

Fiscal Impact: Paid for through City funding by each individual department as utilized.

Attachments: Original proposal, addendum, proposal opening sheet, proposal scoring, proposals received.

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.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, March 10 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RE-BID PUBLIC WORKS CONCRETE FLATWORK

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **RE-BID PUBLIC WORKS CONCRETE FLATWORK** Opening No. 2021-15; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

William Taylor 2-2-21
WILLIAM TAYLOR, CITY MANAGER

Scott Aaron 2-2-21
SCOTT AARON, CITY ATTORNEY

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Jesus Baquera 2-2-21
JESUS BAQUERA, FINANCE DIRECTOR

Helen Vigil
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2021-15

Date Issued: 2/8/2021

Published: LAS VEGAS OPTIC

Feb 12, 2021

ALBUQUERQUE JOURNAL

Feb 12, 2021

www.lasvegasnm.gov

Feb 12, 2021

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **RE-BID PUBLIC WORKS CONCRETE FLATWORK**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the age authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 20____.

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal 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: March 10, 2021; 2:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2021. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then 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 New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

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 Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS FOR RE-BID PUBLIC WORKS CONCRETE FLATWORK

The City of Las Vegas, New Mexico is requesting proposals for public works concrete flatwork defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall provide all labor, materials and equipment necessary for concrete projects. This work shall consist of removal and or furnishing and installation of curb and gutter, extruded curbing, post type curbing, sidewalks, driveways entrances and ramps, ADA sidewalk ramps, concrete pavement, concrete drainage swales and ditches, storm drainage structures and all incidental work associated with such items. All work projects shall be constructed under the Standard Specifications for Highway and Bridge Construction of the New Mexico Department of Transportation 2019 Edition. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. The contractor is responsible for the proper adequacy and structural design of all formwork including shoring, bracing as required and shall insure that the installation of all formwork shall be done in such a manner as to prevent from failure. When stripped, all concrete shall be true, level and perpendicular to surfaces as required by the contract documents.
2. All Safety Equipment, assessments, controls, enforcement, signage, etc. as necessary for site work, traffic ability, construction, and personal safety shall be, and shall remain for the project duration, the sole responsibility of the Contractor.
3. Provide expansion joints, contraction joints, and construction joints in concrete curbs, gutters, and sidewalks. Provide expansion, contraction, and construction joints perpendicular to formed faces of curb, gutter, or sidewalk. Provide preformed expansion joint filler at locations indicated or where each abuts the other. Joints may be formed or sawcut.
4. All debris and refuse generated by the construction work and all equipment and materials which have to be removed, and are not required in the work, shall be removed from the jobsite and legally disposed of by the Contractor.
5. Provide excavating and backfilling work, including necessary clearing, grubbing and preparation of the site. Provide continued protection while performing work this is to specifically include, but is not limited to, protecting neighboring surfaces during placement of the concrete.

6. All density tests shall be conducted by qualified technicians and the cost of such tests will be borne by the Owner with the provision that after two failing tests in the same location; the Contractor shall be required to submit satisfactory evidence that his compaction efforts meet the specifications, and additional testing costs will be the Contractor's responsibility.
7. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner. Inclusive of permits to comply with local, state and federal requirements.
8. Contractor shall provide on-site supervision at all times for all of their work to be performed.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

- 2.2 Submittal of Proposals: Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked **"PUBLIC WORKS CONCRETE FLATWORK"** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

- 2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**— Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**— Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**— Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** - Offeror's familiarity with the area the project is located and the system to which the work pertains.

5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.

- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.
- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:

1. Offeror's Identification

- i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.

2. Campaign Contributions Disclosure Form

- i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.

3. Personnel Experience

- i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.
6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
10. Cost
 - i. The Offeror shall provide in a **sealed envelope** the hourly rates for employees by title and the cost breakdown of for potential lodging, mileage and other miscellaneous expenses.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:

- i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
- ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with

adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).

- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law

14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are

hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.

- q. *Term:* The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination:* Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines:* All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage:* The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs:* Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.426.3262

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident / Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

ADDENDUM NO. 2

REQUEST FOR PROPOSALS OPENING #2021-15

RE-BID PUBLIC WORKS CONCRETE FLATWORK

Change in Bid Opening Date

This addendum is to reflect the change in the bid opening date from March 24, 2021 at 2:00 PM to March 26, 2021 at 2:00 PM. Due to inclement weather conditions.

All other terms and conditions of the original invitation for Bids or Request for Proposals shall remain the same.

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 1700 N. GRAND AVE., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: www.lasvegasnm.gov, BY WRITING TO 1700 N. GRAND AVE. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OF THE R.F.P. DOCUMENTS REMAINING UNCHANGED.

CITY OF LAS VEGAS,

William Taylor, City Manager

Scott Aaron, City Attorney

Cassandra Fresquez, City Clerk

Jesus Baquera, Finance Director

Helen Vigil, Purchasing Director

PUBLISHED: Albuquerque Journal - 02/12/21
Las Vegas Optic – 02/26/21
City Web Page – 02/26/21

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

ADDENDUM NO. 1

REQUEST FOR PROPOSALS OPENING #2021-15

RE-BID PUBLIC WORKS CONCRETE FLATWORK

Change in Bid Opening Date

This addendum is to reflect the change in the bid opening date from March 10, 2021 at 2:00 PM to March 24, 2021 at 2:00 PM.

All other terms and conditions of the original invitation for Bids or Request for Proposals shall remain the same.

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 1700 N. GRAND AVE., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: www.lasvegasnm.gov, BY WRITING TO 1700 N. GRAND AVE. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OR THE R.F.P. DOCUMENTS REMAING UNCHANGED.

CITY OF LAS VEGAS,

William Taylor, City Manager

Scott Aaron, City Attorney

Casandra Fresquez, City Clerk

Jesus Baquera, Finance Director

Helen Vigil, Purchasing Director

PUBLISHED: Albuquerque Journal - 02/12/21
Las Vegas Optic – 02/26/21
City Web Page – 02/26/21

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 24-Mar-2021

OPENING NO.: 2021-15

TIME: 2:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): RE-BID PUBLIC WORKS CONCRETE FLATWORK

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
J & J Son Excavation				✓	✓
GM Emulsion LLC				✓	✓
Hays Plumbing & Heating Inc				✓	✓

COMPANY REPRESENTATIVE

COMPANY NAME

Eric Tapia	CLV Utilities
Antonio Vasil	CLV Utilities
John Vasil	CLV Purchasing
Margaret Silva	CLV INVENTORY

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

OPENED BY: FINANCE DEPARTMENT

DATE: 3/26/2021

DATE: 3-26-2021

COPIES TAKEN BY DEPT:

DATE: 3/26/21

RFP 2021-15

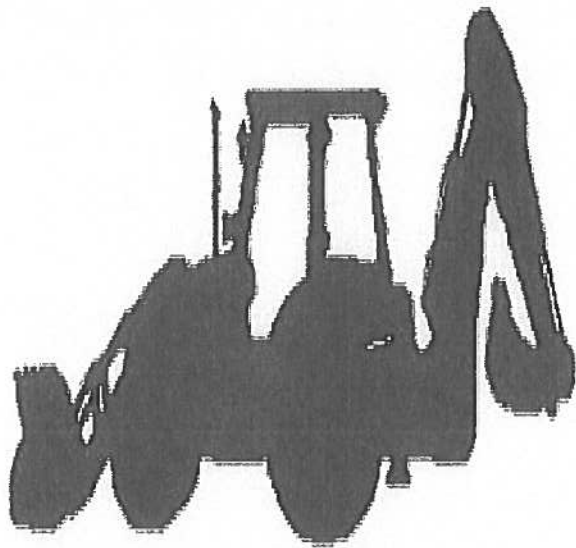
Re-Bid Public Works Concrete Flatwork

Vendor Evaluation

1. J & J Son Excavation	95
2. Hays Plumbing & Heating	86.4
3. GM Emulsion LLC	66.6

Ranking	1	2	3	4	5 Total	Average	
GME	60	68	70	70	65	333	66.6
JJ & Sons	95	95	95	95	95	475	95
Hays	85	85	89	90	83	432	86.4

JJ & Son Excavation



P.O Box 570 Las Vegas, New Mexico

Office (505) 454-0585

Cell (505) 718-6633

Index

- Section A..... **Addendum**
- Section B..... **Request for Proposal(s)**
- Section C.....**Offeror Information**
- Section D..... **Campaign Contributions Disclosure**
- Section E.....**Scope of Work**
- Section G**Experience/Reference's**
- Section F.....**Licenses/Certification(s)**
- Section I.....**Contractors Bond**



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

ADDENDUM NO. 1

REQUEST FOR PROPOSALS OPENING #2021-15

RE-BID PUBLIC WORKS CONCRETE FLATWORK

Change in Bid Opening Date

This addendum is to reflect the change in the bid opening date from March 10, 2021 at 2:00 PM to March 24, 2021 at 2:00 PM.

All other terms and conditions of the original invitation for Bids or Request for Proposals shall remain the same.

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 1700 N. GRAND AVE., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: www.lasvegasnm.gov, BY WRITING TO 1700 N. GRAND AVE. OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OR THE R.F.P. DOCUMENTS REMAING UNCHANGED.

CITY OF LAS VEGAS,

William Taylor, City Manager

Scott Aaron, City Attorney

Casandra Fresquez, City Clerk

Jesus Baquera, Finance Director

Helen Vigil, Purchasing Director

PUBLISHED: Albuquerque Journal - 02/12/21

Las Vegas Optic – 02/26/21

City Web Page – 02/26/21

David Ulibarri
Councilor Ward 1

Michael L. Montoya
Councilor Ward 2

Elaine Rodriguez
Councilor Ward 3

David G. Romero
Councilor Ward 4

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm March 10 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RE-BID PUBLIC WORKS CONCRETE FLATWORK

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **RE-BID PUBLIC WORKS CONCRETE FLATWORK** Opening No. 2021-15; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

William Taylor 2-2-21
WILLIAM TAYLOR, CITY MANAGER

Scott Aaron 2-2-21
SCOTT AARON, CITY ATTORNEY

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Jesus Baquera 2-2-21
JESUS BAQUERA, FINANCE DIRECTOR

Helen Vigil
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2021-15

Date Issued: 2/8/2021

Published: LAS VEGAS OPTIC

Feb 12, 2021

ALBUQUERQUE JOURNAL

Feb 12, 2021

www.lasvegasnm.gov

Feb 12, 2021

OFFEROR: J J & Son Excavation

AUTHORIZED AGENT: Mark Dominguez

ADDRESS: P.O. BOX 570 Las Vegas, New Mexico 87701

TELEPHONE NUMBER (505) 454-0585

FAX NUMBER (____) N/A

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/ANEW MEXICO CONTRACTORS LICENSE NO.: 59457

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

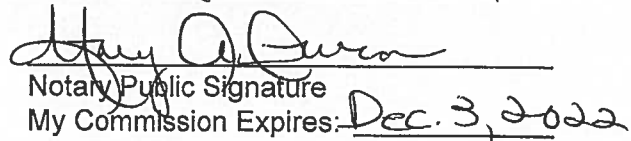
STATE OF New Mexico }

COUNTY OF San Miguel }

Signature Mark Rodriguez

Subscribed and sworn to before me, this 17th day of March, 2021.

(SEAL)



NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-6000406

SOCIAL SECURITY NUMBER: 585-27-2345

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal 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: March 10, 2021; 2:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2021. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

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 New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

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 Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

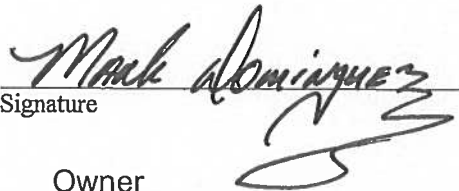
(Attach extra pages if necessary)

Signature _____ Date _____

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.


Signature _____

Owner _____
Title (Position) _____

March 18, 2021
Date _____

Overview

JJ & Son Excavation strives to improve the structural quality and personal property and provide a high quality level of products for residential, commercial, and industrial concrete. Our practical knowledge and experience with our unparalleled quality control makes us the top choice. Our commitment to quality in placement in the concrete industry has kept us a prominent front-runner throughout the State of New Mexico.

Criteria for Acceptance and Evaluation of Proposals

1. Specialized services as defined in the scope of work

- Design and Layout
- Concrete Demolition and Removal
- Subgrade Preparation and Compaction
- Reinforcement Rebar/Wire Mesh
- Concrete Flatwork
- Concrete Retaining Walls
- Decorative Concrete/ Pattern Stamping/ Acid Etching
- Concrete Sidewalks/Driveways/Walkways
- Concrete Pool Side
 - Equipment
 - Backhoe
 - Bobcat
 - Dump Truck
 - Demo Saw
 - Early Entry Saw
 - Jumping Jack Tamper

2. Capacity and Capability

All duties and tasks assigned will be performed and completed in a timely manner.

3. Past Record of Performance

- Wayne Sonchar (505) 425-9329
- Larry Franken (505) 420-0028
- Anita Leger (505) 429-1250
- Ted Martinez (505)681-9919

4. Familiarity of the City of Las Vegas Utility Department & Infrastructure Systems

27 Years of quality professional service throughout Las Vegas and surrounding areas.

5. Current Volume of work with City of Las Vegas is less than 75% complete- no contracts with the City of Las Vegas currently.

6. Required Certifications- see attached.

7. Resident Preference- N/A

8. Veteran Preference-N/A

Experience

- ❖ City of Las Vegas Concrete Contract 2012-2015
- ❖ New Mexico Highlands University Projects 2016-Present
- ❖ BTU Block and Concrete
- ❖ Southwest Asphalt
- ❖ San Miguel County Road Crew Supervisor
- ❖ West Las Vegas Schools
- ❖ East Las Vegas School

Customers

West Las Vegas Schools

179 Bridge Street
Las Vegas, New Mexico 87701
Jerry Maestas, Facilities Manager
(505) 429-8780

East Las Vegas School

901 Douglas Avenue
Las Vegas, New Mexico 87701
Chris Archuleta, Maintenance & Facility Manager
(505) 429-2319

New Mexico Highlands University

PO Box 9000
Las Vegas, New Mexico 87701
Dennis Rivera, General Maintenance Manager
(505) 946-8992

MCT Industries

7451 Pan American FWY NE
Albuquerque, New Mexico 87019
Ted Martinez, CEO
(505) 681-9919

Southwest Asphalt Paving

30 Frontage Rd #A
Placitas, New Mexico 87043
Felipe Tenorio, Project Manager
(505) 249-5138

City of Las Vegas

1700 North Grand Avenue
Las Vegas, New Mexico 87701
Chris Rodarte, Public Works Superintendent
(505) 429-2683

References

Wayne Sonchar- (505) 425-9329

Larry Franken- (505) 420-0028

Anita Leger- (505) 429-1250

Ted Martinez- (505) 681-9919

Eric Moberg- (505) 718-6208

City of Las Vegas, New Mexico
BUSINESS LICENSE/REGISTRATION

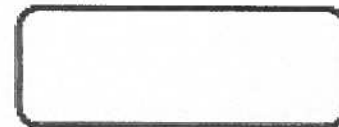
BUSINESS: JJ & SON EXCAVATION

LIC. # 0517

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2020

2021



APPROVED

Community Development

Maul Dominguez
Business Owner



Louie A. Trujillo
Louie A. Trujillo
Mayor



JJ&SONE-01

BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER B : United Financial Casualty Company</td> <td>11770</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Casualty Insurance Company	24074	INSURER B : United Financial Casualty Company	11770	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Ohio Casualty Insurance Company	24074														
INSURER B : United Financial Casualty Company	11770														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED JJ & Son Excavation Mark Dominguez P O Box 570 Las Vegas, NM 87701															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BLO57476131	12/5/2020	12/5/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 25,000 BODILY INJURY (Per accident) \$ 50,000 PROPERTY DAMAGE (Per accident) \$ 10,000 EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			024421987	10/18/2020	10/18/2021	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Las Vegas
 1700 North Grand Avenue
 Las Vegas, NM 87701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rafael Martinez



New Mexico E-Services for Contractor Licensing

[Home Page](#)

Company Details

Company Name	J.J. & SON EXCAVATION	License Number	59457
Phone Number	5054540585	License Status	Active
Issue Date	03/25/1997	Expiry Date	03/31/2021
Volume	\$1000000.00 +		

Principal Place of Business Address

PO BOX 570

City LAS VEGAS

State NM

Zip Code 87701

QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>MARK A. DOMINGUEZ</u>	25218906	GB98	05/04/1998	Attached
<u>MARK A. DOMINGUEZ</u>	25227026	MS03	05/04/1998	Attached

[Back to search page](#) [Back](#)

Gary Johnson
Governor

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

Kelly S. Ward
Superintendent

CONSTRUCTION INDUSTRIES DIVISION

725 St. Michael's Drive
Santa Fe, New Mexico 87501

Robert Unthank
Director

This is to certify that:

DOMINGUEZ, MARK A.

226821

Qualifying for:

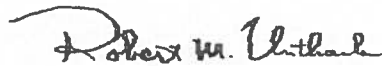
J.J & SON EXCAVATION

Has passed the examination for:

GB98

As set up by the CONSTRUCTION INDUSTRIES DIVISION

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on this seventh day of January 2000



Robert Unthank
Director



Signature of Qualifying Party

NOTE: This certificate must be surrendered to the CONSTRUCTION INDUSTRIES DIVISION when the Qualifying Party is no longer associated with the contractor named above.

PRFCERT 4/14/99 Rev 5

Gary Johnson
Governor

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION
725 St. Michael's Drive
Santa Fe, New Mexico 87501

Robin Dozier Otten
Superintendent

Anita Lockwood
Director

PERMANENT LICENSE # 59457

This is to certify that:

J.J. & SON EXCAVATION

Located at:

**2330 N. GONZALEZ
LAS VEGAS NM 87701**

has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classifications of:

GS08 MS03

And to permit or contract projects singly in New Mexico for a dollar value of \$ 200,000-

Given under my hand and the seal of the Construction Industries Division at Santa Fe, New Mexico this 25th Day of March 1997

Mack A. Dominguez
Signature of Contractor

Anita Lockwood
Director

NOTE: This certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand.
This license is not transferable.

This is to certify that
MARK DOMINGUEZ

attended the following World of Concrete and/or
World of Masonry seminars

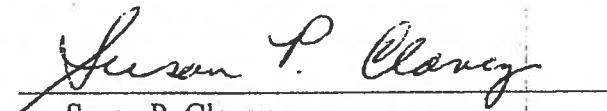
Coatings for Concrete Floors, Part II: Surface Preparation & Material Application
Tuesday, February 4, 2003

Repair and Maintenance of Industrial Floors
Wednesday, February 5, 2003

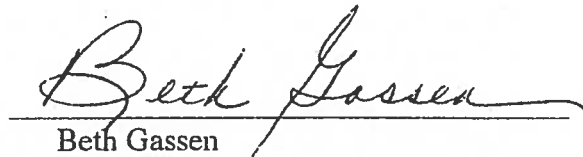
Residential Flatwork, Part II: Placing, Finishing, Joints, Curing and Sealing
Thursday, February 6, 2003

Basics of Patterned Stamping
Friday, February 7, 2003

World of Concrete and World of Masonry seminars contain practical,
how-to-do-it information designed to enable attendees to gain
a clear understanding of the technology involved, and to perform
the construction techniques associated with that technology.



Susan P. Clancy
Seminar Program Director
World of Concrete/World of Masonry



Beth Gassen
Show Director
World of Concrete/World of Masonry



Owned and Produced by
Hanley-Wood
EXHIBITIONS



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 24914913 briefly described as CONTRACTORS LICENSE

for MARK A. DOMINGUEZ DBA JJ & SON EXCAVATION
_____, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning March 10, 2021, and ending March 10, 2023, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 3rd day of March, 2021.



WESTERN SURETY COMPANY

By

Paul T. Bruyat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



JJ & Son Excavation



City of Las Vegas
Attention: City Clerk's Office
(505) 454-1401
www.lasvegasnm.gov

Owner: Mark Dominguez
PO Box 570
Las Vegas, New Mexico
Office (505) 454-0585
Cell (505) 718-6633

Proposal Las Vegas Concrete Flatworks

REF NO.	PRODUCT	ITEM DESCRIPTION	QTY	UNIT	PRICE
1	Supervisor	Concrete Project Manager	1	Each	\$60.00
2	Lead Controller	Concrete Foreman	1	Each	\$35.00
3	Laborers	Concrete Laborer	1	Each	\$25.00
4	General Conditions	General Conditions/ Inclement Weather	1	LS	\$350.00
5	Mobilize	Mobilization/ Demobilization	1	LS	\$250.00
6	Testing	ACI Certified Field Technician	1	Each	\$90.00
7	Laboratory Testing	Testing Services	1	Each	\$500.00

Exclusions:

- A. Minimum of (2) Laborers are required.
- B. Minimum Rate of (4) hours are required.
- C. Additional Engineering and Testing are available upon request.
 - Concrete Flatwork
 - Concrete Curb & Gutter
 - Concrete, Concrete Materials, and Concrete Supplies
 - Base Coarse
 - Reinforcement/Dowel Pins
 - Expansion Joints, Tool Joints, Saw-Cut Joints
 - Forming & Staking
 - Removal/Disposal
 - Concrete Pricing per Cubic Yard
 - ADA Compliance
 - Traffic & Sign Control
 - Tax

Acceptance of Proposal

**The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.*

Date: _____

Signature _____

Signature _____



PUBLIC WORKS CONCRETE FLATWORK

The City of Las Vegas

1700 North Grand Avenue, Las Vegas, NM 87701

- Section A – Offeror Information
 - Section B – Campaign Contribution Disclosure Form
 - Section C – Personnel Experience
 - Section D – Licenses
 - Section E – Experience in Specialized Services
 - Section F – Documentation (Resumes)
 - Section G – Financial Statement
- GME General Building acknowledges “Addendum No. 1” for RFP #2021-15 Public Works Concrete Flatwork



Section A

OFFEROR INFORMATION

OFFEROR: GME General Building, LLC

AUTHORIZED AGENT: Erik Trujillo, Vice President

ADDRESS: 5935 Agua Fria Street; Santa Fe, NM 87507

TELEPHONE NUMBER (505) 471-9981

FAX NUMBER (505) 471-9983

DELIVERY: 5935 Agua Fria Street; Santa Fe, NM 87507

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1300681904

NEW MEXICO CONTRACTORS LICENSE NO.: 396923

SERVICE (S): **RE-BID PUBLIC WORKS CONCRETE FLATWORK**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

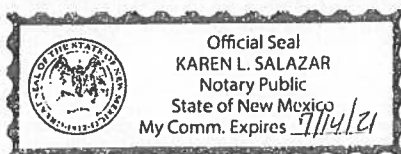
COUNTY OF Santa Fe }

I, Erik Trujillo state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature

Subscribed and sworn to before me, this 22 day of March, 2021.

(SEAL)



[Signature]
Notary Public Signature

My Commission Expires: July 14, 2021



Familiarity of the City of Las Vegas And Current Volume of Work

Currently GME General Building does not have current work or previous work with the City of Las Vegas. We have completed work for San Miguel County in the City of Las Vegas such as bridge rehabilitation, remove and replace curb & gutter, sidewalk, drive pads, structural concrete, and drop inlets.

GME General Building, LLC (GME GB) specializes in providing top quality service in road construction through-out the state of New Mexico. For the past 5 years we have completed several projects for Federal, State and Local agencies.

These projects range in scope and size from small maintenance projects to large scale roadway rehabilitation, general construction projects and new roadway projects. Our scope for these projects included unclassified excavation, subgrade preparation, base course, asphalt, concrete, utilities, drainage structures, curb and gutter, sidewalks, drive pads, storm drain, chip seal striping, signage and traffic control. GME GB was established in 2018 and has been performing quality work to all our clients with a level of unparalleled satisfaction.

Our key employees have a combined work experience of over 120 years. We take a total project approach and prospective providing our clients with exactly what they want. We provide services for new construction and repair of commercial, industrial, and residential buildings, roads, driveways and parking lots. Our company is known throughout New Mexico for our high-quality work.



NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted. Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 83-25764-73

SOCIAL SECURITY NUMBER: N/A

Section B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.



Signature

3/22/2021

Date

Erik Trujillo, Vice President

Title (Position)



Section C

PERSONNEL EXPERIENCE

GME General Building, LLC is committed to quality. Our objective is to safely deliver projects that meet all contract and customer expectations the first time, every time. Our commitment to quality means:

- Every GME employee is responsible for fully implementing and complying with all provisions of the GME quality system.
- Our quality standards meet or exceed all applicable regulations, codes, industry standards, and manufacturer specifications as well as with our customers' contract and individual requirements.
- We stand behind our work. We inspect every work task to assure conformance to the project requirements. Should problems be found, we correct them.
- We are always improving. All employees receive regular training to make systematic improvements to remove quality risks and enhance quality performance.

We conduct our work with dignity and respect for the customer, our subcontractor and supplier partners, and ourselves.

Key Personnel

- **Erik Trujillo, Owner/Vice President** - 25+ years general construction and concrete experience. Will be in direct control of reviewing project scope, site visits, pre-construction meetings, estimate review, submittals, invoicing, Projects include work on Jobs within the City of Las Vegas, NM including curb and gutter work on El Camino Road, drop inlets and drainage structures on El Camino Road, boat ramp rehabilitation at Story Lake. ADA Ramps
- **Lionel Martinez, Project Manager** 30 years of general construction and concrete experience. Is in direct charge of all concrete field crews, scheduling, ordering materials, timekeeping, safety compliance, building standards, quality control. Project coordination with each agency.
Projects include work on Jobs within the City of Las Vegas, NM including curb and gutter work on El Camino Road, drop inlets and drainage structures on El Camino Road, boat ramp rehabilitation at Story Lake. ADA Ramps
- **Fred Marquez, PM/Project Estimator** -33 Years in Public Infrastructure Construction. Is in direct charge of contracts, estimating projects, invoicing, project management, quality control, material handling, material submittals, pre-bid and pre-construction meetings, field meetings, project coordination with each agency. ADA Compliance
Projects within the City of Las Vegas; EL Llano Road Rehabilitation, El Camino And Riverwalk Walking Trails Projects, Gallinas Chip Seal, Story Lake Parking Lot paving and Boat Ramp Repairs,
- **Jerome Block, Safety Manager** - 15 Years. Is responsible for all OSHA training, site safety visits, traffic control compliance.
- **Angelo Gonzalez, Traffic Control Supervisor/ Estimator** - 3 Years in Construction. Responsible for traffic control plans, project estimates, project meetings, invoicing, contract review. As-Built measurements.
- **Jesus Marin, Field Supervisor** - 15 years project experience in concrete forming, all concrete finishes, ADA compliance Has been involved in all projects listed above.

Description of Corporate and Project Organization

Erik Trujillo is the Vice-President of GME General Building, LLC. Erik is responsible for the daily operations, contract administration and management of the office, clerical and accounting staff. Lionel Martinez is in responsible charge of all field operations. Fred Marquez is responsible for contract administration, environmental compliance, quality control, project management and estimating. Angelo Gonzalez is responsible for bidding projects and reporting directly to Mr. Trujillo. All bid documents and estimates are reviewed by upper management for accuracy and completeness prior to being released to clients. Once the estimates are approved by clients to begin work, Mr. Trujillo will meet with Lionel Martinez to deploy either our own crews or subcontractors to perform the work. We have project managers and superintendents who are responsible for monitoring and controlling the work of the field crews. Mr. Trujillo and, Mr. Martinez inspect every job to ensure quality work performed within the safety standards of every agency we serve.

GME General Building is made up of seasoned professionals with over 100 years of construction experience between them. The office and field project team meet daily to discuss safety, projects, proposals, timelines, deadlines and potential issues and resolutions on all our projects.



Michelle Lujan Grisham
Governor

Martin Romero
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **G M E GENERAL BUILDING, LLC**
PERMANENT LICENSE #396923

Located at: **5935 AGUA FRIA, SANTA FE, NM 87507**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GA01, GB98

And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

12/11/2018


Signature of Contractor


Martin Romero
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



Section E

Project #1

1. Contract type, Contract #:
City of Santa Fe On-Call Price Agreement No. 19/01/B
2. Name of Owner/client contract manager, and technical point of contact (POC) with name address, phone/email of POCs:
City of Santa Fe
Jeremy Martinez – Project Administrator
Jmmartinez1@santafenm.gov
505-955-6931
500 Market St, Suite 200
Santa Fe, NM 87501
3. Project title and/or brief description of project:
Remove and replace header curb, curb & gutter, sidewalk, new sidewalk, curb & gutter, ADA handicap ramps, and retaining walls
4. Initial price and final or current price, Contract start date, scheduled completion date, and current or final completion date.
 - a. Initial and final project cost \$950,717.65
 - b. Contract start date was September 2019. Completion date was August 20, 2020.
5. Number of recordable and lost time incidents which occurred on the project.
 - a. There were no safety incidents on this project.

Project #2

1. Contract type, Contract #:
Incorporated County of Los Alamos Price Agreement for Construction Services AG15-4217
2. Name of Owner/client contract manager, and technical point of contact (POC) with name address, phone/email of POCs:
Los Alamos County
James Martinez – Project Manager
james.martinez@lacnm.us
505-927-1518
1000 Central Ave., Suite 150
Los Alamos, NM 87544
3. Project title and/or brief description of project:
Remove and replace concrete sidewalk, curb & gutter, drive pads, concrete colored stamped medians, and ADA Ramps
4. Initial price and final or current price, Contract start date, scheduled completion date, and current or final completion date.
 - a. Initial and final project cost \$235,893.80
 - b. Contract start date was June 2nd, 2020. Completion date was November 27th, 2020.
5. Number of recordable and lost time incidents which occurred on the project.
 - c. There were no safety incidents on this project





Section E

Project #3

1. Contract type, Contract #:
City of Santa Fe On-Call Price Agreement No. 19/01/B
2. Name of Owner/client contract manager, and technical point of contact (POC) with name address, phone/email of POCs:
City of Santa Fe
Mark Brooks – Project Supervisor
mebrooks@santafenm.gov
505-470-2578
P.O. Box 909
Santa Fe, NM 87504
3. Project title and/or brief description of project:
From years 2016, 2017, 2018, 2019, and 2020 we have performed ADA concrete ADA ramp improvements.
4. Initial price and final or current price, Contract start date, scheduled completion date, and current or final completion date.
 - a. Initial and final project cost estimated value of \$1,200,000.00
 - b. Contract start date was January, 2016 – December, 2020.
5. Number of recordable and lost time incidents which occurred on the project.
 - a. There were no safety incidents on this project.

Project #4

1. Contract type, Contract #:
San Miguel El Camino and River Walk Pedestrian Project CN 4101580
2. Name of Owner/client contract manager, and technical point of contact (POC) with name address, phone/email of POCs:
San Miguel County
Gerald Garcia – Public Works Director
ggarcia@co.sanmiguel.nm.us
505-425-3664
10 Airport Road
Las Vegas, NM 87701
3. Project title and/or brief description of project:
Remove and replace 3,054ft of curb & gutter, concrete median, drive pads, modified drop inlets Type II, valley gutters and structural concrete Class A.
4. Initial price and final or current price, Contract start date, scheduled completion date, and current or final completion date.
 - a. Initial and final project cost \$159,608.35
 - b. Contract start date was October, 2020. Completion date was December, 2020.
5. Number of recordable and lost time incidents which occurred on the project.
 - a. There were no safety incidents on this project.



Section E



References

1. Workers Compensation Association
 - a. Freddy Ramirez
 - b. Projects & Maintenance Supervisor
 - c. 505-453-4380
 - d. Freddy.Ramirez@state.nm.us
2. New Mexico Department of Transportation
 - a. Justin Reese
 - b. Deputy Secretary
 - c. 505-574-2161
 - d. Justin.reese@state.nm.us
3. New Mexico Department of Transportation (District 6)
 - a. Dewyett Shirley
 - b. Project Manager
 - c. 505-231-7799
 - d. Dewyett.shirley@state.nm.us
4. Santa Fe County
 - a. Philip Montano
 - b. Project/Facilities Division Director
 - c. 505-690-4696
 - d. pmantano@santafecountynm.gov
5. Department of Military Affairs
 - a. Manny Martinez
 - b. Project Manager
 - c. 505-577-1572
 - d. Manuel.d.martinez19.nfg@mail.mil



**STATEMENT OF QUALIFICATIONS
ATTACHMENT F**

**FRED MARQUEZ
PROJECT MANAGER/ESTIMATOR**

EDUCATION:

West Mesa High School-Graduated
UNM-Civil Engineering, Continuing Education Courses-Business Management,
Professional and Business Speaking, Accounting and Technical Writing
Phoenix Institute of Technology-Graduated, 2-year program in architectural
design
Albuquerque Technical Vocational Institute-AutoCad I&II-Graduated

RELATED EXPERIENCE:

In depth knowledge of Public Works administration and asset infrastructure. Vastly experienced in facilities construction and maintenance projects, transportation construction practices, policies and procedures for roadway construction. Wide-ranging experience in civil engineering practices and procedures. Very knowledgeable in State and Federal Procurement. Experienced in developing, reading, analyzing and correcting building construction plans and road construction plans. Well versed in reading, writing and analyzing project specifications and contracts. Several years of experience with federal RFP's, ITB's, contracts administration and grants writing. Expertise with landfill operations and environmental regulations. Annual participation in preparing ICIP and planning for long term plans, goals and objectives for the Federal, State and Local Government projects.

PROJECT EXPERIENCE:

During the past 30 years I have acquired considerable experience in the oversight of public works infrastructure and facility projects from funding research to acquiring funding and managing projects through the process of planning, design, construction and follow up maintenance for State and Local Government infrastructure projects which includes roads, bridges, utilities, environmental compliance and building facilities. I have been deeply involved with the United States Environmental Protection Agency and the New Mexico Environmental Department for water quality relating to industrial, solid waste, commercial and residential storm water runoff permitting. I currently work in tandem with more than 20 State, Local, Tribal and Federal agencies to manage issues affecting infrastructure and policies. I work closely with Federal, State, and Local Governments to help them meet their facility and road construction project needs. I currently have on-going projects with Los Alamos National Laboratories, Sandoval County Fire Department, Sandoval County Public Works, Taos County, Santa Fe County, City of Santa Fe, and NMDOT.

OTHER EXPERIENCE

Throughout my career I have designed several public utility and residential subdivision projects and taken them through the process of permitting and construction. I have an excellent grasp on what is involved with capital infrastructure and structures from initial design, estimating, bidding to ground breaking, construction and final closeout documents. I have been through the process of FHWA, NMDOT, State and Local audits on several projects with no issues on record keeping or financial issues. All of my projects have passed audits and been reimbursed at 100% with Federal and State funding when local funding was not sufficient to fund the entire project.

BERNALILLO COUNTY PROJECTS: N/A

P.O. Box 662
Santa Cruz, NM 87567

Phone: 505-614-6007
E-mail:
lionelrntz71@hotmail.com

Lionel L Martinez

QUALIFICATIONS Twenty nine years construction/supervision to include steel building construction, custom home construction, historical home remodeling, commercial tenant improvement remodeling and commercial building maintenance. Extensive experience almost all fields relating to commercial and residential construction. Performed planning, bidding, permitting of projects, coordinating with architects and project owners and managed projects budgets to deliver projects on time and on **budget**. Supervised and scheduled crews of up to six employees and multiple and varied subcontractors on projects valued up to \$100,000 to \$2 million. Supervision of concrete on road construction projects, erosion control, stabilization, and SWPPP management.

EMPLOYMENT **Current GM Emulsion LLC**

Manager of field operations, project manager, superintendant. Manage concrete and general building division employees. Oversee all projects and ensure all schedules and production levels. Any and all aspects of our duties including concrete, building, erosion control, swppp, safety trainings, project management. I currently have OSHA 30 and CPR/ First Aid training.

Dejarnette Construction December 2011 to December 2016

Manage complete projects from the planning, budget, building and construction with architects to the completion of the projects. Ensured projects completed close to budget for all phases of the projects. Managed employees and subcontractors to ensure quality, site safety and troubleshoot problems and resolve. Projects include steel building construction, custom home construction, historical home remodeling, commercial tenant improvement remodeling, commercial building maintenance, installation of commercial and residential water catchment systems. Fields of work performed or supervised including foundation installation, concrete slabs steel building construction, commercial and residential framing, exterior and interior plaster; drywall; painting; window and door installation; roofing; site work; irrigation; landscaping; site drainage management; plumbing and fixture installation and repair; asphalt repair; HVAC installation, maintenance and repair

Partner. L&E Quality Builders — September 2006 to December 2011

Managed and supervised start to finish projects including foundations, slabs, structural framing (wood and steel), and finish carpentry. Subcontractor for other contractors on State and private projects.

Superintendent /Protect Manager. PV Constructors-December 1999 to February 1007 Manage complete projects from the planning, budget, building and construction with architects to the completion of the projects. Ensured projects completed close to budget for all phases of the projects. Managed employees and subcontractors to ensure quality, site safety and troubleshoot problems and resolve. Projects include steel building construction, custom home construction, historical home remodeling, commercial tenant improvement remodeling, commercial building maintenance, installation of commercial and residential water catchment systems. Fields of work performed or supervised including foundation installation, concrete slabs steel building construction, commercial and residential framing, exterior and interior plaster; drywall; painting; window and door installation; roofing; site work; irrigation; landscaping; site drainage management; plumbing and fixture installation and repair; asphalt repair; HVAC installation, maintenance and repair.

EDUCATION

1989 Graduated from Espanola Valley High School; 1990-1991 UNM Los Alamos- attended one semester; received specialized training on: EPA NPDES Phase 11 Storm Water Pollution Prevention Requirements; Builders Trust Workers' Compensation Blueprints for Safety Training and OSHA 30-hour training.

LANGUAGES

Fluent in Spanish and English.

REFERENCES

Mark Miller- Owner of PV Constructors INC. Santa Fe, NM (505)438-8727
Ben Dilsaver- Former Supervisor of PV Constructors INC. (720)480-9501
Greg Allegretti- Architect, Santa Fe, NM (505)986-9033

Professional Profile

Career Objective

To succeed and excel in all aspects of construction.

Personal Profile

Started my first company at the age of 19. Handyman type work as well as working full time position at PV Constructors Inc. The handyman service was then rolled into a construction company with a 7-year record of success overseeing all phases of small to multi-million-dollar construction projects for Government and private-sector clients. I contracted for several Government agencies on a variety of projects from concrete, remodels and ground up construction. Reluctantly closing the business due to slow economy in 2012. In 2012 I started with GM Emulsion LLC as a project manager overseeing numerous projects. I was placed in charge of controlling the General Building aspects of the company. This includes all concrete, ground up construction, remodels and any other scopes outside of the road construction field. As the company has grown I was then asked to create a secondary division GM Emulsion LLC General Building Division which I am now the division manager.

Professional Experience

GM Emulsion LLC- General Building Division Manager

2012-Present

- Reviewed and prepared contracts, permits, drafts, cost estimates and insurance
- Allocated necessary project resources including subcontractors, suppliers and company labor
- Ensured projects were executed according to approved time, cost estimates and quality
- Created and developed a comparison system of company's subcontractors and a convenient
- Fixed software related issues for key documents across the company
- Reviewed and approved contract documents, oversaw contractor selection and bid process, awarded contracts, supervised construction, bid and awarded contracts for fixture installation, coordinated all trades, developed and implemented schedules, managed budgets, and coordinated with retail operations during all phases of projects. Proficient in handling simultaneous projects and meeting deadlines effectively.
- Managed all construction activities following project approvals and coordinated work with Property Management to include phasing, staging and site logistics
- Develop and maintain contractor relationships in order to support bid solicitation, review and award of contracts
- Developed scope of work (SOW) and other related contract documents
- Reviewed and analyzed blueprints and specifications to determine project requirements and to prepare various estimates
- Provided value engineering recommendations to achieve budget objectives
- Responsible for code compliance including successful completion of inspections
- Coordinated construction activities to facilitate tenant relations and facility operations
- Consistently prioritized tasks in order to ensure successful delivery of quality projects on time and within budget
- Prepared and maintained construction schedules working with field operations to ensure timely completion of projects
- Ensured the timely close-out of projects including completion of punch list and final submission of all close-out documents.

L&E Quality Builders, LLC**2005-2012**

- Small Business Owner in charge of all aspects of the company. Worked diligently to output high quality work and stay on time and on budget. Strived to make sure that customer was always happy with our work. Built custom homes, remodels, steel buildings, and commercial buildings. Earned recognition from the NM Home Builders Association for excellent work.
 - Construction/Demolition projects
 - Bookkeeping
 - Customer relations
 - Managed crews of up to 12 as well as managed subcontractors.
 - Procurement/Bidding/Estimating/Proposals/Billing
 - Budgeting & Cost Controls
 - Site Safety/OSHA Compliance
 - Change Order Management
 - Design build
 - Spec Home Projects
 - Equipment Operator: Backhoe, Trackhoe, Reach Forklift, Agricultural Equipment, loaders, lifts, skid loaders, water trailers.
 - Welding
 - Decorative concrete and staining.
 - Steel Building Construction
 - State and Government work
 - Commercial Projects

PV Constructors**2000-2005**

- Foreman who worked very closely with the owner of the company. Started off as a laborer and worked my way up to the Foreman. Had a lot of responsibility and learned quite a lot from my position at this company.
 - Carpentry and steel work
 - Custom homes, commercial work, and steel buildings
 - In charge of field work
 - Hiring and working with subcontractors
 - Problem solving
 - Supervised employees and subcontractors
 - Equipment Operator: Backhoe, Trackhoe, Reach Forklift, Agricultural Equipment, loaders, lifts, skid loaders, water trailers.

Education

HIGH SCHOOL DIPLOMA— Santa Fe, New Mexico, 1997

GB98 Residential and Commercial Construction License — Santa Fe, New Mexico,

2004 SWPPP INSPECTOR CERTIFICATION- Santa Fe, NM 2006

Section G

First National 1870
100 Lincoln Ave
Santa Fe NM 87501
(505) 300-2111



Sunflower Bank
First National 1870



Guardian
Mortgage

December 9, 2020

RE: G M E General Building, LLC
5935 Agua Fria St
Santa Fe NM, 87507

To whom it may concern:

First National 1870 Client GME General Building has had a banking relationship established since December 17, 2018. In September of 2019, GME General Building established the credit part of their relationship. As of December 9, 2020, all deposit and Credit accounts have been handled in a satisfactory manner. We look forward to many more years of working with GME General Building, LLC.

If you have additional question or need more information please feel free to contact the client directly or Randy Lucero, NM Regional Business Banking leader at 505-316-2411 or randy.lucero@firstnational1870.com.

Thank you for your assistance and consideration of our mutual client,

Sincerely,

Randy D. Lucero Jr.

Randy D. Lucero Jr
NM Regional Business Banking Leader, VP
(505) 316-2411
Randy.lucero@firstnational1870.com





**BURKE
INSURANCE
GROUP, LLC**

1690 S. Telshor Blvd.
Las Cruces, NM 88011
575-524-2222 • 575-525-1716 (FAX)

December 7, 2020

City of Las Vegas
Public Works Concrete Flatwork
1700 N. Grand Ave.
Las Vegas, New Mexico

Re: General Bonding Capacity for GME General Building LLC

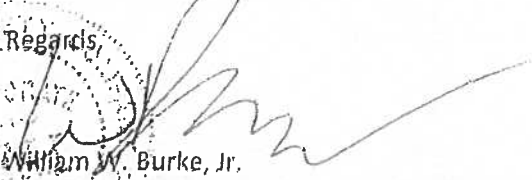
To whom it may concern:

Burke Insurance Group LLC presently handles the bonding for GME General Building, LLC, bonding credit is provided through Western Surety Company. Western Surety Company of Sioux Falls, South Dakota is a listed surety with the Department of the Treasury.

At the present time, Western Surety Company has agreed to favorably consider extending the single at \$2 million and aggregate at \$4 million. Any specific requests for bonds will be underwritten on its own merits and will be based on the financial position of the company and the underwriting information available at the time that bonds are requested.

If you should need additional information regarding the bonding capacity for this project for GME General Building, LLC please let me know.

Regards,


William W. Burke, Jr.

Attorney-in-Fact, Western Surety Company

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: G M E GENERAL BUILDING, LLC
DBA: G M E GENERAL BUILDING, LLC
5935 AGUA FRIA
SANTA FE, NM 87507

Expires: **09-Apr-2022**

Certificate Number:

L1300681904


Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that
GME General Building, LLC

5935 AGUA FRIA ST

SANTA FE, NM, 87507-9030

has registered with the Department of Workforce Solutions

Registration Date: 11/29/2018

Registration Number: 28325764732018

This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE, Suite 3000, Albuquerque, NM 87102, (505) 841-4400



City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **GME GENERAL BUILDING LLC**

Location: **5935 AGUA FRIA ST**

Class: **CONTRACTOR - GENERAL**

Comment:

Control Number: 0073069

License Number: 19-00154733

Issue Date December 19, 2018

Expiration Date December 31, 2018

GME GENERAL BUILDING LLC
5935 AGUA FRIA ST

SANTA FE NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE
PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT
DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION
OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

employee	first_name	last_name	sex	pay_rate	description	hourly_or_salary	Per diem
101	Sergio	Barraza	M	20.8	Cement Mason	H	100 a day
102	Valentin	Corral-Ortiz	M	23.4	Cement Mason	H	100 a day
103	Rodrigo	de Jesus Quintanar G	M	24.7	Cement Mason	H	100 a day
104	Santiago	Garcia	M	20.8	Cement Mason	H	100 a day
105	Jose	Guadalupe Ovalle San	M	18.2	Laborer Group II	H	100 a day
106	Jesus	Lastra	M	1560	Superintendent	S	100 a day
107	Jorge	Martinez	M	23.4	Cement Mason	H	100 a day
108	Lionel	Martinez	M	2275	Superintendent	S	100 a day
109	Jose	Nava	M	26	Cement Mason	H	100 a day
110	Lorenzo	Ovalle	M	26	Operators Group IV	H	100 a day
111	Billy	Pena	M	26	Cement Mason	H	100 a day
112	Oscar	Ruiz	M	22.1	Cement Mason	H	100 a day
114	Erik	Trujillo	M	2730	Superintendent	S	100 a day
115	Victor	Estrada Castorena	M	20.8	Laborer Group II	H	100 a day
116	Richard	Quintana	M	2080	Superintendent	S	100 a day
117	David	Trujillo	M	26	Trucvk Drivers Group IV	H	100 a day
119	Jerome	Block	M	22.1	Cement Mason	H	100 a day
120	Steve	Anaya	M	1300	Superintendent	S	100 a day
123	Lucas	Griego	M	650	Cement Mason	S	100 a day
124	Jorge	Montenegro	M	40.82	Cement Mason	H	100 a day
125	Jerome	Trujillo	M	15.73	Laborer Group I	H	100 a day
126	Lawrence	Cordova	M	22.1	Trucvk Drivers Group IV	H	100 a day
127	Miguel	Zuazo	M	20.8	Laborer Group II	H	100 a day
128	Noel	Nava-Moreno	M	15.73	Laborer Group I	H	100 a day
129	Fernando	Martinez-Pasillas	M	22.1	Cement Mason	H	100 a day
130	Santiago	Archuleta	M	18.2	Laborer Group I	H	100 a day
131	Omar	Mayorga	M	19.5	Laborer Group II	H	100 a day
132	Alvert	Miller	M	20.8	Laborer Group II	H	100 a day
1025	Audrey	Trujillo	F	650	Executive / Administration	S	100 a day
1050	Kenneth	McDowell	M	2275	Superintendent	S	100 a day
1051	Felicia	Alire	F	19.5	Laborer Group I	H	100 a day
1052	Valerie	Alire	F	28.6	Laborer Group II	H	100 a day
1053	Carlos	Baldonado	M	23.4	Laborer Group I	H	100 a day
1054	Joseph	Hoffmann	M	32.5	Laborer Group II	H	100 a day
1055	Paul	Lovato	M	20.8	Laborer Group I	H	100 a day
1056	Anthony	Vigil	M	20.8	Laborer Group I	H	100 a day
1057	Jacob	Hoffmann	M	20.8	Laborer Group I	H	100 a day
1058	Junior	Padilla	M	19.5	Laborer Group I	H	100 a day
1059	Raul	Lopez	M	27.3	Laborer Group I	H	100 a day

PROPOSAL

RFP NUMBER 2021-15

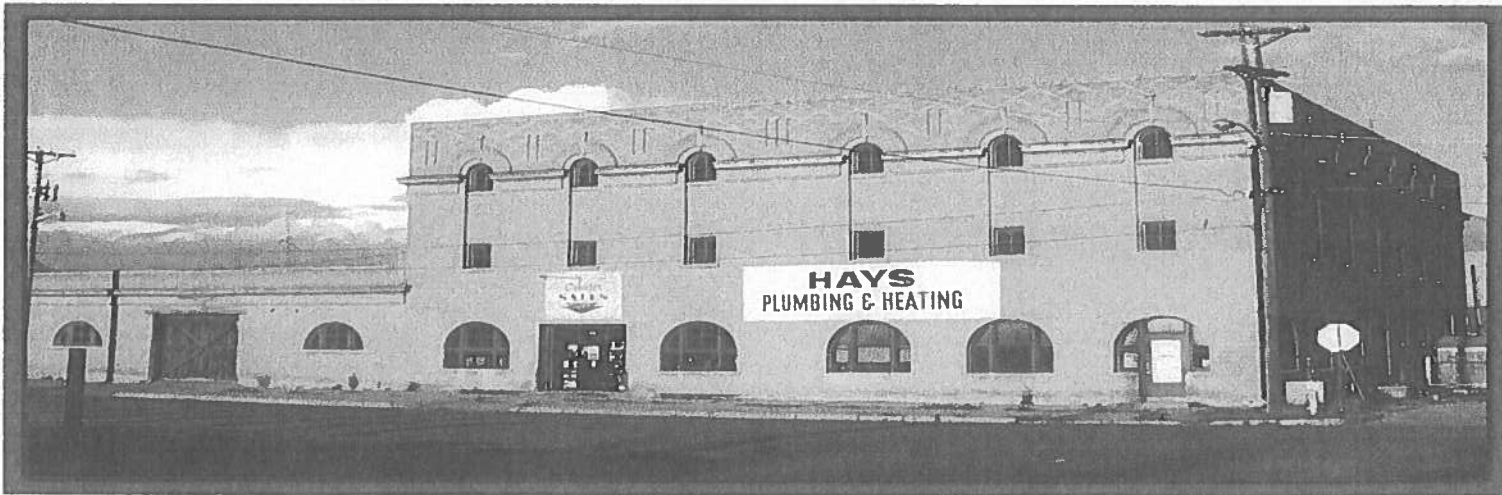
Re-Bid Public Works Concrete Flatwork

Submitted to:

City of Las Vegas

1700 N Grand Ave

Las Vegas, NM 87701



Submitted by:

HAYS PLUMBING & HEATING, INC.

600 RAILROAD AVENUE, LAS VEGAS, NM 87701

505 425-7535

Email: hays_plumbing@hotmail.com

March 24, 2021

OFFEROR INFORMATION

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Gordon Hays

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER ()

DELIVERY: 600 Railroad Ave. Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1061474736

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

SERVICE (S): **RE-BID PUBLIC WORKS CONCRETE FLATWORK**

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gordon Hays state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays
Signature

Subscribed and sworn to before me, this 22nd day of March, 2021.

(SEAL)  OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC State of New Mexico
My Commission Expires 4/16/23

Diane Trujillo
Notary Public Signature
My Commission Expires: 4/16/2023

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85 0168958

SOCIAL SECURITY NUMBER: _____

TRANSMITTAL

LETTER

Proposer: Hays Plumbing & Heating, Inc.

Submittal Date: 03/26/2021

Randy Hays Project Manager 505-429-1172

The undersigned Hays Plumbing & Heating, Inc. submits this Proposal in response to the Request for Proposals dated 02/08/2021, issued by the City of Las Vegas: REQUEST FOR PROPOSALS (RFP) FOR RE-BID PUBLIC WORKS CONCRETE FLATWORK OPENING NO.2021-15

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following submission requirements:

- Specialized Services as defined in the scope of work, Capacity & capability, Past record performance, Familiarity of City of Las Vegas Systems, Current volume of work, required certifications and preferences, and additional required statements;
- RFP Required Forms

Proposer acknowledges receipt, understanding and full consideration of all materials posted with respect to the RFP and the following addenda and sets of questions and answers to the RFP:

Addenda #1 Change in Bid Opening
Addenda #2 Change in Bid Opening Date

Proposer represents and warrants that it has read the RFP and agrees to abide by the contents and terms of the RFP and the Proposal.

Proposer understands that the City of Las Vegas is not bound to short-list any Proposer and may reject each proposal received.

Proposer acknowledges that Proposal and all supporting documentation becomes the property of the City of Las Vegas.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and implementing this project, if selected will be borne solely by the Proposer.

Proposer agrees that the City of Las Vegas will not be responsible for any errors, omissions,

This Proposal shall be governed by and construed in all respects according to the laws of the State of New Mexico.

Proposers Business Address: 600 Railroad Ave Las Vegas, NM 87701

State or Country of Incorporation/Formation/Organization: New Mexico

Hays Plumbing & Heating, Inc.

By: Gordon Hays

Print Name: Gordon Hays

Title: President

Material

Material will be charge depending on the cost price at time of service with a 32% markup

Labor Rates	Per Hour
Plumber	84.87
Apprentice 80%	73.26
Laborer	51.79
Operators	71.04
Foreman	124.91

These prices below include: mark up, over head, fuel, and operator

Equipment	Per Hour
Linkbelt 330 Excavator	247.93
Komatsu Loader 5 yds	232.87
Komatsu 228 US	187.30
Linkbelt 210 Excavator	187.30
Mini Excavator	124.82
Roller-- 2 Remotes	107.76
Backhoe-3	128.60
Dump Truck with Driver	85.00
Excavator with Hammer	334.18
Cat 3 yard Loader	161.62
Ingersol Roller	139.95
Case Blade	208.01
Case Dozer 850	137.29
Case Dozer 1650	205.89
Truck & Belly Dump with Driver	95.00
Skid Steer	76.20

Mobilization & Motel	No Charge
---------------------------------	------------------

Index

Section A- *Offeror's Identification (authority to sign)*

Section B- *Campaign Contributions Disclosure Form*

Section C- *Personnel Experience*

Section D- *Licenses*

Section E- *Experience in Specialized Services referenced in scope*

Section F-

- 1) *Quality Assurance Program*
- 2) *Affidavit on Non- Violation of Labor Costs*
- 3) *Affirmative Action Statement*

Section G- *Financial Letter*

Section H

- 1) *Bonding Insurance Company Information*
- 2) *Hays Profile*
- 3) *Hays Warranty Letter*
- 4) *Qualifications*

Section A

Affidavit of Offeror's Identification

Name of Offeror: Hays Plumbing & Heating, Inc.
Address: 600 Railroad Ave Las Vegas, NM 87701
Phone: 505 425-7535

I, Gordon Hays, holding the title and position of President at the firm, Hays Plumbing & Heating, Inc., affirm that I am authorized to speak on behalf of the company and owners on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

Hays has successfully worked with some of New Mexico's larger construction firms and local governments on small, medium, and large construction projects. Hays provides quality Mechanical Plumbing and Utility construction services to public entities and has served on several projects as the general contractor. Hays is also well known in the area for its work on roads, contract plumbing, utilities and other related construction projects for the local government and on private ranch lands.

Gordon Hays
Gordon Hays, President

NOTARY

STATE OF New Mexico
COUNTY OF San Miguel



OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC - State of New Mexico
My Commission Expires 4/16/2023

Signed or attested before me this 22nd day of March by
Gordon Hays

MY COMMISSION EXPIRES:

4/16/2023

[Signature]
Notary Signature

RESOLUTION

WHEREAS, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

UPON motion duly made and seconded, it is

RESOLVED that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: Gordon Hays
Gordon Hays, President
Hays Plumbing and Heating, Inc.

By: Jason Dale
Jason Dale, Vice President
Hays Plumbing and Heating, Inc.

By: Randy Joe Hays
Randy Joe Hays, Treasurer
Hays Plumbing and Heating, Inc.

By: Donna Hays
Donna Hays, Secretary
Hays Plumbing and Heating, Inc.

Section B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Gordon Hays
Signature Gordon Hays

03/24/2021
Date

President
Title (Position)

Section C

Personnel Experience: (resumes available upon request)

Hays assigned Project Manager / Foreman/ Superintendent have the following minimum qualifications and experience: at least 10 years' experience in the construction history of 15+ years. Have experience in many construction types as identified in project listing. Experience as a Project Manager/ Foreman/ Superintendent on one or more construction projects Valued at \$1.1 million or more.

Employees (include but not limited to):

Jason Ole Dale

Licenses and Certificates:

Plumbing License #8243, Classifications MM98, GB98, GF-9
Journeyman Plumber License #JPG 5867
SMAW-AWS Pipe & Plate Welding

Work Experience:

Vice-President/Owner of Hays Plumbing & Heating, Inc. (Las Vegas, NM)
Project Estimator & Supervisor
Journeyman Plumber & Gas Fitter

Randy J. Hays

Licenses and Certificates

Journeyman Plumber – 1993 License #06836
Journeyman Gas Fitter – 1993 License #06836
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98
General Contractors License – w/Hays GB98
Trench Shoring Certified – 2000
Certified Welder #9764- 1993
Well Drillers License #WD 585
Commercial Driver's License
Geothermal Certified

Work Experience

Project Estimator & Supervisor
Supervisor/Foreman – Several Plumbing Projects
Well Drilling Supervisor
Equipment Operator Excavator Backhoe Dozer Drilling Rig Trencher

Joe A. Aragon, III

Licenses and Certificates

Journeyman Plumber – 1994 License #09974

SMAW Welding & Inspection Specialist - 2009

Work Experience

Plumber Foreman

Brian M. Coca

Licenses and Certificates

Trench Shoring Certified – 2000

Commercial Driver's License

Work Experience

Supervisor/Foreman – Several Utilities Projects

Proficient in operating small, medium, and heavy-duty equipment

Experienced mechanic with diesel or gas engines

Experienced welder (Arc and Mig welders)

Skilled in transporting equipment

Experience with installation and maintenance of culverts

Experience with cement work, carpentry, and plumbing

Equipment Operator which include Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift,

Forklift, Dump Truck, Bulldozer, Tractor

Section D

CITY OF LAS VEGAS, NEW MEXICO
BUSINESS LICENSE/REGISTRATION

BUSINESS: HAYS PLUMBING & HEATING, INC.

LICENSE # 0917

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2021



APPROVED
 COMMUNITY DEVELOPMENT

BUSINESS OWNER

LAS VEGAS
 NEW MEXICO
 Old Trails, New Adventures

Tonita Gurulé-Girón
 Tonita Gurulé-Girón
 MAYOR

Certificate of Contractor Registration



This is to certify that
Hays Plumbing & Heating, Inc.

600 RAILROAD AVE
 LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 12/18/2020 Registration Number: 002369720111209

This certificate does not show the current status of the company.
 To see the current status for this company please go to the Public Works
 and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tenth Ave NE, Suite 2005, Albuquerque, NM 87102, (505) 841-4400

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: HAYS PLUMBING & HEATING INC
 DBA: HAYS PLUMBING & HEATING INC
 600 RAILROAD AVE
 LAS VEGAS, NM 87701-4531

Expires: 24-Feb-2024

Certificate Number:

L1061474736

Stephanie Schardin Clarke
 Stephanie Schardin Clarke
 Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO
 REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

LP

LICENSE NUMBER

15877

HAYS PLUMBING & HEATING INC

600 RAILROAD

LAS VEGAS, NM 87701

Alan Bailey

DIRECTOR

EXPIRES

06/30/2021

CLASSIFICATION(S)

04, 05, 04, 05

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

8243

Qualifying Party(S)

HAYS RANDY
 HAYS RANDY
 DALE JASON OLE
 HAYS HOWARD L.

EXPIRES

08/31/2021

CLASSIFICATION(S)

EL01, ES03, ES04, ES05
 ES06, GA01, GB98, GF02
 GF03, GF04, GF05, GF09
 GF98, MM98

Ulatia Fomero
 DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

This card is now and shall remain property of Construction Industries
 Division and shall be surrendered at any time upon demand.

Section E

Previous Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title & Scope of Work	Institution Satisfactory with Project
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	\$144,901.00	Miami DWUA Disinfectant Bi Products - Utility Work	Very delighted with the work that was performed by our company
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	\$62,185.53	Village of Maxwell Well Equipment- Utility Work	Very pleased with the work that was performed by our company
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	\$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work	Very satisfied with the work that was performed by our company
2019	Name: City Of Rio Rancho Address: 3200 Civic Center Circle, NM Rio Rancho, NM 87144	Name: Nathan Roberts Company: Bohannon Huston, Inc. Telephone: 505-823-1000	\$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work	Very thankful with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Stantec Consulting Service! Company: Telephone: 575-461-0181	\$522,910.73	Las Vegas Waterline Replacement Design 8th St & Hospital/Chico Dr- Pipeline Work	Very delighted with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$267,660.00	North Grand Avenue Waterline Improvements- Pipeline Work	Very satisfied with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	\$1,010,980.00	Bradner Reservoir Fill Line Project- Pipeline Work	Very pleased with the work that was performed by our company
2018	Name: Amos Torres Address: 3388 Mountain View Blvd. Angel Fire, NM 87710 Telephone: 575-377-1677	Name: Carl Abrams Company: HDR Engineering, Inc. Telephone: 505-830-5455	\$304,685.00	Coffey 2 Well Improvements Project- Well Work	Very happy with the work that was performed by our company
2017	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$565,813.07	Cinder Road Water Improvements Project- Pipeline Work	Very glad with the work that was performed by our company

2017	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$247,316.00	East Waterline Loop Segment B-Pipeline Work	Very thankful with the work that was performed by our company
2017	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$71,400.00	Storrie Lake Waterline Repair- Pipeline Work	Very happy with the work that was performed by our company
2017	Name: Steve King Address: 2 North Chamisa Drive Santa Fe, NM 87508 Telephone: 505-466-2531	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$233,000.00	Well 2A/2B in Dual Production- Well Work	Very satisfied with the work that was performed by our company
2017	Name: Lawrence Ortiz Address: 1574 State RD 502 West Santa Fe, NM 87506 Telephone: 505-2312586	Name: Jim Corbin Company: Corbin Consulting, Inc. Telephone: (505) 466-4605	\$315,392.33	Pojoaque Water Line- Well & Pipeline Work	Very satisfied with the work that was performed by our company
2016	Name: David Salazar Address: County Road B27 Chapelle, NM Telephone: 505-617-2380	Name: Paul Kennedy Company: Souder, Miller & Associates Telephone: 505-299-0942	\$188,310.11	Chapelle MDWCA Water System- Pipeline Work	Very satisfied with the work that was performed by our company
2016	Name: Robert Perry Address: 1 Civic Plaza NW Albuquerque, NM 87102 Telephone: (505) 768-3000	Name: Molzen Corbin Company: Jonah Ruybalid Telephone: 505-242-5700	\$1,401,608.56	Duranes Pump Station- Pump Work	Very satisfied with the work that was performed by our company
2016	Name: Max Lucero Address: County Road A-20 Ojitos Frios, NM 87701 Telephone: 505-369-8709	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	\$213,783.64	Gabaldon Water System Improvement Project- Well Work	Very satisfied with the work that was performed by our company
2016	Name: State of NM Address: Telephone:	Name: Company: Bridgers & Paxton Telephone: 505-883-4111	\$1,997,734.59	NMBHI Mechanical System Upgrades- Utility & Plumbing	Very satisfied with the work that was performed by our company

Previous Work Experience Schedule

Current Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Percentage Completed	Project Title & Brief Description of Work Performed
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$ 313,741.00	2%	NMDOT Lift Station Improvements Utility Work
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Ramses Ortega Company: Stantec Consulting Services Telephone: 575-538-5395	\$ 314,300.00	2%	Dee Bibb Lift Station Improvements Utility Work
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Keaton Chancellor Company: Souder, Miller & Associates Telephone: 505-299-0942	\$ 319,394.00	2%	Detention Center Lift Station Rehabilitation Utility Work
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$ 507,429.45	50%	Mountain View, Keen Street and West National Avenue Roadway Phase 1 Improvements Road Work
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Raymond Smith Company: Souder, Miller & Associates Telephone: 505-299-0942	\$ 76,500.00	30%	Solid Waste Facility Fire Suppression Project Fire Suppression System
2020	Name: West Las Vegas Schools Address: 179 Bridge St Las Vegas NM 87701 Telephone: 505-426-2300	Name: Verlyn Miller Company: Miller Engineering Telephone:	\$ 219,444.30	80%	West Las Vegas Baseball Field Complex Drainage Project Excavation
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Santa Fe, NM 87502 Telephone:	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	\$ 448,770.00	10%	Taos County CN 5100750 Utility Work
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Wayne Yevoli Company: Testudo Engineering Telephone: 505-554-1282	\$ 2,464,915.00	20%	LVCS Los Ninos Phase 2- Utility & Plumbing Work
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	\$ 3,206,385.00	50%	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work

Current Work Experience Schedule

LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE	CONDITION	ACQUIRED
Skidsters	Within the last 10 years	Excellent Working Condition	\$17,000 & \$8,000
210 Link Belt Excavator	Within the last 10 years	Excellent Working Condition	\$ 30,000.00
Link Belt 330 Excavator	Within the last 10 years	Excellent Working Condition	\$ 49,000.00
Komatsu Excavator	Within the last 10 years	Excellent Working Condition	\$ 47,000.00
12 Yard Mack Dump Truck	Within the last 6 months	Excellent Working Condition	\$ 10,000.00
12 Yard Mack Dump Truck	Within the last 10 years	Excellent Working Condition	\$ 10,000.00
580 Backhoe	Within the last 10 years	Excellent Working Condition	\$15,000 & \$20,000
Compactors	Within the last 10 years	Excellent Working Condition	\$ 10,000.00
Ingersoll 5 Foot Drum Compactor	Within the last 10 years	Excellent Working Condition	\$ 12,000.00
Portable 3 Deck Screening Plant	Within the last 10 years	Excellent Working Condition	\$ 40,000.00
Komatsu Loader	Within the last 2 years	Excellent Working Condition	\$ 47,000.00
Komatsu Loader	Within the last 2 years	Excellent Working Condition	\$ 47,000.00
4000lb Hammer	Within the last 4 Years	Excellent Working Condition	\$ 10,000.00
4000lb Hammer	Within the last 4 Years	Excellent Working Condition	\$ 10,000.00
4000lb Hammer	Within the last 2 Years	Excellent Working Condition	\$ 10,000.00
Dozer	Within the last 10 years	Excellent Working Condition	\$15,000 & \$20,000
Dozer	Within the last 10 years	Excellent Working Condition	\$15,000 & \$20,000
Grader	Within the last 10 years	Excellent Working Condition	\$ 30,000.00
20 Yard Belly Dump	Within the last 10 years	Excellent Working Condition	\$ 20,000.00
20 Yard Belly Dump	Within the last 2 Years	Excellent Working Condition	\$ 20,000.00
Peterbilt Water Truck	Within the last 2 years	Excellent Working Condition	\$ 30,000.00
Peterbilt Semi Hauler	Within the last 10 years	Excellent Working Condition	\$ 30,000.00
Kenworth Semi Hauler	Within the last 6 months	Excellent Working Condition	\$ 30,000.00
<i>**Various other trucks and vehicles available for use as needed*****</i>			

Section F



Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701
Phone (505) 425-7535
hays_plumbing@hotmail.com



Quality Assurance Program

Hays Plumbing has provided its clients with over 57 years of quality products and services. Hays Plumbing's commitment to quality begins with the company officers and extends to every member of the Hays Plumbing's staff. Hays Plumbing's staff's common goal is doing a quality services every time. Hays Plumbing's staff works diligently to build confidence and long-lasting relationships with its clients, suppliers, subcontractors. Hays Plumbing's staff works to fulfill the needs of its clients and ensuring adherence to accepted standards, codes and practices applicable to the work performed.

Quality and Safety

Hays Plumbing takes quality and safety seriously. Hays Plumbing has a Quality Control Plan to ensure that all work it does will be performed in accordance with the requirements established for the task or project. The plan ensures that there is a process in place to comply with the established requirements for each task or project. Hays Plumbing staff is committed to report any deficiencies discovered as a result of the client's, designated representative, or Hays staff's checks or tests of the work performed. The deficiencies will be brought to the attention of the appropriate individual and steps will be taken to correct the deficiencies.

Hays Plumbing management and staff work diligently to promote a culture of safety. Hays Plumbing's safety program exceeds the minimum requirements for both state and federal OSHA programs. Hays Plumbing's employees undergo regular training and re-certification. Hays Plumbing has trained employees that monitor each phase of the installation, so every step is observed for quality and accuracy.

Hays Plumbing is committed to:

- Full and open communication with our clients and/or their designated representatives
- Adherence to the tasks or projects agreed upon
- Adherence to generally accepted standards, codes and practices
- Professionally executed services and projects
- Professional and ethical conduct

Hays Plumbing utilizes a quality assurance program which includes:

- Utilizing a recognized apprenticeship programs for plumbing
- Reviewing code and specifications
- Inspecting & testing materials to ensure conformance with the project requirements
- Ensuring that all personnel performing the work are properly qualified and certified as per the project specifications
- Installing materials and equipment using best practices
- Conducting testing procedures,
- Tracking project schedules
- Inspecting and testing installed equipment

Hays Plumbing's staff assigned to each task or project takes ownership of the projects assigned from inception to completion of the task or project.

AFFIDAVIT OF NON-VIOLATION OF LABOR COSTS

Name of Firm: HAYS PLUMBING & HEATING, INC.

Address: 600 RAILROAD AVENUE – LAS VEGAS, NM 87701 505 425-7535

PROJECT: Re-Bid Public Works Concrete Flatwork #2021-15

OWNER: City of Las Vegas
1700 N Grand Ave
Las Vegas, NM 87701

The undersigned officer of HAYS PLUMBING & HEATING, INC., hereby states that HAYS PLUMBING & HEATING, INC. has, during the past five (5) years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

GORDON HAYS, PRESIDENT

Name and Title

Gordon Hays
Signature

NOTARY

STATE OF New Mexico

COUNTY OF San Miguel



OFFICIAL SEAL
DIANE TRUJILLO
NOTARY PUBLIC-State of New Mexico

My Commission Expires 4/16/23

Signed or attested before me this 22nd day of March by Gordon Hays

MY COMMISSION EXPIRES:

4/16/2023

Diane Trujillo
Notary Signature



Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701
Phone (505) 425-7535
hays_plumbing@hotmail.com



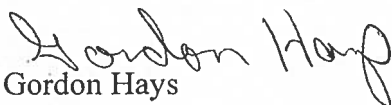
Affirmative Action Statement

Hay's Plumbing is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, sexual orientation or gender identity or any other status protected by law.

This policy applies to all employees and applicants for employment, and to all personnel decisions and related practices within the Company, including, but not limited to, recruitment, selection, promotion, compensation, benefits, training, transfers, layoffs, and return from layoff. Hay's Plumbing makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the Company's business.

Hay's Plumbing has assigned an Affirmative Action Officer to manage Hay's Plumbing equal employment and affirmative action compliance program. All managers and supervisors will take an active part in the Company's affirmative action program to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions. Furthermore, Hay's Plumbing will solicit the cooperation and support of all employees for the Company's nondiscrimination policy. The Affirmative Action Officer has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the Company's equal employment/affirmative action program.

The Company does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant.


Gordon Hays

President

Section G



March 17, 2021

Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701

Re: RFP Reference Letter

To Whom It May Concern:

This letter will serve as a formal letter of reference for Hays Plumbing & Heating, Inc. This fine company maintains several loans at Community 1st Bank Las Vegas with balances in the middle six figures, and deposits with balances in the high five figures. They manage all of their accounts in the most professional and responsible manner possible.

They have been providing commercial plumbing and heating services in this community for well over fifty years, and their reputation is impeccable, both for the quality of their work and their integrity. We cannot imagine your organization having any difficulties in doing business with Hays Plumbing & Heating, Inc.

Please contact me if you have any questions or concerns.

Sincerely,
COMMUNITY 1ST BANK LAS VEGAS

A handwritten signature in dark ink, appearing to read "Mike Melton".

Mike Melton
Executive Vice President

Section H

Downey & Company
6565 Americas Parkway NE, Suite 750
ALBUQUERQUE, NM 87110
(505)881-0300/(505)881-0908

March 17, 2021

RE: Hays Plumbing & Heating, Inc.

To Whom It May Concern,

Our office has provided bonds for Hays Plumbing & Heating, Inc. in excess of fifteen years. They enjoy an excellent reputation for quality workmanship and timely completion on their projects.

At the request of Hays Plumbing & Heating, Inc. we have established a bond line in the amount of \$5,000,000.00 single project with an aggregate limit of \$8,000,000. The execution of bonds would be based on favorable review of contract documents and underwriting requirements stipulated by the surety at the time the bonds are requested.

They have approximately 79% of their bonding capacity available at this time.

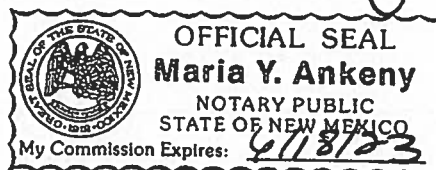
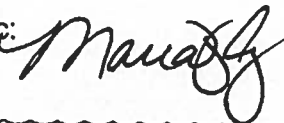
Should you require any further information regarding Hays Plumbing & Heating, Inc., please do not hesitate to contact our office.

Sincerely,



Roger N. Downey

Notary Public:



Downey & Company
6565 Americas Parkway NE, Suite 750
ALBUQUERQUE, NM 87110
(505)881-0300/(505)881-0908

March 17, 2021

RE: Hays Plumbing & Heating, Inc.

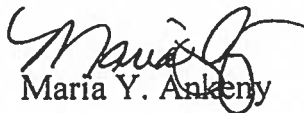
To Whom It May Concern:

As requested, following are your Work Comp Experience Modification
Rates for the current and previous four-year period:

2020/2021	0.79
2019/2020	1.09
2018/2019	1.08
2017/2018	1.87

Please do not hesitate to call if you should need any further information.

Sincerely,


Maria Y. Ankeny



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110		CONTACT NAME: Veronica Bowmaster PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL: vgilbert@downeyandco.com ADDRESS: FAX (A/C, No): (505) 881-0908	
INSURED Hays Plumbing and Heating, Inc. Post Office Box 1420 Las Vegas NM 87701-1414		INSURER(S) AFFORDING COVERAGE INSURER A: Donegal Insurance Group INSURER B: New Mexico Mutual Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21/22 Multi w/IF REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPT9027328	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA9027328	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CXL9027328	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	23418.121	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater/ Builders Risk			CPT9027328	01/01/2021	01/01/2022	Limit: \$1,000,000 Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE CERTIFICATE

CERTIFICATE HOLDER

CANCELLATION

INSURORS INDEMNITY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701
Phone (505) 425-7535



P R O F I L E

DATE: January 2021

Plumbing & Heating Contractors, and Well Drilling Co.; New Mexico CID License
#8243- Class. EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04,
GF05, GF09, GF02, GF98, MM98 --- LP #15877

Well Drilling License #WD-585 & WD-1720 NM DOL #002369720111209
NM Resident Contractors 07C48 NM Resident Contractor Certificate L1061474736
Business License #0917 NM Inc #0504837

Date of Incorporation = 1/1/64; 57 years in business. DUNS/SAM# 064910391
State of Incorporation is New Mexico # 0504837 ----- CAGE # 6ZLM0

Federal ID# 85-0168958

NM State # 01-705574-001

SURETY: Downey & Company, Albuquerque, NM @ 800 635-9802

BANK: Community First Bank, Las Vegas, NM @ 505 425-7584 Mike Melton

MAJOR MATERIAL SUPPLIERS:

Dahl, Inc. (Plumbing) – Santa Fe, NM 800 274-2704

2M Co, Inc. (Well Pumps/Equipment) – Albuquerque, NM 800 344-8238

Ferguson (Utilities Materials) -Albuquerque, NM 505-345-0171

ARCHITECTS:

Molzin Corbin 505 242-5700
Albuquerque, New Mexico

Wilson & Company Engineers 505 348-4000
Albuquerque, New Mexico

GENERAL CONTRACTORS:

Franken Construction Co. 505 425-7578

Las Vegas, New Mexico



Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701
Phone (505) 425-7535
hays_plumbing@hotmail.com



Sample Warranty Letter

Date: March 2021

Project: Re-Bid Public Works Concrete Flatwork

Owner: City of Las Vegas
1700 N Grand Ave
Las Vegas, NM 87701

In compliance with the project specifications, HAYS submits its guarantee of equipment, materials and workmanship furnished by HAYS PLUMBING & HEATING., are free from defect in workmanship and material for a period of ONE (1) YEAR beginning **DATE OF SUBSTANTIAL COMPLETEION** or **DATE OF EQUIPMENT START-UP RUNNING**.

Equipment and materials furnished by OTHERS, but installed by HAYS PLUMBING & HEATING, INC., are not covered by this warranty, except for the installation work performed by HAYS PLUBMING & HEATING, INC., and/or HAYS' Sub-Contractors.

Ordinary wear is not covered by this warranty. The Owner's abuse, neglect or failure to perform recommended maintenance procedures will void this warranty.

Should any problems occur during the specified warranty period, due to faulty equipment materials or workmanship, HAYS PLUMBING & HEATING, INC. will correct the problem(s), without charge to the satisfaction of the Owner.

Gordon Hays, President

Hays Plumbing & Heating, Inc.

Executive Summary

Mission

Hays Plumbing and Heating, Inc. (Hays) strives to offer premium construction services at competitive prices in the Northeastern area of New Mexico.

History

Hays was incorporated in 1964, Hays began its business by offering plumbing services to the residents in the Las Vegas surrounding areas. As times changed so did Hays. Over time, Hays began expanding its service area and the services it offered. Today, Hays is well known for general construction, utility, road construction, and well drilling services, as well as for installing water storage and solar systems.

Services

Hays has successfully worked with some of New Mexico's larger construction firms on small, medium and large commercial construction and utility projects for public entities and served on several projects as the general contractor. Hays is well known in the area for its road and parking area construction on private ranch lands and for working with the local government on road and other related construction projects. Hays has also successfully drilled wells for private land owners and public entities for many years. In the last five years, Hays has been called on to install water storage tanks and solar powered systems and geothermal wells for private land owners and public entities.

Customer Service

Hays attributes its successes to having satisfied customers. That is why Hays believes it is essential to build effective channels of communication and strong relationships with owners, general contractors, architects, engineers and subcontractors to ensure that projects stay on track and are handled efficiently.

Hays strongly believes that providing good quality services before, during and after projects are completed ensures being able to maintain good relationships with existing customers and helps to develop a strong referral systems that brings in more business.

Hays' reputation for providing good quality service upfront, completing jobs on time and providing quality warranty service has gained Hays a long list of repeat customers and associates who are willing to refer customers needing services offered by Hays.

STATEMENT OF QUALIFICATIONS

1) **Firm Name:** HAYS PLUMBING & HEATING, INC.

Type of Firm: **Corporation** Year Firm was established: 1964

2) **LICENSING (See Section D):** New Mexico Contractor's License, which is current and in Good standing with the State of New Mexico Construction Division (CID).

3) **EXPERIENCE:**

- a. List of experience of projects completed and current: **See Section E**
- b. The average annual amount of construction/plumbing work performed in the past five years.
\$ 6,000,000.00

4) **CAPACITY AND CAPABILITY TO PERFORM THE WORK:**

a. Resources: Total number of current employees:	Project Managers	<u>4</u>
	Estimators	<u>2</u>
	Foremen	<u>6</u>
	Tradesman	<u>22</u>
	Administration	<u>8</u>
	Other	<u>4</u>

5) **SAFETY**

- a. Hays Plumbing & Heating, Inc. has a written safety program compliant with current State Regulations.
- b. Hays Plumbing & Heating, Inc. is free of committing serious or willful violations of federal or state Safety laws as determined by a final non-appealable decision of a court or government agency.

6) **INSURANCE and CLAIMS HISTORY (See Section H)**

- a. Hays Plumbing & Heating, Inc. is free of any judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was a party.
- b. Hays Plumbing & Heating, Inc. during the past five (5) years been free of a determination by a court of competent jurisdiction that is filed a false claim with any federal, state or local government entity.
- c. Hays Plumbing & Heating, Inc. the ability to provide the required insurance in the limit stated in any project documents (General Liability and Comprehensive Auto) at \$1 Million per occurrence and \$1 Million in the aggregate.

7) **FINANCIAL STABILITY**

a. For purposes of determining if our company capacity and ability to perform financially, Hays Plumbing can provide upon request their most current financial statement, preferably audited, including your company's latest balance sheet and income statement.

8) **QUALITY ASSURANCE (See Section H)**

a. Hays Plumbing & Heating, Inc. does have a Quality Assurance/Quality Control (QA/QC) Manager? Name: Jason Dale Years with Firm: 57 years
Job Title: Vice-President/Project Administrator Years in position: 40+

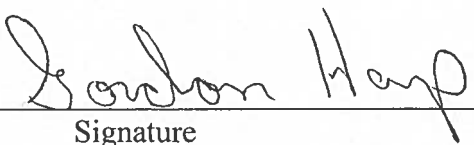
9) **OTHER INFORMATION**

Certify and/or documentation that the firm possesses the necessary equipment, Financial resources, technical resources, management, professional and craft Personnel resources and other required capabilities to successfully perform the Contract, or will achieve same through its pre-listed subcontractors.

THE UNDERSIGNED CERTIFIES THAT ALL OF THE QUALIFICATION INFORMATION SUBMITTED WITH THIS FORM IS TRUE AND CORRECT.

Gordon Hays, President
Name and Title

HAYS PLUMBING & HEATING, INC.
Firm Name


Signature

600 Railroad Avenue Las Vegas, NM 87701
Address of Firm

Email Address: hays_plumbing@hotmail.com

Phone Number: 505-425-7535



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: April 14, 2021

Date Submitted: 4/06/2021

Department: Finance

Item/Topic: Acceptance and Approval of the FY20 Audit.

Fiscal Impact: NONE.

Attachments: City of Las Vegas FY20 audit release letter.

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.

Approved For Submittal By:

Department Director

City Manager

Reviewed By:

Finance Director

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Referred To: _____

Continued To: _____

Denied _____

Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21-13

ACCEPTANCE AND APPROVAL OF THE FY 2020 AUDIT

WHEREAS, the City of Las Vegas is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for FY 2020; and

WHEREAS, the City of Las Vegas Governing body has directed the accomplishment of the audit for FY 2020 be completed; and,

WHEREAS, this audit has been completed and presented to the City of Las Vegas Governing Body per the March 31, 2021 letter from the State Auditor authorizing release of the FY 2020 audit; and

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that “Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable, and,

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Las Vegas, does hereby accept and approve the completed audit report and findings as indicated within this document;

ACCEPTED AND APPROVED this 14th day of April 2021.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

BRIAN S. COLÓN, ESQ.
STATE AUDITOR



NATALIE CORDOVA, CPA
DEPUTY STATE AUDITOR

State of New Mexico
Office of the State Auditor

CONSTITUENT SERVICES
(505) 476-3821

Via: Email

3/31/2021

Dominic Chavez, Deputy Finance Director
dchavez@lasvegasnm.gov
City of Las Vegas

SAO Ref No. F0005

Re: Authorization to Release 2020 City of Las Vegas Audit Report

The Office of the State Auditor (OSA) received the audit report for your agency on 12/15/2020. The OSA has completed the review of the audit report required by Section 12-6-14(B) NMSA 1978 and any applicable provisions of the Audit Rule. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted with your agency to perform the financial and compliance audit. In accordance with the audit contract, the IPA is required to deliver to the agency the number of copies of the report specified in the contract.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become a public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the OSA. Once the five-day period has expired, or upon the OSA's receipt of a written waiver:

- the OSA will send the report to the Department of Finance and Administration, the Legislative Finance Committee and other relevant oversight agencies;
- the OSA will post the report on its public website; and
- the agency and the IPA shall arrange for the IPA to present the report to the governing authority of the agency, per the Audit Rule, at a meeting held in accordance with the Open Meetings Act, if applicable.

The OSA has received a 5 day written waiver request by your agency and the report will posted to the OSA's website and made public immediately.

The IPA's findings and comments are included in the audit report on page 122-124. It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.

Sincerely,

A handwritten signature in blue ink, appearing to be "B. Colón".

Brian S. Colón, Esq.
State Auditor

cc. Axiom CPA and Business Advisors, LLC

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507
Phone (505) 476-3800 * Fax (505) 827-3512
www.osanm.org * 1-866-OSA-FRAUD